Cutler-Orosi Joint Unified School District
Regular Meeting of the Board of Trustees
Thursday, August 14, 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, Board President	_____	_____
Marisol Rubalcaba, Board Vice President	_____	_____
Delia Martinez, Board Clerk	_____	_____
Mary Helen Espino, Trustee	_____	_____
Joni Jordan, Trustee	_____	_____
Javier Quevedo, Trustee	_____	_____
Karen Gonzalez, Trustee	_____	_____

District Office Administration:				**School Site Administration:**	
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 in order 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.

Cutler-Orosi Joint Unified School District complies with the American Disabilities Act of 1973, Section 504, by providing educational and employment opportunities on a non-discriminatory basis. The District does not discriminate on the basis of race, ethnicity, marital or parental status, religion, creed, color, national origin, sex, or physical or mental disability. The District also complies with Executive Order 13145, which prohibits employment discrimination based on "protected genetic information" in the Executive branch. The coordinator for non-discrimination is the Assistant Superintendent, located at the District Office, 12623 Avenue 416, Orosi, CA 93647. The phone number is (559)528-4763. NOTICE: If documents are distributed to the Board Members concerning an agenda item within 72 hours of a regular Board meeting, at the same time, the documents will be made available for public inspection at the District Office located at 12623 Avenue 416, Orosi, CA.

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

- **Family Edcation Center/ Adult Education**
- **Facilities Update & Safety Report**

RECESS

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

Following the awards/recognitions and recess, the regular board meeting will reconvene in the OHS Staff Lounge.

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	15-23	Minutes of the Special Board Meeting Dated June 12, 2025	3
2	24-32	Minutes of the Regular Board Meeting Dated June 18, 2025	3
3	33-47	Accounts Payable Total Payments Report Dated May 30, 2025 through July 28, 2025	1, 2, 3
4	48-49	June/July Cash Balance Report	1, 2, 3
5	50-54	Budget Revision #1	1, 2, 3
6	55-56	COJUSD Elementary Schools 2025-2026 Fundraisers	3
7	57-58	El Monte Middle School Fundraisers for 2025-2026	3
8	59-66	Approve 2025-2026 Consolidated Application	3
9	67-68	Accept the Quarterly Williams Uniform Complaint Report for April – June 2025	3
10	69-76	Approve Service Agreement for Adult Education with Valley Regional Occupational Program	2
11	77-80	Ratify Education Resource Consultants Service Agreement for ASES & ASSETS	1, 3
12	81-88	Ratify Google Code Next 24-25 Agency Agreement	1, 2, 3
13	89-106	Approve Core Data Collaborative LEA Joinder Agreement	1, 2, 3
14	107-118	Ratify UC Merced School Subscriber Agreement	1, 2, 3
15	119-122	Approve UC Merced Research Project Memorandum of Understanding (MOU)	1, 3
16	123-131	Approve Agriculture Career Technical Education Incentive Grant (AIG) Program Year 2025-2026	1, 2
17	132	Additions to Contractor Prequalification List	3
18	133	Addition of Contractors to the District's Cost Accounting Prequalification List (CUPCCAA)	3
19	134	Approval of Purchases Using Purchasing Cooperatives	3

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CONSENT ITEMS – continued

20	**135-136**	**Ratify Service Agreement with ERC for CTEFP Grant Applications**	**1, 2**
21	**137-174**	**Ratify Architectural Services Agreement with Teter for New AG and Natural Resources CTE Building**	**1, 2, 3**
22	**175-208**	**Ratify Architectural Services Agreement with Teter for New Engineering and Architecture and Health Science & Medical Technology CTE Building**	**1, 2**
23	**209-211**	**Interdistrict Transfer Requests List**	**1, 3**
24	**212-215**	**Ratify 6th Grade Scicon Overnight Field Trips**	**1, 2**
25	**216-217**	**Approve Proposition 28: Arts and Music in School Annual Report for 2024-2025**	**1, 3**
26	**218-221**	**Ratify Renewal of Renaissance DNA Software Licenses**	**1, 3**
27	**222-232**	**Approve Memorandum of Understanding (MOU) with California Association for Bilingual Education (CABE)**	**1, 3**
28	**233-234**	**Ratify Acellus School License for Alternative Education Sites**	**1, 2**
29	**235-244**	**Approve Out of State Overnight Trip for American Association of School Librarians (AASL) National Conference for the District Reading Specialists**	**1, 2**
30	**245-251**	**Ratify Educational Resource Services Agreement for Library Media Services for 2025-2026**	**1, 2, 3**
31	**252-261**	**Ratify Fresno County Superintendent of School Cyber High Use License and Service Agreement**	**1, 3**
32	**262-264**	**Ratify Processional Learning Agreement with E.L. Achieve**	**1, 3**
33	**265-267**	**Update Board Policy 0410 – Nondiscrimination in District Programs and Activities**	**3**
34	**268-279**	**Update Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedure**	**3**
35	**280-286**	**Update Board Policy and Administrative Regulation 1340 – Access to District Records**	**3**
36	**287-291**	**Update Board Policy 3320 – Claims and Actions Against the District**	**3**
37	**292-295**	**Update Board Policy and Administrative Regulation 3515.5 – Sex Offender Notification**	**3**

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CONSENT ITEMS – continued

38	**296-298**	**Update Board Policy 3540 – Transportation**	**3**
39	**299-303**	**Update Board Policy and Administrative Regulation 3580 – District Records**	**3**
40	**304-306**	**Update Board Policy 4119.21 – Sex Discrimination and Sex Based Harassment**	**3**
41	**307-313**	**Update Board Policy 4151, 4251, 4351 – Employee Compensation**	**3**
42	**314-329**	**Update Board Policy and Administrative Regulation 4151, 4258, 4358 – Employee Security**	**3**
43	**330-335**	**Update Board Policy and Administrative Regulation 5145.7 – Sexual Harassment**	**3**
44	**336-344**	**Update Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures**	**3**
45	**345-348**	**Update Board Policy 5146 – Married/Pregnant Students**	**3**
46	**349-356**	**Update Board Policy and Administrative Regulation 5145.3 – Nondiscrimination/Harassment**	**3**

Motion to approve Item #1- 46 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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CURRICULUM/ INSTRUCTION ITEMS

Item #	Page #	Description	Goal #
47	**357**	**August Curriculum and Instruction Report** Motion to approve Item #47 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**3**
48	**358-360**	**Ratify New Chemistry Curriculum: McGraw Hill Education Inspire Chemistry (2020)** Motion to approve Item #48 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1**
49	**361-371**	**Ratify Orosi High School's New Course: STEM Physics and Engineering Motion by Design** Motion to approve Item #49 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1, 2, 3**
50	**372-395**	**Ratify Orosi High School's new Course Co-Ed Physical Education 2: Dance Elements and Interpretation** Motion to approve Item #50 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1, 2, 3**
51	**396-401**	**Approve Course for Adult Education** Motion to approve Item #51 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1, 3**

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CURRICULUM/ INSTRUCTION – continued

52	**402**	**Approve Disposal of Obsolete Instructional Materials and Equipment**	**1, 3**

Motion to approve Item #52 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

ADMINISTRATIVE/ ORGANIZATIONAL ITEMS

Item #	Page #	Description	Goal #
53	**403-406**	**First Reading: New Exhibit 1312.3 E(1) and 1312.3-(E)2: Uniform Complaint Procedures – Non Action**	**3**
54	**407**	**Public Notice – Intent to Employ Benjamin Prado Under a Provisional Internship Permit (PIP) for the 2025-2026 School Year**	**3**

Motion to approve Item #54 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

55	**408-410**	**Resolution No. 2025-2026-01 In the Matter of Reduction of Classified Services for the 2025-2026 School Year**	**3**

Motion to approve Item #55 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

56	**411-412**	**CEQA Notice of Exemption for OHS CTE Building Project**	

Motion to approve Item #56 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ ORGANIZATIONAL ITEMS - continued

57 413-424 2025-2026 Transportation Agreement with Stone Corral District 3

Motion to approve Item #57 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

PUBLIC COMMENTS CLOSED SESSION ITEMS:
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.

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

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CLOSED SESSION

Board Goal

Item A **Personnel (Gov. Code 54957): The Board will meet to consider Public Employee** 3
Page(s) **Appointment/Employment for the position(s) of:**
425-428

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Office Assistant II at Orosi High School, effective July 30, 2025.
2. Custodian Bus Driver at Orosi High School, effective August 1, 2025.
3. Groundskeeper Bus Driver at Orosi High School (Sports Park), effective August 1, 2025.
4. Speech Language Pathologist Assistant at Cutler Elementary School, effective August 6, 2025.
5. Food Service Worker II at Palm Elementary School, effective August 6, 2025.
6. Grant Funded Preschool Teacher at Palm Elementary School, effective August 6, 2025. GRANT FUNDED
7. Preschool Aide at Cutler Elementary School, effective August 11, 2025.
8. Grant Funded R&E Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
9. Grant Funded Instructional Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
10. Science Teacher at Orosi High School, effective July 31, 2025.
11. Elementary Music Teacher at Golden Valley Elementary School, effective July 31, 2025.
12. Science Teacher at Orosi High School, effective July 31, 2025.
13. Speech and Language Pathologist for the Preschool Department, effective July 28, 2025.
14. Teacher at Cutler Elementary School, pending verification and clearance.
15. Grant Funded Instructional Coach at Cutler Elementary School, pending verification and clearance. GRANT FUNDED

PROMOTIONS/REASSIGNMENTS:

16. from 5.5-hour Outreach at to 8-hour Outreach Aide at Esperanza High School, effective August 11, 2025.
17. from Grant Funded R&E Aide to Grant Funded R&E Asst. Lead at Golden Valley Elementary School, effective August 11, 2025. GRANT FUNDED
18. from Assistant Principal at El Monte Middle School to Assistant Principal at Orosi High School, effective August 15, 2025.
19. from Grant Funded Learning Director at El Monte Middle School to Assistant Principal at El Monte Middle School effective August 15, 2025.

RESIGNATIONS/RETIREMENTS:

20. Campus Security Instructional Aide at Golden Valley Elementary School, resigned effective June 5, 2025.
21. Avid Tutor at Orosi High School, resigned effective June 5, 2025.

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RESIGNATIONS/RETIREMENTS: continued

22. Behavior Intervention Technician at Orosi High School, resigned effective June 5, 2025
23. Student Parent Advocate at Orosi High School, resigned effective June 13, 2025.
24. Food Service Worker II at El Monte Middle School, resigned effective July 24, 2025
25. Outreach Aide at the Family Education Center, resigned effective July 28, 2025.
26. Grant Funded Bachelor Social Worker at the Family Education Center, resigned effective July 28, 2025.
27. Campus Security at Palm Elementary School, resigned effective August 4, 2025.
28. LVN in the Preschool Department, resigned effective August 15, 2025.
29. Instructional Aide at Cutler Elementary School, resigned effective July 28, 2025.
30. Grant Funded Instructional Aide at Cutler Elementary School, resigned effective July 3, 2025.
31. Preschool Facilitator District Wide, resigned effective August 6, 2025.
32. Teacher at Cutler Elementary School, resigned effective June 6, 2025.
33. Teacher at Orosi High School, resigned effective June 6, 2025.
34. Grant Funded Intern Psychologist, District Wide, resigned effective June 16, 2025.
35. Grant Funded Intern Psychologist, District Wide, resigned effective June 30, 2025.
36. Grant Funded Counselor, District Wide (Monson-Sultana), resigned effective July 16, 2025.
37. Grant Funded Intern Counselor. District Wide, resigned effective July 21, 2025.
38. Teacher at Orosi High School, separation of employment, effective July 25, 2025.
39. Teacher at Orosi High School, resigned effective August 5, 2025.

LEAVES: (Statutory – For Informational Purposes):

41. Director of Special Services at the District Office, on Baby Bonding Leave beginning July 7, 2025 through July 18, 2025 and January 5, 2026 through January 9, 2026.
42. Bachelor Social Worker at Family Education Center, on Baby Bonding Leave beginning July 21, 2025 through August 8, 2025.
43. Infant/Toddler Aide at Family Education Center, on Baby Bonding Leave beginning August 11, 2025 through September 29, 2025.
44. Teacher at Orosi High School, on Maternity Leave beginning August 7, 2025 through 6-8 weeks post-partum.
45. Secretary at Lovell High School, on Maternity Leave beginning July 25, 2025 through 6-8 weeks post-partum.

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

_____/_____/_____

Yes No Abstain

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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
Dr. Brian Zimmerman
Dr. Ken Caves

Employee Organization: COUTA
CSEA Chapter #253

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

Item D
429-430 **Student Expulsion, Suspension, Or Disciplinary Action Or Other Action Involving Pupil Records (Ed Code 35146; 48912(B); 48918(C): Discussion on the Cases listed below will be taken during Closed Session. Action to take place upon reconvening to Open Session.**

- **Case #: 2024-2025-01 – Expunge**
- **Case #: 2024-2025-02 – Expunge**
- **Case #: 2024-2025-03 – Expunge**
- **Case #: 2024-2025-04 – Expunge**

Adjournment to Open Session:

Motion to adjourn Closed Session at _____ p.m. and reconvene into Open Session made by: _____ Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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REPORTING OF CLOSED SESSION ITEMS

Item A **Personnel (Gov. Code 54957): The Board will meet to consider Public Employee Appointment/Employment for the position(s) of:** 3

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Office Assistant II at Orosi High School, effective July 30, 2025.
2. Custodian Bus Driver at Orosi High School, effective August 1, 2025.
3. Groundskeeper Bus Driver at Orosi High School (Sports Park), effective August 1, 2025.
4. Speech Language Pathologist Assistant at Cutler Elementary School, effective August 6, 2025.
5. Food Service Worker II at Palm Elementary School, effective August 6, 2025.
6. Grant Funded Preschool Teacher at Palm Elementary School, effective August 6, 2025. GRANT FUNDED
7. Preschool Aide at Cutler Elementary School, effective August 11, 2025.
8. Grant Funded R&E Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
9. Grant Funded Instructional Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
10. Science Teacher at Orosi High School, effective July 31, 2025.
11. Elementary Music Teacher at Golden Valley Elementary School, effective July 31, 2025.
12. Science Teacher at Orosi High School, effective July 31, 2025.
13. Speech and Language Pathologist for the Preschool Department, effective July 28, 2025.
14. Teacher at Cutler Elementary School, pending verification and clearance.
15. Grant Funded Instructional Coach at Cutler Elementary School, pending verification and clearance. GRANT FUNDED

PROMOTIONS/REASSIGNMENTS:

16. from 5.5-hour Outreach at to 8-hour Outreach Aide at Esperanza High School, effective August 11, 2025.
17. from Grant Funded R&E Aide to Grant Funded R&E Asst. Lead at Golden Valley Elementary School, effective August 11, 2025. GRANT FUNDED
18. from Assistant Principal at El Monte Middle School to Assistant Principal at Orosi High School, effective August 15, 2025.
19. from Grant Funded Learning Director at El Monte Middle School to Assistant Principal at El Monte Middle School effective August 15, 2025.

RESIGNATIONS/RETIREMENTS:

20. Campus Security Instructional Aide at Golden Valley Elementary School, resigned effective June 5, 2025.
21. Avid Tutor at Orosi High School, resigned effective June 5, 2025.

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RESIGNATIONS/RETIREMENTS: continued

22. Behavior Intervention Technician at Orosi High School, resigned effective June 5, 2025
23. Student Parent Advocate at Orosi High School, resigned effective June 13, 2025.
24. Food Service Worker II at El Monte Middle School, resigned effective July 24, 2025
25. Outreach Aide at the Family Education Center, resigned effective July 28, 2025.
26. Grant Funded Bachelor Social Worker at the Family Education Center, resigned effective July 28, 2025.
27. Campus Security at Palm Elementary School, resigned effective August 4, 2025.
28. LVN in the Preschool Department, resigned effective August 15, 2025.
29. Instructional Aide at Cutler Elementary School, resigned effective July 28, 2025.
30. Grant Funded Instructional Aide at Cutler Elementary School, resigned effective July 3, 2025.
31. Preschool Facilitator District Wide, resigned effective August 6, 2025.
32. Teacher at Cutler Elementary School, resigned effective June 6, 2025.
33. Teacher at Orosi High School, resigned effective June 6, 2025.
34. Grant Funded Intern Psychologist, District Wide, resigned effective June 16, 2025.
35. Grant Funded Intern Psychologist, District Wide, resigned effective June 30, 2025.
36. Grant Funded Counselor, District Wide (Monson-Sultana), resigned effective July 16, 2025.
37. Grant Funded Intern Counselor. District Wide, resigned effective July 21, 2025.
38. Teacher at Orosi High School, separation of employment, effective July 25, 2025.
39. Teacher at Orosi High School, resigned effective August 5, 2025.

LEAVES: (Statutory – For Informational Purposes):

45. Director of Special Services at the District Office, on Baby Bonding Leave beginning July 7, 2025 through July 18, 2025 and January 5, 2026 through January 9, 2026.
46. Bachelor Social Worker at Family Education Center, on Baby Bonding Leave beginning July 21, 2025 through August 8, 2025.
47. Infant/Toddler Aide at Family Education Center, on Baby Bonding Leave beginning August 11, 2025 through September 29, 2025.
48. Teacher at Orosi High School, on Maternity Leave

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**

Cutler-Orosi Joint Unified School District complies with the American Disabilities Act of 1973, Section 504, by providing educational and employment opportunities on a non-discriminatory basis. The District does not discriminate on the basis of race, ethnicity, marital or parental status, religion, creed, color, national origin, sex, or physical or mental disability. The District also complies with Executive Order 13145, which prohibits employment discrimination based on "protected genetic information" in the Executive branch. The coordinator for non-discrimination is the Assistant Superintendent, located at the District Office, 12623 Avenue 416, Orosi, CA 93647. The phone number is (559)528-4763. NOTICE: If documents are distributed to the Board Members concerning an agenda item within 72 hours of a regular Board meeting, at the same time, the documents will be made available for public inspection at the District Office located at 12623 Avenue 416, Orosi, CA.

Item D **Student Expulsion, Suspension, Or Disciplinary Action Or Other Action Involving Pupil Records (Ed Code 35146; 48912(B); 48918(C): The following case was presented during closed session. Action is to be taken upon reconvening to Open Session.**

- **Case #: 2024-2025-01 – Expunge**
- **Case #: 2024-2025-02 – Expunge**
- **Case #: 2024-2025-03 – Expunge**
- **Case #: 2024-2025-04 – Expunge**

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

_____/_____/_____
Yes No Abstain

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, September 11, 2025, with the 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.

Cutler-Orosi Joint Unified School District complies with the American Disabilities Act of 1973, Section 504, by providing educational and employment opportunities on a non-discriminatory basis. The District does not discriminate on the basis of race, ethnicity, marital or parental status, religion, creed, color, national origin, sex, or physical or mental disability. The District also complies with Executive Order 13145, which prohibits employment discrimination based on "protected genetic information" in the Executive branch. The coordinator for non-discrimination is the Assistant Superintendent, located at the District Office, 12623 Avenue 416, Orosi, CA 93647. The phone number is (559)528-4763. NOTICE: If documents are distributed to the Board Members concerning an agenda item within 72 hours of a regular Board meeting, at the same time, the documents will be made available for public inspection at the District Office located at 12623 Avenue 416, Orosi, CA.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE REGULAR BOARD MEETING DATED JUNE 12, 2025**

ATTACHMENTS: **MINUTES OF THE REGULAR BOARD MEETING DATED JUNE 12, 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Regular Meeting of the Board of Trustees was held on June 12, 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 June 12, 2025.**

PROPOSED ACTION: **APPROVE**

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	6:00 p.m.	Thursday, June 12, 2025
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees

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

District Office Administrative Staff

Yolanda Valdez
Shevonne Swanson
Dr. Brian Zimmerman
Faith Coleman
Sunsie Tumacder
Raffi Soghomonian
Linda Montemayor
Micaela Macareno
Jayboy Camaquin
Ray Quintana
Leanne Cerda
Veronica Raigoza
Laury Gonzalez
Jody Rush
Mirtha Hernandez

School Site Administrative Staff

Dr. Diana Vides
Melissa Delgadillo
Yovana Castillo

ALL TO ORDER	Board President Sandra Williams called the meeting to order at 5:32 p.m.
Pledge of Allegiance:	Board Vice President Marisol Rubalcaba led the flag salute.
Superintendent Presentations/ Reports – Non- Action Items • **Valley Regional Occupational Program – Fabrisio Lofaro**	Superintendent Valdez introduces Valley Regional Occupational Program Superintendent Fabrisio Lofaro. Mr. Lofaro thanked the Board for the opportunity to present and for the partnership with their program. He stated Orosi High School had been taking students had been taking advantage of the many opportunities offered to the through Valley ROP. He stated students were participating in competitions against larger school districts and taking home first place prizes as they did in the recent Tiger Romp Competition. He informed that the total enrollment for the district in Valley ROP was 769 in one of the 10 pathway options available to students. He informed that there were 22 students enrolled from Lovell High School. He stated students were receiving dual enrollment from either Fresno City College or Reedley College through the programs they participated in. He informed students were receiving hand on experience in their program preparing them for post-secondary education or the workforce. Board President Williams asked if the courses offered were all free to students. Mr. Lafaro stated the classes were either free or at a minimal cost.
Public Comments:	No additional comments were presented on the action items presented.
Consent Items:	Board President Williams presented the Consent Items.
1 Minutes of the Regular Meeting Dated May 8, 2025 2 Accounts Payable Total Payments Report Dated April 24, 2025 through May 29, 2025 3 Budget Revision #11 4 May Cash Balance Report 5 Interdistrict Transfer Requests	Superintendent Valdez informed there was a question regarding a field trip listed on Item 11. She informed there was not a staff member listed for chaperone because Shay Williams, the FFA coordinator for the area would be taking the students. She stated there was also a question on Item #19. She stated the translation services in the contract were to offer needed services for 3 students in the district. she stated that though there were only 3 students legally, the district has to offer the students the services to students who need it. No additional questions were presented.

6 Approve COJUSD Alternative Schools Programs of Choice Annual Evaluation Report

7 Approve Dance Teacher Web Conference and Expo 2025 Out of State Conference in Las Vegas Nevada

8 Approve AmeriCorps 2025-2026 Agreement

9 Approve Tulare County Office of Education Agreement No. 260146 for Onstage Program

10 Approve of Community Services Employment Training (CSET) Memorandum of Understanding

11 Work Based Learning (WBL): Future Farmers of America (FFA) Leadership Development Regional Officer Meeting (Overnight Trip)

12 Work Based Learning (WBL): UC Merced Upward Bound Math and Science (UBMS) Summer Program Residential (Overnight Trip)

13 Approve Tulare County Sheriff's Department Agreement for 2025-2026 for Two Full Time Deputy Services for the District

14 Approve Updated 2024-2025 School Plan for Student Achievement

15 Ratify County of Tulare Services Agreement for Deputy Probation Officer III

16 Approve Memorandum of Understanding with Parent Institute for Quality Education (PIQE)

17 Ratify Ascendency Solutions Inc. Services Agreement

18 Approve 2025-2026 INTPN Team LLC Services Agreement

19 Approve 2025-2026 Fox Interpreting Services Agreement

20 Approve 2025-2026 Service Agreement with B.E.E. Therapy Services Program 21 Ratify 2024-2026 Agreement with Fresno Pacific University for Internship Program 22 Approve Board Policy and Administrative Regulation 5141.52 – Suicide 23 Approve Board Policy and Administrative Regulation 6159 – Individualized Education Program 24 Approve Board Policy and Administrative Regulation 6159.2 – Nonpublic, Nonsectarian School Agency for Special Education	A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to approve Items #24. 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
Curriculum/Instruction Items:	
25 June Curriculum/Instruction Report	Assistant Superintendent Shevonne Swanson introduced Director of Grants and Program Development, Laura Gonzalez who provided a presentation on the Community Schools Grants and the various programs being offered throughout the district. Trustee Delia Martinez stated she attended a national conference for community school grant program and stated she gathered lots of information. She stated she was pleased to see that the district was offering many opportunities to the community through the grants. A motion was made by Trustee Delia Martinez seconded by Trustee Javier Quevedo to approve the report for Item #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
26 Approve New Reading Screener Amira	Assistant Superintendent Shevonne Sawanson informed Item #26 had been presented in the previous board meeting along with the other options presented to the teachers. She stated that Amira was the screener the team agreed was best for the district. she stated the Item was now being presented for final approval. A motion was made by Trustee Delia Martinez seconded by Trustee Karen Gonzalez to approve Item #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 Disposal of Obsolete Instructional Materials and Equipment

Assistant Superintendent Swanson informed the materials listed obsolete and no longer used therefore they were asking for approval to dispose of them.

A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to approve 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

Administrative/Organizational Items:

Board President Williams Presented the Organizational Items.

28 Public Hearing for Proposed 2025-2026 Local Control Accountability Plan

She opened a Public Hearing for Item # 28 at 6:18 p.m.

Categorical/Accountability Director Sunsie Tumacder provided an LCAP update presentation. She informed that for the District to receive funds they needed present a 3-year report showing how the funding would be spent. She stated there was a process for developing the plan. She stated they met with staff, students and community to get input to better support students. She informed the hearing was to be held to present the draft of the plan and to allow the board to provide input and at the next meeting the board would receive it for final approval. She stated the plan was deigned to be aligned with the district mission and goals and the criteria included in the 8 goals to be met. She asked the Board to also provide any feedback and/or suggestions they felt might be important to include as part of the plan. She stated the superintendent provided a full report of the feedback received throughout the input session.

No additional comments were presented.

No action was taken and the hearing closed at 6:33 p.m.

29 Public Hearing for Proposed 2025-2026 Budget and Budget Attachment

Board President Williams Opened a Public Hearing for Item #29 at 6:34 p.m.

Chief Financial Office Faith Colemen provide a presentation regarding the proposed budget. She stated that just like the LCAP a hearing held to provide information and then would be approved at the following board meeting. She informed the projections provided were based on the information received in the May Revise. She informed the state was in a $12 billion deficit which would affect the district through program reductions and deferrals. She stated there were some areas of concern as there still may be changes in the state revenues. She stated there was still lot of construction projects which was reflected in the budget but once the projects were completed they overage would be gone and if deferrals occurred this may create cash flow issues. She informed that currently the district had the required amount in the end fund balance and available reserves however there were many uncertainties. She stated and update would be presented at the August meeting.

No action was taken. The hearing closed at 6:50 p.m.

30	Sunshine CSEA's Initial Proposal to the District for the 2025-2026 School Year	Assistant Superintendent Dr. Brian Zimmerman informed the Board CSEA had presented the following items for negotiations: •Article 9 and Article 13: Pay and Allowances, Health and Welfare • Article 12: Professional Growth • Article 16: Transfers/Promotions/Reclassifications • Article 21: Disciplinary Action • Article 28: Contracting Out A motion was made by Trustee Javier Quevedo, seconded by Trustee Marisol Rubalcaba to approve Item #30. 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
31	Sunshine the District Proposal to CSEA for the 2025-2026 School Year	Assistant Superintendent Dr. Brian Zimmerman presented Item #31 and stated just like CSEA presented their items the district also had present theirs. He stated the District presented the following items for discussion during negotiations: • Article VI and Article XXXI: Organizational Rights and After School Programs • Article IX: Pay and Allowance • Article XIV: Holidays • Article XVIII: Leaves The District proposes to change language to update the contract to current law and programmatic needs. The District retains the right to amend, modify, add to or delete from this initial proposal at any time during the negotiations. A motion was made by Trustee Karen Gonzalez, seconded by Trustee Marisol Rubalcaba to approve Item #31. 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	Approval of Additional Workdays for (1) Outreach Aide	Board President Williams presented Item #32. Dr. Zimmerman informed the district was requesting additional workdays to (1) Outreach Aide from 10 months to 12 months he stated the district was proposing to convert this position from 10 months to 12 months in response to the increased demands and evolving needs of the program. Over the past year, our grant funding program goals have significantly increased compared to previous cycles and this is why they were requesting the increase. A motion was made by Trustee Joni Jordan, seconded by Trustee Javier Quevedo to approve Item #7. 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	Declaration of Need for Fully Qualified Educators for the 2025-2026 School Year	Board President Williams presented Item #33. Dr. Zimmerman stated this was routine item that needed to be presented when hiring non-credential educators. A motion was made by Trustee Delia Martinez, seconded by Trustee Karen Gonzalez 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	Resolution No. 2024-2025-22 For Employment of Summer Short Term Positions	Board President Williams presented Item #34. Dr. Zimmerman informed this was routine item presented ever year to allow for additional help for summer projects in preparation for the new school year. Board President Williams asked what the qualification was for the additional help that was hired. Mr. Soghomonian informed they normally look to hire employees who have previous maintenance experience to make for easy transition in the summer. A motion was made by Trustee Marisol Rubalcaba, seconded by Trustee Javier Quevedo to approve Item #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	Change Order Approval for Cutler Elementary School Modernization Project	Board President Williams presented Item #35. MOT Raffi Soghomonian informed this was on ongoing project and often when working on project unplanned issues arise causing the need for change orders. He informed the change order was needed for termite damage, dry rot and other issues. A motion was made by Trustee Marisol Rubalcaba, seconded by Trustee Joni Jordan 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 Purchase of Furniture for Orosi High School	Board President Williams presented Item #36. Mr. Soghomonian informed the furniture being purchased was for the high school at Orosi High School as they were giving the library a new look with new shelving and furniture to upgrade the library. A motion was made by Trustee Delia Martinez, seconded by Trustee Marisol Rubalcaba 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
Public Comments on Closed Session Items:	No additional comments were presented. The Board thanked everyone for attending and stated they enjoyed the end of year events and the great graduation events.
Adjourn to Closed Session:	A motion was made by Trustee Delia Martinez, seconded by Trustee Marisol Rubalcaba to adjourn to Closed Session at 7:04 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 Joni Jordan to Reconvene to Open Session at 7:04 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: • **Superintendent's 2024-2025 Evaluation**	During the Closed Session, the Board conducted the Superintendents evaluation facilitated by Leadership Associates consultant Juan Garza. They report the Superintendent Valdez had received a positive satisfactory evaluation for the 2024-2025.
Item A – Personnel Items: • **Personnel Letter**	During Closed Session the following personnel Items were presented for review and approval:

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Samantha Muse, Teacher for the 2025-2026 school year, at Orosi High School, pending verification and clearance.

PROMOTIONS/REASSIGNMENTS:

2. Abigail Zamora, from R&E Aide to Grant Funded Outreach Aide, effective June 5, 2025. GRANT FUNDED
3. Joanna Ruiz Lua, from Office Assistant II 11 Months, to Office Assistant II 10 Months, for the 2025-2026 school year.

RESIGNATIONS/RETIREMENTS:

4. Cristina Rangel, Student Parent Advocate at Orosi High School, resigning effective June 13, 2025.
5. Jacob Marroquin, Site Computer Technician at Orosi High School, resigning effective May 30, 2025.

A motion was made by Trustee Marisol Rubalcaba seconded by Trustee Karen Gonzalez to approve the Personnel Letter as presented along with the satisfactory evaluation for Superintendent. 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

No action was taken on Item B.

Item C: Conference with Labor Negotiators

No action was taken on item C.

Comments:

No additional comments were presented.

Adjournment:

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to adjourn the meeting at 9:05 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
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE REGULAR BOARD MEETING DATED JUNE 18, 2025**

ATTACHMENTS: **MINUTES OF THE REGULAR BOARD MEETING DATED JUNE 18, 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Regular Meeting of the Board of Trustees was held on June 18, 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 June 18, 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 REGULAR BOARD MEETING

Regular	6:00 p.m.	Thursday, June 18, 2025
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees	**District Office Administrative Staff**
Sandra Williams, Board President	Yolanda Valdez
Marisol Rubalcaba, Vice President - Absent	Shevonne Swanson
Delia Martinez, Board Clerk	Dr. Brian Zimmerman
Mary Helen Espino, Trustee	Sunsie Tumacder
Joni Jordan, Trustee	Raffi Soghomonian
Javier Quevedo, Trustee - Absent	Veronica Raigoza
Karen Gonzalez, Trustee	Micaela Macareno

ALL TO ORDER	Board President Sandra Williams called the meeting to order at 5:30 p.m.
Pledge of Allegiance:	Trustee Joni Jordan Lead the Flag Salute.
Superintendent Presentations/ Reports – Non- Action Items	Superintendent Valdez stated the last three days had been very busy for the administrative team as they had completed their Administrative Advance. She stated they had a great opportunity to review the school year to help prepare for the coming school year.
• **Honorary Diploma Presentation**	She then introduced Richard Rios. She informed Mr. Rios was a student at Orosi High School who unfortunately due to a family situation was unable to receive his diploma. She stated he would have been a graduate from the class of 1952. Board President Wiliams presented him with an honorary diploma.
Public Comments:	
Consent Items: 1 Minutes of the Special Board Meeting Dated June 3, 2025 2 Approve Agreement with RMC Research Corporation 3 Approve Literacy Coaches and Reading Specialists Educator Training 4 Approve SEAL Early Learning Memorandum of Understanding 5 Approve the 2025-2026 Local Agreement for Early Learning Memorandum of Understanding 6 Approve Orosi High School Student Handbook for 2025-2026 7 Approve Alternative Education Student Handbook for 2025-2026	Board President Williams presented the Consent items. Superintendent Valdez informed there was a question regarding Item #9. She stated the reason some sections appeared to be crossed out was because the original color items highlighted or crossed out the sections that had been updated or corrected. She informed the Title 9 section had been updated to reflect the section reverting to the 2020 guidelines.

8 Approve Renewal of Aeries Student Information System

9 Approve the 2025-2026 Parent and Student Handbook

10 Approve Parent Involvement Policies for Each COJUSD School

11 Approve the 2025-2026 School Plan for Student Achievement

12 Approve Memorandum of Understanding (MOU) for Employment Connection System Partners and the Workforce Investment Board of Tulare County

A motion was made by Trustee Mary Helen Espino seconded by Trustee Karen Gonzlalez to approve Items #12. 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

Curriculum/Instruction Items:

13 June Curriculum and Instruction Report – Local Indicators

Categorical Programs Director provided a presentation on the Local Indicators. She informed the State Board of Education approved standards for the local indicators that support an LEA in measuring and reporting progress within the appropriate priority area.
The approved standards require an LEA to:

- Annually measure its progress.
- Report the results at a regularly scheduled public meeting of the local governing board.
- Report results to the public through the CA Dashboard

A motion was made by Trustee Joni Jordan seconded by Trustee Delia Martinez to approve the report for Item #13. 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

14 Approve Orosi High School's New Course – Academic Language Development 1 (ALD1)

Assistant Superintendent Shevonne Sawanson introduced DI Administrator Veronica Raigoza who stated items 14 and 15 were new courses for high school students who were new to the country. She stated the courses would create a pathway for language support. Trustee Joni Jordan asked if the student would have to take both courses. Ms. Raigoza informed the idea was that the students would be able to improve and get the scores needed to be considered as language proficient. She stated these courses would help them create stronger pathway to proficiency.

A motion was made by Trustee Delia Martinez seconded by Trustee Karen Gonzalez to approve Item #14. 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
15	Approve Orosi High School New Course – Academic Language Development 2 (ALD2)	A motion was made by Trustee Karen Gonzalez, seconded by Trustee Delia Martinez to approve Item #15. 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
16	Approve Proposition 28 Schools Plans	Assistant Superintendent Shevonne Swanson informed proposition 28 funds the arts programs. She stated the funds provide jobs that promote the arts. Trustee Joni Jordan asked if there were reports to be submitted to the stated to verify funds and if so how do they track art. Mrs. Swanson stated the reports to the state were more fiscal reports to identify the staff hired for the funds. A motion was made by Trustee Karen Gonzalez, seconded by Trustee Joni Jordan to approve Item #16. 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
17	Approve the Purchase of new Reading Screener Tool: Amira	Assistant Superintendent Shevonne Swanson informed at the previous meeting the selection of Amira had been approved and being presented for approval was the purchase of the tool. A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to approve Item #17. 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

Administrative/Organizational Items:

18	Public Hearing for COUTA Collective Bargaining Tentative Agreement	Board President Williams opened a Public Hearing for Item #18 at 6:08 p.m. Assistant Superintendent Dr. Brian Zimmerman informed the Board the district presented the items for negotiations from COUTA. He stated fortunately they were able to quickly come to an agreement and settled with the association. He stated the hearing was available should there be any questions or comments and the items agreed upon. He stated the agreement was being presented in the following items for approval. No comments were presented. The hearing closed at 6:12 p.m.
19	Ratification of COUTA Collective Bargaining Agreement	A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to approve Item #19. 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
20	Approve Artificial Intelligence (AI) Guidelines	Board President Williams presented Item #20. Superintendent Valdez informed they had worked with the new Data Specialist for the district and the administrative team to establish updated AI guidelines now that AI was being used more. Trustee Delia Martinez asked if there was a plan to educate parents about AI. Superintendent Valdez informed they were already working on something coordinate as they wanted to be methodical about it. Trustee Joni Jordan asked how they would be training the students. Superintendent Valdez stated they were going to work with teachers and provide training and ethics sessions so they can tools for students to properly use AI. Trustee Jordan asked if there was concern that students would be aware and know what tools they could use with out risks. Superintendent Valdez stated they were really working on lesion plans that would inform and even include appropriate tools for students. Trustee Martinez asked if teachers had access to plagiarism tools that would allow them to check to see if they work submitted was being plagiarized. Assistant Superintendent stated they had PackBack in place which provided that tool for teachers. Trustee Martinez stated she was concerned about parents not being aware of this issue. Superintendent stated they would begin to provide material to parents about the good and bad in AI. A motion was made by Trustee Karen Gonzalez, 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
21	Adoption of the 2025-2026 Local Control Accountability Plan	Superintendent Valdez informed items 21-26 were routine items. She stated the LCAP and Budget had been presented for discussion and review at the previous meeting.

		A motion was made by Trustee Joni Jordan, seconded by Truste Karen Gonzalez to approve Item #21. 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
22	Adoption of the 2025-2026 District Budget and Budget Attachment	A motion was made by Trustee Joni Jordan, seconded by Trustee Delia Martinez to approve Item #22. 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
23	Approve the 2025-2026 LCAP Addendum	A motion was made by Trustee Delia Martinez, seconded by Trustee Karen Gonzalez to approve Item #23. 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	Adopt Resolution No. 2024-2025-23 Authorizing Spending Determination for Fiscal Year 2025-2026 EPA Funds	A motion was made by Trustee Mary Helen Espino, seconded by Trustee Joni Jordan to approve Item #24. 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
25	Adopt Resolution No. 2024-2025-24 for 2025-2026 Interfund Transfers in Accordance with the Budget	A motion was made by Trustee Karen Gonzalez, seconded by Trustee Mary Helen Espino to approve Item #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
26 Adopt Resolution No. 2024-2025-25 for 2025-2026 Interfund Loan for Cash Flow Purposes	A motion was made by Trustee Joni Jordan, seconded by Trustee Delia Martinez to approve Item #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 Extension of Superintendent's Contract	Superintendent Valdez informed at the previous meeting the board had conducted her evaluation. She stated following her evaluation a one year extension was added to her current contract. A motion was made by Trustee Joni Jordan, seconded by Trustee Karen Gonzalez to approve 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
Public Comments on Closed Session Items:	No additional comments were presented. The Board thanked everyone for attending and asked everyone to enjoy the summer break.
Adjourn to Closed Session:	A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to adjourn to Closed Session at 6:43 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
Reconvene to Open Session:	A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to Reconvene to Open Session at 6:58 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. Appointment of Certificated Teacher/Administrative Contract Renewals for the 2025-2026 school year as per attached list.

RESIGNATIONS/RETIREMENTS:

1. Catherine Franco, Preschool Teacher at Palm Elementary School, retiring effective August 1, 2025.
2. Genesis Valle, Student Parent Advocate at Orosi High School, resigning effective June 13, 2025.
3. Daisy Mendez Herrera, Special Education Aide at Golden Valley Elementary School, resigning effective June 5, 2025.
4. Keisha Garcia, Grant Funded Instructional Aide at El Monte Middle School, resigning effective June 30, 2025.

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan 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

No action was taken on Item B.

Item C: Conference with Labor Negotiators

No action was taken on item C.

Item D: Student Expulsion, Suspension, or Disciplinary Action or Other Action Involving Pupil Records (Ed. Code 35146; 48912(B); 48918(B): Action took place upon reconvening to Open Session

- **Case # 2024-2028-06 - Expulsion**

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to approve Item D. 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

Comments:

No additional comments were presented.

Adjournment:

A motion was made by Trustee Delia Martinez seconded by Trustee Mary Helen Espino to adjourn the meeting at 7:00 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
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**ACCOUNTS PAYABLE TOTAL PAYMENTS REPORT DATED MAY 30. 2025 THROUGH JULY 28, 2025**
ATTACHMENTS:	**TOTAL PAYMENTS REPORT & SUMMARY**
FUNDING SOURCE:	**N/A**

DISCUSSION:

Attached is the Accounts Payable Total Payments Report. The report is dated May 30, 2025 through July 28, 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
1407	CUTLER-OROSI UNIF. SCHOOL (P)	09	00	Total Payment Amount:	$1,090.00 *
2257	FRONTIER COMMUNICATIONS	00	00	Total Payment Amount:	$985.62 *
4237	OROSI PUBLIC UTILITY DIST. (0)	09	00	Total Payment Amount:	$14,321.97 *
4269	P G & E	03	00	Total Payment Amount:	$184,507.32 *
4325	CLINES BUSINESS EQUIPMENT INC.	03	00	Total Payment Amount:	$14,208.26 *
4372	PENAS DISPOSAL SERVICE INC.	03	00	Total Payment Amount:	$29,379.14 *
4406	PERMA-BOUND	03	00	Total Payment Amount:	$923.21 *
5388	GAS COMPANY, THE	03	00	Total Payment Amount:	$1,983.30 *
10120	MIDWAY AUTO PARTS (9)	06	06	Total Payment Amount:	$2,173.26 *
11714	DINUBA LUMBER (6)	03	00	Total Payment Amount:	$10,716.65 *
11851	CUTLER PUBLIC UTILITY	09	00	Total Payment Amount:	$3,265.44 *
12284	CAVES & ASSOCIATES	02	06	Total Payment Amount:	$3,000.00 *
13418	LEES SERVICE	03	00	Total Payment Amount:	$2,694.25 *
13576	ABE-EL WHOLESALE, INC.	03	00	Total Payment Amount:	$37,091.58 *
14036	EWING IRRIGATION PRODUCTS	03	00	Total Payment Amount:	$15,189.67 *
16246	EMPLOYMENT DEVELOPMENT DEPT.	00	00	Total Payment Amount:	$8,591.48 *
16918	CLASSIC CHARTER	03	00	Total Payment Amount:	$13,645.00 *
17765	BOUND TO STAY BOUND BOOKS INC	03	00	Total Payment Amount:	$1,030.51 *
17821	YETTEM SEWER	00	00	Total Payment Amount:	$267.00 *
18594	BATTERY SYSTEMS	00	00	Total Payment Amount:	$124.72 *
19008	ODP BUSINESS SOLUTIONS,LLC	09	00	Total Payment Amount:	$18,132.92 *
19172	CARSON-DELLOSA PUBLISHING CO.	03	00	Total Payment Amount:	$9,404.41 *
19177	LAKESHORE LEARNING MATERIALS	03	00	Total Payment Amount:	$7,567.17 *
19216	CSET	03	00	Total Payment Amount:	$18,497.31 *
19420	PRODUCERS	03	00	Total Payment Amount:	$44,024.19 *
19430	GOLD STAR FOODS	03	00	Total Payment Amount:	$101,248.96 *
19438	SYSCO FOODSERVICES OF	03	00	Total Payment Amount:	$32,345.83 *
19439	CULLIGAN	03	00	Total Payment Amount:	$67.00 *
19506	DIVISION OF STATE ARCHITECT	09	00	Total Payment Amount:	$2,150.00 *
19707	APPLE COMPUTER INC	00	00	Total Payment Amount:	$1,853.17 *
19719	SAN JOAQUIN PEST CONTROL OF	03	00	Total Payment Amount:	$8,150.00 *
19773	JENSEN & PILEGARD	03	00	Total Payment Amount:	$11,060.83 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
20009	AVID CENTER	09	00	Total Payment Amount:	$7,350.00 *
20152	GIANNANDREA, KATHLEEN	00	00	Total Payment Amount:	$246.24 *
20287	MEDICAL BILLING TECHNOLOGIES	05	05	Total Payment Amount:	$100.00 *
20356	JOSTENS	00	00	Total Payment Amount:	$2,801.61 *
20632	ERNEST PACKAGING SOLUTIONS	03	00	Total Payment Amount:	$28,519.52 *
20648	INTERQUEST DETECTION CANINES	01	06	Total Payment Amount:	$600.00 *
20722	CASBO	03	00	Total Payment Amount:	$3,500.00 *
20861	SISC III	09	00	Total Payment Amount:	$1,609,544.00 *
20969	QUINN POWER SYSTEMS	03	00	Total Payment Amount:	$270.00 *
21035	CHETS PLUMBING CO	01	06	Total Payment Amount:	$8,861.74 *
21080	FRESNO OXYGEN	03	00	Total Payment Amount:	$64.06 *
21092	BLINDS FOR LESS	03	00	Total Payment Amount:	$4,209.80 *
21249	CALIFORNIA ASSOCIATION OF FFA	00	00	Total Payment Amount:	$20.00 *
21391	SMART & FINAL	00	00	Total Payment Amount:	$3,632.47 *
21584	BANKS & CO.	03	00	Total Payment Amount:	$220.00 *
21588	UNITED RENTALS	03	00	Total Payment Amount:	$1,701.05 *
21607	FERGUSON ENTERPRISES INC.#690	03	00	Total Payment Amount:	$882.08 *
21638	FRANEYS FLOOR COVERING INC.	03	00	Total Payment Amount:	$103,075.00 *
21703	MORRIS LEVIN AND SON INC	03	00	Total Payment Amount:	$41,940.00 *
21778	CALIFORNIA OFFICE LIQUIDATORS	03	00	Total Payment Amount:	$11,202.36 *
21808	DEMCO	03	00	Total Payment Amount:	$1,420.23 *
21832	LAWRENCE TRACTOR CO.	03	00	Total Payment Amount:	$564.43 *
21891	VERIZON WIRELESS	00	00	Total Payment Amount:	$7,323.48 *
22021	SMITH, BRIAN	00	00	Total Payment Amount:	$65.00 *
22023	TULARE COUNTY ENVIRONMENTAL HE	09	00	Total Payment Amount:	$262.00 *
22069	TULARE COUNTY OFFICE OF ED.ERS	09	00	Total Payment Amount:	$21,791.58 *
22086	FRUIT GROWERS SUPPLY	03	00	Total Payment Amount:	$3,386.68 *
22162	GEARY PACIFIC SUPPLY	03	00	Total Payment Amount:	$313.47 *
22230	ACTIVE PARENTING PUBLISHERS	03	00	Total Payment Amount:	$1,608.65 *
22252	TULARE COUNTY SHERIFFS DEPT.	09	00	Total Payment Amount:	$146,881.79 *
22415	KINGS COUNTY OFFICE OF EDUCATI	00	00	Total Payment Amount:	$50.00 *
22424	PITNEY BOWES	03	00	Total Payment Amount:	$1,001.54 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
22441	CDW-G	03	00	Total Payment Amount:	$10,262.18 *
22466	PACIFIC LEARNING, INC.	03	00	Total Payment Amount:	$34,554.86 *
22610	SCHOOL SERVICES OF CA INC.	03	00	Total Payment Amount:	$4,920.00 *
22640	JORGENSEN COMPANY	03	00	Total Payment Amount:	$8,983.74 *
22743	BIG BROTHERS BIG SISTERS	09	00	Total Payment Amount:	$84,920.00 *
22793	W & E ELECTRIC	06	00	Total Payment Amount:	$337.45 *
22818	RENAISSANCE LEARNING	03	00	Total Payment Amount:	$32,893.50 *
22894	UNITED REFRIGERATION INC.	03	00	Total Payment Amount:	$1,735.33 *
22963	TULARE COUNTY OFFICE OF EDUCAT	09	00	Total Payment Amount:	$49,603.91 *
22973	CALSA	00	00	Total Payment Amount:	$875.00 *
23024	JOEYS JUMPING CASTLE	03	00	Total Payment Amount:	$9,773.75 *
23060	DELL COMPUTER CORP.	00	00	Total Payment Amount:	$10,441.45 *
23181	SCHOOLWORKS INC.	03	00	Total Payment Amount:	$3,000.00 *
23214	BEST TOURS AND TRAVEL	03	00	Total Payment Amount:	$6,600.00 *
23238	TETER	06	06	Total Payment Amount:	$22,725.54 *
23257	FOX INTERPRETING	03	00	Total Payment Amount:	$26,688.61 *
23259	KINGS PETROLEUM LLC	03	00	Total Payment Amount:	$50,788.28 *
23274	TULARE COUNTY JAIL INDUSTRIES	09	00	Total Payment Amount:	$1,332.92 *
23325	ANAYA CONSTRUCTION	02	06	Total Payment Amount:	$511,023.22 *
23358	LOZANO SMITH, LLP	06	09	Total Payment Amount:	$11,174.63 *
23484	CENTRAL VALLEY LOCK & SAFE	03	00	Total Payment Amount:	$2,222.69 *
23581	Y R PIZZA PLANET	06	06	Total Payment Amount:	$410.00 *
23655	JUNIOR LIBRARY GUILD	03	00	Total Payment Amount:	$10.93 *
23663	LUPA, NORMA	00	00	Total Payment Amount:	$360.60 *
23671	CASTILLO, YOVANA	00	00	Total Payment Amount:	$481.69 *
23675	UNIVERSAL STUDIOS HOLLYWOOD	03	00	Total Payment Amount:	$50,502.00 *
23685	D H MACHINE INC.	03	00	Total Payment Amount:	$6,428.57 *
23769	CSBA	00	00	Total Payment Amount:	$25,858.00 *
23802	MARVIN ARMSTRONG ARCHITECT	03	00	Total Payment Amount:	$1,785.30 *
23892	BAKEMARK	03	00	Total Payment Amount:	$6,174.44 *
23896	GOLDEN EAGLE CHARTER INC.	03	00	Total Payment Amount:	$43,630.00 *
23934	TRUCKPRO , LLC	03	00	Total Payment Amount:	$5,623.46 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
24061	COUNTER TOPS BY "CHET"	06	06	Total Payment Amount:	$25,675.00 *
24074	ADVENTURE PARK	03	00	Total Payment Amount:	$34,790.00 *
24123	TECHNICON ENGINEERING SERVICES	03	00	Total Payment Amount:	$7,090.00 *
24132	VARGAS- HERNANDEZ, JORGE O.	01	06	Total Payment Amount:	$1,767.00 *
24195	AWARDS AND SIGNS UNLIMITED	03	00	Total Payment Amount:	$7,281.99 *
24196	JONES SCHOOL SUPPLY CO.INC.	03	00	Total Payment Amount:	$212.03 *
24313	EXETER MERCANTILE CO.	03	00	Total Payment Amount:	$2,635.94 *
24341	ZWEIGLE SEPTIC, LLC	03	00	Total Payment Amount:	$4,360.00 *
24380	A & G TELEPHONE SERVICE INC.	03	00	Total Payment Amount:	$10,906.08 *
24417	SWANSON, SHEVONNE	00	00	Total Payment Amount:	$37.50 *
24421	VILLAGOMEZ, MARYLOU	00	00	Total Payment Amount:	$409.01 *
24436	BUSWEST - FRESNO	03	00	Total Payment Amount:	$3,908.21 *
24458	ZERLANG, NEIL	03	00	Total Payment Amount:	$16,840.02 *
24498	CAL GRO PUMP SERVICE, INC.	03	00	Total Payment Amount:	$1,738.26 *
24502	CERDA, LEANNE	00	00	Total Payment Amount:	$588.74 *
24542	ATKINSON, ANDELSON, LOYA, RUDD	03	00	Total Payment Amount:	$31,632.69 *
24545	DEPARTMENT OF JUSTICE	09	00	Total Payment Amount:	$1,504.00 *
24559	DUSTYS PUMPING SERVICES	02	06	Total Payment Amount:	$1,365.00 *
24581	MOBILE ED. PRODUCTIONS	03	00	Total Payment Amount:	$8,525.00 *
24642	FRESNO CHAFFEE ZOO	09	00	Total Payment Amount:	$1,582.50 *
24739	HERNANDEZ, SALLY	00	00	Total Payment Amount:	$139.71 *
24751	WHITES MUSIC	03	00	Total Payment Amount:	$262.80 *
24756	U. S. BANK	03	00	Total Payment Amount:	$76,526.36 *
24791	SUAREZ, ELLEN	00	00	Total Payment Amount:	$54.18 *
24800	APPLE INC.	00	00	Total Payment Amount:	$16,094.57 *
24839	SCOUT SPECIALTIES, INC.	03	00	Total Payment Amount:	$50.21 *
24873	FOLLETT SCHOOL SOLUTIONS, LLC	06	06	Total Payment Amount:	$15,214.92 *
24877	MACMILLAN/MCGRAW-HILL	09	00	Total Payment Amount:	$1,830.84 *
24898	LEO'S NURSERY	02	06	Total Payment Amount:	$51.72 *
24926	SIGNS OF SUCCESS	03	00	Total Payment Amount:	$8,512.63 *
24929	SHERWIN-WILLIAMS CO., THE	03	00	Total Payment Amount:	$22,731.93 *
24974	RODRIGUEZ, MICAELA MACARENO	00	00	Total Payment Amount:	$579.60 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
24988	KIMBALL MIDWEST	03	00	Total Payment Amount:	$7,101.43 *
25012	US AIRCONDITIONING DIST. INC	03	00	Total Payment Amount:	$709.70 *
25076	WANDLER, ERIN	00	00	Total Payment Amount:	$4,863.30 *
25113	WESTERN BUILDING MATERIALS	03	00	Total Payment Amount:	$7,704.70 *
25147	RAINSCAPE	03	00	Total Payment Amount:	$42,220.67 *
25171	LEON ENVIRONMENTAL SERVICES	03	00	Total Payment Amount:	$12,000.00 *
25205	AUTO ZONE	00	00	Total Payment Amount:	$4,428.42 *
25214	TINOS FENCE, INC.	03	00	Total Payment Amount:	$6,366.50 *
25217	RICKS VENDING DISTRIBUTION	03	00	Total Payment Amount:	$3,470.50 *
25229	LOWES -#98007297470	00	00	Total Payment Amount:	$12,522.61 *
25330	CUMMINS WEST	03	00	Total Payment Amount:	$2,815.09 *
25364	AMERICAN INCORPORATED	03	00	Total Payment Amount:	$301,041.85 *
25403	SNA	00	00	Total Payment Amount:	$49.00 *
25430	QUINTANA, RAYMOND	00	00	Total Payment Amount:	$84.20 *
25449	DIGITECH INTEGRATION INC	03	00	Total Payment Amount:	$35,524.82 *
25460	COLEMAN, FAITH	00	00	Total Payment Amount:	$171.08 *
25463	MONSON-SULTANA JOINT UNION ELE	09	00	Total Payment Amount:	$1,969.65 *
25488	RUSSELL SIGLER INC.	03	00	Total Payment Amount:	$860.53 *
25575	VALDEZ, YOLANDA	00	00	Total Payment Amount:	$534.80 *
25666	SY TECH SOLUTIONS, INC.	03	00	Total Payment Amount:	$4,740.00 *
25680	TRONCOZO, MELISSA	00	00	Total Payment Amount:	$238.96 *
25708	ASBURY ENVIRONMENTAL SERVICES	03	00	Total Payment Amount:	$103.00 *
25721	FASTRAK VIOLATION PROCESS DEPT	00	00	Total Payment Amount:	$8.00 *
25722	ED DENA'S AUTO CENTER	03	00	Total Payment Amount:	$46,533.55 *
25725	WILD WATERS ADVENTURE PARK	03	00	Total Payment Amount:	$25,783.31 *
25740	PARK PLANET	03	00	Total Payment Amount:	$232,993.95 *
25741	FRESNO MOBILE RADIO	03	00	Total Payment Amount:	$940.00 *
25750	ASSOCIATION OF CALIFORNIA	09	00	Total Payment Amount:	$13,189.11 *
25757	PROJECT LEAD THE WAY	08	00	Total Payment Amount:	$1,755.25 *
25767	EDUCATIONAL RESOURCE CONSULTAN	03	00	Total Payment Amount:	$21,000.00 *
25771	WILLIAMS, SONYA	00	00	Total Payment Amount:	$35.00 *
25792	CHILDS AND COMPANY, INC.	03	00	Total Payment Amount:	$792.31 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
25814	CERDA, SANDRA	00	00	Total Payment Amount:	$918.90 *
25851	STEFANICH, MYCHELLE	00	00	Total Payment Amount:	$51.70 *
25949	WILLIAM V. MACGILL	03	00	Total Payment Amount:	$9,365.03 *
25950	IMPERIAL DADE	09	06	Total Payment Amount:	$10,032.69 *
25964	AIR & LUBE SYSTEMS INC.	03	00	Total Payment Amount:	$2,691.24 *
25977	JS COMMUNICATIONS, INC.	03	00	Total Payment Amount:	$337.26 *
25982	FRONTLINE TECHNOLOGIES, INC.	06	06	Total Payment Amount:	$34,411.44 *
25985	LATINO COMMISSION	03	00	Total Payment Amount:	$50,000.00 *
26003	VISTA HIGHER LEARNING	03	00	Total Payment Amount:	$2,914.05 *
26016	O'REILLY AUTO PARTS	03	00	Total Payment Amount:	$2,796.57 *
26057	BSN SPORTS, INC	03	00	Total Payment Amount:	$9,800.19 *
26059	JOSTENS SOUTH VALLEY	00	00	Total Payment Amount:	$883.56 *
26063	TRUCK PARTS AND SERVICES	03	00	Total Payment Amount:	$339.92 *
26064	CAPITAL ONE PUBLIC FUNDING	03	00	Total Payment Amount:	$23,945.12 *
26089	FOLLETT CONTENT SOLUTIONS	03	00	Total Payment Amount:	$24,188.61 *
26101	PLTW CALIFORNIA STATE UNIVERSI	00	00	Total Payment Amount:	$1,200.00 *
26109	CVIN LLC	03	00	Total Payment Amount:	$15,559.40 *
26114	LIBRARY STORE, THE	03	00	Total Payment Amount:	$425.62 *
26118	ANALYTIC	03	00	Total Payment Amount:	$8,918.00 *
26162	J & E RESTAURANT SUPPLY INC	03	00	Total Payment Amount:	$9,820.96 *
26169	LIBERTY PAPER	03	00	Total Payment Amount:	$19,892.81 *
26198	KRC SAFETY CO., INC	03	00	Total Payment Amount:	$200.00 *
26240	SIHOTA, RAJNEET	00	00	Total Payment Amount:	$147.56 *
26241	JASSO, ANA ELISA	00	00	Total Payment Amount:	$129.77 *
26248	NISH-KO INC.	03	00	Total Payment Amount:	$7,609.00 *
26270	A&E INDUSTRIAL CLEANING	03	00	Total Payment Amount:	$7,237.75 *
26276	ROY DRESSEL PHOTOGRAPHY	02	06	Total Payment Amount:	$385.00 *
26289	DENNY MCCOWAN GENERAL ENGINEER	09	06	Total Payment Amount:	$175,150.00 *
26292	BOOMERANG PROJECT, THE	03	00	Total Payment Amount:	$7,700.00 *
26320	VALLEY SECURITY ALARM	03	00	Total Payment Amount:	$7,416.99 *
26363	SAENZ PRODUCTIONS	01	06	Total Payment Amount:	$4,700.00 *
26374	ORGANIZATIONAL SERVICES	03	00	Total Payment Amount:	$2,600.00 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
26395	MEDALLION SUPPLY	03	00	Total Payment Amount:	$46,696.15 *
26398	HCI SYSTEMS, INC.	03	00	Total Payment Amount:	$3,374.00 *
26415	ESQUEDA, ROSALIND	01	06	Total Payment Amount:	$3,508.50 *
26478	VALLEY ROP	09	00	Total Payment Amount:	$217,244.90 *
26489	ERC	03	00	Total Payment Amount:	$10,025.00 *
26516	GRIST INSPECTIONS	01	06	Total Payment Amount:	$18,750.00 *
26601	MIRACLE PLAYSYSTEMS, INC.	03	00	Total Payment Amount:	$21,130.47 *
26640	WALMART	00	00	Total Payment Amount:	$3,520.68 *
26656	IDENTIMETRICS, INC.	03	00	Total Payment Amount:	$3,745.00 *
26666	G2SOLUTIONS, INC.	03	00	Total Payment Amount:	$199.90 *
26687	DOCTORS OCCUPAIONAL TESTING SO	01	05	Total Payment Amount:	$595.00 *
26709	GUZMAN, VICTORIA	00	00	Total Payment Amount:	$69.34 *
26711	DUMONT PRINTING	03	00	Total Payment Amount:	$440.70 *
26713	EMERZIAN WOODWORKING	03	00	Total Payment Amount:	$29,956.76 *
26717	SYN-TECH SYSTEMS, INC.	00	00	Total Payment Amount:	$3,538.00 *
26879	EXPLORELEARNING	03	00	Total Payment Amount:	$1,880.00 *
26892	REDWOOD REGION FORENSICS	00	00	Total Payment Amount:	$120.00 *
26910	PLAZA CONCRETE, INC.	03	00	Total Payment Amount:	$984.87 *
26912	AMAZON CAPITAL SERVICES	03	00	Total Payment Amount:	$141,730.52 *
26945	CRISTIAN SECURITY CORP.	03	00	Total Payment Amount:	$3,441.00 *
26951	ECOLAB INC.	03	00	Total Payment Amount:	$314.29 *
26958	QUALITY LAPEL PINS	03	00	Total Payment Amount:	$846.21 *
26981	RUSH	02	06	Total Payment Amount:	$5,898.24 *
26985	WILMINGTON TRUST FEE COLLECTIO	00	00	Total Payment Amount:	$750.00 *
26991	KAJEET INC.	03	00	Total Payment Amount:	$626.19 *
27091	PAPE TRUCKS INC.	03	00	Total Payment Amount:	$2,987.54 *
27118	EMS LINQ INC.	03	00	Total Payment Amount:	$14,826.05 *
27120	JOSE NAVARRO	01	06	Total Payment Amount:	$1,500.00 *
27157	TAVIZON, SARA	00	00	Total Payment Amount:	$310.42 *
27177	CALIFORNIA STATE BAND CHAMPION	00	00	Total Payment Amount:	$200.00 *
27200	BARRAGAN, RAQUEL	00	00	Total Payment Amount:	$14.99 *
27203	STS EDUCATION	03	00	Total Payment Amount:	$10,069.42 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
27218	VILLEGAS, JUDIT	00	00	Total Payment Amount:	$102.65 *
27226	CAPISTRAN, JULIA	00	00	Total Payment Amount:	$78.61 *
27242	BLUELIGHT ELECTRIC	03	00	Total Payment Amount:	$8,710.00 *
27258	ALTA FENCING COMPANY	01	06	Total Payment Amount:	$170,620.00 *
27264	VALLEY ELEVATOR, INC	03	00	Total Payment Amount:	$3,202.32 *
27269	RODRIGUEZ, CHRISTY	00	00	Total Payment Amount:	$309.57 *
27285	GENERATION GENIUS, INC.	03	00	Total Payment Amount:	$1,995.00 *
27292	ORBIT LANES	03	00	Total Payment Amount:	$24,008.63 *
27299	NUESTRO TIEMPO PUBLISHING	01	06	Total Payment Amount:	$971.46 *
27307	AWESOME CHARTERS AND TOURS	03	00	Total Payment Amount:	$64,715.00 *
27362	SIERRA VIEW CONSTRUCTION	01	06	Total Payment Amount:	$25,200.00 *
27366	AGUAYO, SARAH	00	00	Total Payment Amount:	$167.05 *
27374	SEESAW LEARNING, INC.	03	00	Total Payment Amount:	$3,574.00 *
27375	CLOUDFLARE, INC.	03	00	Total Payment Amount:	$25,726.32 *
27393	INSTITUTE FOR MULTI SENSORY ED	06	06	Total Payment Amount:	$1,782.13 *
27415	CALIFORNIA LIVESTOCK SERVICES	01	06	Total Payment Amount:	$1,368.99 *
27428	CINTAS	03	00	Total Payment Amount:	$8,197.41 *
27445	NSDA	09	00	Total Payment Amount:	$80.00 *
27456	ZAJONC CORP	03	00	Total Payment Amount:	$50,850.00 *
27457	COLLEGE BOARD	03	00	Total Payment Amount:	$2,681.28 *
27460	BOB MCCLOSKEY INUSURANCE	03	00	Total Payment Amount:	$8,379.80 *
27461	JOHNSTONE SUPPLY	03	00	Total Payment Amount:	$12,192.16 *
27473	KAMI	03	00	Total Payment Amount:	$11,680.00 *
27483	PARENTS AS TEACHERS	03	00	Total Payment Amount:	$220.00 *
27488	YETTEM-SEVILLE CSD	03	00	Total Payment Amount:	$175.30 *
27493	SOLIANT HEALTH, LLC	06	06	Total Payment Amount:	$36,956.25 *
27503	SCHOLASTIC TEACHER STORE	03	00	Total Payment Amount:	$2,413.17 *
27511	SITELOGIQ	03	00	Total Payment Amount:	$70,940.92 *
27517	SIERRA RANGE CONSTRUCTION	03	00	Total Payment Amount:	$266,401.60 *
27523	GROWTHPOINT TECHNOLOGIES, INC.	03	00	Total Payment Amount:	$409,500.00 *
27532	ALLIED STORAGE CONTAINERS	03	00	Total Payment Amount:	$2,871.54 *
27553	LESLIE POOLMART INC.	03	00	Total Payment Amount:	$23.14 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
27557	TURF TANK	03	00	Total Payment Amount:	$7,819.11 *
27574	HD SUPPLY	03	00	Total Payment Amount:	$28,488.31 *
27593	LEAF	06	01	Total Payment Amount:	$8,911.54 *
27595	WATER SYSTEM SOLUTIONS LLC	03	00	Total Payment Amount:	$1,352.50 *
27603	FIRST STRING SPORTS	03	00	Total Payment Amount:	$5,034.21 *
27612	MARCHING BANDWORKS LLC	03	00	Total Payment Amount:	$2,000.00 *
27622	DAB THERAPY SERVICES	01	05	Total Payment Amount:	$1,012.50 *
27625	CALIFORNIA IT IN EDUCATION	09	00	Total Payment Amount:	$990.00 *
27633	RODRIGUEZ, PABELY	00	00	Total Payment Amount:	$259.84 *
27635	RIVERSIDE INSIGHTS	06	06	Total Payment Amount:	$32,800.00 *
27639	WALTERS, DILLON	00	00	Total Payment Amount:	$62.05 *
27654	H2I GROUP, INC.	03	00	Total Payment Amount:	$4,080.35 *
27663	SAVECO #22	03	00	Total Payment Amount:	$4,731.08 *
27664	RAYMOND WEST	00	00	Total Payment Amount:	$2,130.88 *
27666	NATIONAL ASSOCIATION FOR MUSIC	00	00	Total Payment Amount:	$158.00 *
27697	ZERO NOX, INC.	03	00	Total Payment Amount:	$205.00 *
27709	THERAPY TRAVELERS LLC	03	00	Total Payment Amount:	$14,364.66 *
27726	LEONA WOODS	01	06	Total Payment Amount:	$14,898.00 *
27728	SKY ZONE	06	06	Total Payment Amount:	$3,958.20 *
27730	DOLLYWOOD FOUNDATION	03	00	Total Payment Amount:	$2,016.31 *
27740	ESTHER REYES MENDOZA	01	06	Total Payment Amount:	$825.00 *
27743	EDP ENVIRONMENTS, INC.	03	00	Total Payment Amount:	$5,586.08 *
27777	MACKIN EDUCATIONAL RESOURCES	03	00	Total Payment Amount:	$30,016.52 *
27788	AT & T CALNET 4	00	00	Total Payment Amount:	$7,923.72 *
27839	QUEVEDO, VALERIA	00	00	Total Payment Amount:	$275.93 *
27843	LEADERSHIP ASSOCIATES, LLC	06	06	Total Payment Amount:	$7,500.00 *
27846	AMPACT	03	00	Total Payment Amount:	$13,050.00 *
27854	SHIRTS UNLIMITED LLC	03	00	Total Payment Amount:	$564.52 *
27879	FACILITIES MANAGEMENT EXPRESS	06	06	Total Payment Amount:	$10,969.88 *
27884	SELMA CINEMAS	00	00	Total Payment Amount:	$7,267.50 *
27899	MINERAL KING PUBLISHING, INC.	03	00	Total Payment Amount:	$2,843.00 *
27902	PREFERRED MOBILE EQUIPMENT	01	06	Total Payment Amount:	$3,750.88 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
27903	VIDES, DIANA	00	00	Total Payment Amount:	$1,177.71 *
27923	DR. ELIZET MORET ED CONSULTING	01	06	Total Payment Amount:	$1,700.00 *
27926	QUADIENT LEASING USA, INC.	03	00	Total Payment Amount:	$1,890.00 *
27927	USPS-POC	03	00	Total Payment Amount:	$3,400.00 *
27941	CALIFORNIA COMMERCIAL POOLS,	03	00	Total Payment Amount:	$50,934.25 *
27942	SUPERIOR SERVICE CORP	03	00	Total Payment Amount:	$943.26 *
27949	MINGA SOLUTIONS INC.	03	00	Total Payment Amount:	$11,150.00 *
27956	EWELL EDUCATION SERVICES, INC.	03	00	Total Payment Amount:	$180.00 *
27960	PACKBACK, INC.	03	00	Total Payment Amount:	$16,500.00 *
27970	CASAREZ, ALICIA	00	00	Total Payment Amount:	$32.65 *
27971	LENTZ, ERIC	00	00	Total Payment Amount:	$296.80 *
27980	GALVAN, MITCHELL	00	00	Total Payment Amount:	$25.00 *
27983	GILL, TIDY	00	00	Total Payment Amount:	$25.76 *
27985	QUADIENT POSTAGE FUNDING	03	00	Total Payment Amount:	$6,800.00 *
27994	GAME PLAN ATHLETIC TRAINING	01	06	Total Payment Amount:	$6,083.34 *
27998	HERNANDEZ, LISSETH	00	00	Total Payment Amount:	$143.93 *
28008	EMPIRE AUTO GLASS, LLC	01	06	Total Payment Amount:	$500.00 *
28010	ZAVALA, OSCAR	00	00	Total Payment Amount:	$25.00 *
28040	BONTERRA	03	00	Total Payment Amount:	$4,426.48 *
28046	NO SURRENDER FRESNO, LLC	03	00	Total Payment Amount:	$11,088.00 *
28047	GUADALUPE GARDENS	01	06	Total Payment Amount:	$995.00 *
28059	GIRLS ON THE RUN	03	00	Total Payment Amount:	$600.00 *
28069	METEOR EDUCATION, LLC	03	00	Total Payment Amount:	$3,712.90 *
28076	GONZALEZ, LAURA	00	00	Total Payment Amount:	$58.24 *
28078	TULARE-KINGS COUNTIES YOUTH	09	06	Total Payment Amount:	$22,732.02 *
28094	HOME CAMPUS	03	00	Total Payment Amount:	$995.00 *
28120	NEXT GEN MATH, LLC	03	00	Total Payment Amount:	$11,932.00 *
28124	SAVING WILDLIFE INTERNATIONAL	03	00	Total Payment Amount:	$2,685.00 *
28130	JCL COMPANY, LLC	01	06	Total Payment Amount:	$997.44 *
28134	B.E.E. THERAPY GROUP, LLC	03	00	Total Payment Amount:	$78,992.00 *
28138	DOCUSIGN, INC.	03	00	Total Payment Amount:	$30,376.87 *
28142	ENTERPRISE RENT A CAR	03	00	Total Payment Amount:	$2,106.54 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
28145	KASEYA US, LLC	03	00	Total Payment Amount:	$19,112.32 *
28147	SANDOVAL, SERGIO	01	06	Total Payment Amount:	$1,186.00 *
28152	GOMEZ, ISAAK	00	00	Total Payment Amount:	$349.65 *
28156	CHRISTE BYERLEE	01	06	Total Payment Amount:	$4,101.31 *
28159	MAYESH WHOLESALE FLORIST, INC.	03	00	Total Payment Amount:	$1,178.14 *
28176	UNITED HEALTH CENTERS OF THE	09	00	Total Payment Amount:	$49,959.91 *
28187	PUENTE, BIANCA K.	00	00	Total Payment Amount:	$41.16 *
28191	QUEZADA, LORENA	00	00	Total Payment Amount:	$101.57 *
28222	WEISSMAN THEATRICAL SUPPLIES,	03	00	Total Payment Amount:	$1,254.89 *
28229	CREATIVE PROMO, THE	03	00	Total Payment Amount:	$336.08 *
28247	L G CORTEZ ENTERPRISES	03	00	Total Payment Amount:	$49,054.84 *
28259	VARGAS, CHRISTIAN	01	06	Total Payment Amount:	$52.08 *
28261	AIR TREATMENT CORPORATION	03	00	Total Payment Amount:	$9,514.33 *
28264	DAVID RODRIGUEZ	01	06	Total Payment Amount:	$1,040.00 *
28269	NAVISPIRE	03	00	Total Payment Amount:	$3,520.59 *
28270	STORER COACHWAYS	03	00	Total Payment Amount:	$5,128.29 *
28276	KAI ATHLETIC LLC	03	00	Total Payment Amount:	$2,251.00 *
28279	LATON ARTS CENTRAL CA	09	06	Total Payment Amount:	$21,528.72 *
28280	MID VALLEY MECHANICAL AIR	03	00	Total Payment Amount:	$925.27 *
28282	SKYLINE BUS CHARTER LLC	01	06	Total Payment Amount:	$2,800.00 *
28285	STTE FOUNDATION	09	00	Total Payment Amount:	$21,000.00 *
28287	SANBARCOLLBUSCOM, INC	03	00	Total Payment Amount:	$500.00 *
28289	ELITE TEAM OROSI	06	06	Total Payment Amount:	$3,750.00 *
28293	FIGUEROA MANZO, MIRIAM	00	00	Total Payment Amount:	$1,089.61 *
28294	ENVIRONMENTAL PROTECTION AGENC	09	06	Total Payment Amount:	$728,944.26 *
28295	TECH INTERACTIVE, THE	09	06	Total Payment Amount:	$660.00 *
28297	GOMEZ-CONTRERAS, EMMA	00	00	Total Payment Amount:	$411.53 *
28298	THOMPSON, KAREN	01	06	Total Payment Amount:	$950.00 *
28299	SPAGNOLA, LISA MARIE	01	06	Total Payment Amount:	$300.00 *
28300	VASQUEZ, MONIQUE	01	06	Total Payment Amount:	$589.00 *
28301	WOODLAKE YOGA	01	06	Total Payment Amount:	$250.00 *
28304	VERTIV CORPORATION	03	00	Total Payment Amount:	$1,254.00 *

Summary

DatePaid between 05/30/2025 and 07/28/2025

Vendor No.	Vendor Name	Ven. Type	1099		Amount
28305	MARQUEZ, SUSANA	00	00	Total Payment Amount:	$25.00 *
28307	KIDS EMPIRE USA LLC	06	01	Total Payment Amount:	$4,770.00 *
28309	HERNANDEZ-AVILA, CLAUDIA	00	00	Total Payment Amount:	$21.70 *
28311	RIVERA, ELIZABETH	01	06	Total Payment Amount:	$120.00 *
28312	PHOENIX TECHNOLOGIES INC	03	00	Total Payment Amount:	$18,000.00 *
28314	VALLEY CHILDREN'S ICE CENTER	06	06	Total Payment Amount:	$6,050.00 *
28316	RUBALCABA, DESTINY	00	00	Total Payment Amount:	$300.30 *
28317	GUADIAN, KARINA	00	00	Total Payment Amount:	$63.84 *
28318	E.I.L PHOTOGRAPHY	01	06	Total Payment Amount:	$49.50 *
28319	AGLUBA, KATRINA	01	06	Total Payment Amount:	$49.50 *
28320	AMERICAN EAGLE ENTERPRISES	03	00	Total Payment Amount:	$411.95 *
28322	DOROTEO GONZALES	01	06	Total Payment Amount:	$4,100.00 *
				Total Payment Amount:	$8,410,275.41 *

Summary

DatePaid between 05/30/2025 and 07/28/2025

Vendor No.	Vendor Name	Ven. Type	1099	Amount

Grand Total Payment Amount: $8,410,275.41 **

TOTAL PAYMENTS SUMMARY REPORT

May 30, 2025 - July 28, 2025

Books, Materials & Supplies *40xxx - 44000*	$	746,604
Food - Food Services *47xxx*	$	221,791
Professional Services, Operations & Repairs *51xxx - 54xxx, 56xxx - 58000*	$	3,547,571
Utilities & Communications *55xxx & 59xxx*	$	258,116
Capital Outlay (Construction & Equipment) *6xxxx*	$	2,026,650
Health Insurance *9xxxx*	$	1,609,544
TOTAL	**$**	**8,410,276**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **JUNE/JULY CASH BALANCE REPORT**

ATTACHMENTS: **JUNE/JULY CASH BALANCE REPORT**

FUNDING SOURCE: **N/A**

DISCUSSION:

At the start of each month, the Business Office reviews the District's cash position to ensure adequate cash reserves are on hand to pay for District operations. The June/July 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 June/July Cash Balance Report**

PROPOSED ACTION: **APPROVE**

Item #: 4

8 - Cutler-Orosi Jt. Unified School District

Current Cash Balance - Thru 07/28/2025
Payroll From 07/01/2025 Thru 07/31/2025

Report Date: 07/28/2025
GLD920 9:09:15AM

County Fund	District Number	Fund		Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
608	8	0100	General Fund	$62,191,789.58	$3,132,499.83	1,985.37
N/A	8	0800	Student Activity Special Revenue Fund	$0.00		
AAQ	8	1100	Adult Education Fund	$49,173.32	$7,079.69	694.57
AWL	8	1200	Child Development Fund	$1,254,075.76	$29,530.30	4,246.74
AUB	8	1300	Cafeteria Special Revenue Fund	$3,073,063.79	$38,087.51	8,068.43
AAT	8	1700	Special Reserve Fund for Other than Capital Outlay Pr	$0.65		
AZT	8	2110	Building Fund #1	$8,240,066.05		
AJS	8	2120	Building Fund # 2	$735,994.03		
AJK	8	2510	Developer Fees Fund	$69,383.32		
AAW	8	3500	County School Facilities Fund - New Construction	$183,563.36		
ABF	8	3510	County School Facilities Fund - Modernization	$1,469,150.26		
AAV	8	4000	Special Reserve Fund for Capital Outlay Projects	$0.05		
689	8	5100	Bond Interest & Redemption Fund - #1	$728,402.54		
61C	8	5110	Bond Interest & Redemption Fund - #2	$616,945.23		
61D	8	5120	Bond Interest & Redemption Fund - #3	$0.00		
			Report Total	**$78,611,607.94**		

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**BUDGET REVISION # 1**
ATTACHMENTS:	**BUDGET REVISION # 1**
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 # 1 is for July 2025 and is the first revision since the budget adoption in June.

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 # 1.**

PROPOSED ACTION: **APPROVE**

Item #: 5

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

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**010 General Fund**				
LCFF	62,443,326	-	467,194	62,910,520	1
Federal Revenues	14,174,103	-	-	14,174,103	
Other State Revenues	14,885,136	-	-	14,885,136	
Other Local Revenues	3,339,856	-	-	3,339,856	
Revenues	**94,842,421**	-	**467,194**	**95,309,615**	
Expenditures					
Certificated Salaries	31,727,511	-	162,711	31,890,222	1
Classified Salaries	15,852,450	-	17,947	15,870,397	1
Employee Benefits	24,950,184	-	75,810	25,025,994	1
Books and Supplies	6,149,469	-	501,121	6,650,590	1
Services, Other Operating	13,751,377	-	1,006,185	14,757,562	1
Capital Outlay	10,313,740	-	604,271	10,918,011	1
Other Outgo	1,469,864	-	-	1,469,864	
Indirect Costs	(222,305)	-	3,130	(219,175)	1
Total Expenditures	**103,992,289**	-	**2,371,175**	**106,363,464**	
Other Financing Sources/Uses					
Transfer Out	-	-	-	-	
Fund:	**110 Adult Education Fund**				
Federal Revenues	105,153	-	-	105,153	
Other State Revenue	331,057	-	-	331,057	
Other Local Revenue	-	-	-	-	
Revenues	**436,210**	-	-	**436,210**	
Expenditures					
Certificated Salaries	116,585	-	-	116,585	
Classified Salaries	55,506	-	-	55,506	
Employee Benefits	77,893	-	-	77,893	
Books and Supplies	10,444	-	-	10,444	
Services, Other Operating	160,640	-	-	160,640	
Capital Outlay	-	-	-	-	
Indirect Costs	15,142	-	-	15,142	
Total Expenditures	**436,210**	-	-	**436,210**	
Fund:	**120 Child Development Fund**				
Other State Revenues	2,518,810	-	-	2,518,810	
Other Local Revenues	-	-	-	-	
Revenues	**2,518,810**	-	-	**2,518,810**	
Expenditures					

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Certificated Salaries	210,000	-	-	210,000	
Classified Salaries	1,141,086	-	-	1,141,086	
Employee Benefits	804,560	-	-	804,560	
Books and Supplies	150,733	-	-	150,733	
Services, Other Operating	39,628	-	-	39,628	
Capital Outlay	70,000	-	-	70,000	
Indirect Costs	118,803	-	-	118,803	
Total Expenditures	**2,534,810**	**-**	**-**	**2,534,810**	
Fund:	**130 Cafeteria Special Revenue Fund**				
Federal Revenues	4,232,940	-	-	4,232,940	
Other State Revenues	900,272	-	-	900,272	
Other Local Revenues	25,000	-	-	25,000	
Revenues	**5,158,212**	**-**	**-**	**5,158,212**	
Expenditures					
Certificated Salaries	20,518	-	-	20,518	
Classified Salaries	1,283,593	-	22,900	1,306,493	2
Employee Benefits	671,801	-	8,558	680,359	2
Books and Supplies	2,785,626	-	-	2,785,626	
Services, Other Operating	185,150	-	-	185,150	
Capital Outlay	300,000	-	-	300,000	
Indirect Costs	88,360	-	-	88,360	
Total Expenditures	**5,335,048**	**-**	**31,458**	**5,366,506**	
Fund:	**211 Building Fund #1**				
Other Financing Sources/Uses	-	-	**8,396,592**	**8,396,592**	3
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	-	8,396,592	8,396,592	3
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**-**	**8,396,592**	**8,396,592**	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**212 Building Fund #2**				
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	-	675,447	675,447	4
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**-**	**675,447**	**675,447**	
Fund:	**251 Developer Fees Fund**				
Other Local Revenues	54,379	-	-	54,379	
Revenues	**54,379**	**-**	**-**	**54,379**	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	54,379	-	-	54,379	
Other Outgo	-	-	-	-	
Total Expenditures	**54,379**	**-**	**-**	**54,379**	
Fund:	**350 County School Facilities Fund - Palm Kinder**				
Other Local Revenues	-	-	-	-	
Revenues	**-**	**-**	**-**	**-**	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	37,803	-	-	37,803	
Other Outgo	-	-	-	-	
Total Expenditures	**37,803**	**-**	**-**	37,803	
Fund:	**351 County School Facilities Fund - Mondernization**				
Other Local Revenues	-	-	-	-	
Revenues	**-**	**-**	**-**	**-**	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	-	883,162	883,162	5
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**-**	**883,162**	**883,162**	

Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations

General Fund

1) **LCFF Revenue** increased by $467,194 based on the current LCFF calculator based on the revised P-2. **Certificated & Classified Salaries & Employee Benefits** increased due to the actual costs of summer school. **Books & Supplies** and **Services, Other Operating** increased by $501,121 and $1,006,185 respectively due to program needs and to budget for projects not completed at end of fiscal year 2024-25. **Capital Outlay** increased by $604,271 to budget for projects not completed at end of 2024-25. **Indirect Costs** was increased to align with current expenditures.

Cafeteria Fund

2) **Classifed Salaries & Benefits** increased by $31,458 due to increased hours needed for summer school.

Building Fund #1

3) Other Financing Sources & Capital Outlay was set up due to the receipt of the current 2016 Series C Bonds.

212 Building Fund #2

4) **Capital Outlay** increased due to budgeting for projects not completed in 2024-25.

351 County School Facilities Fund - Modernization

5) **Capital Outlay** increased due to budgeting for projects not completed in 2024-25.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting
August 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **COJUSD ELEMENTARY SCHOOLS 2025-2026 FUNDRAISERS**

ATTACHMENTS: **COJUSD ELEMENTARY SCHOOLS 2025-2026 FUNDRAISERS – SUPPORTING DOCUMENTS**

DISCUSSION:

It is recommended that the Board approve the list of fundraisers for the three COJUSD Elementary Schools for the 2025-2026 fundraisers.

ITEM SUBMITTED AND APPROVED BY: ***Name of administrator who reviewed and approved this item: Melissa Delgadillo, Yovana Castillo, Diana Vides***

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 approve the COJUSD Elementary Schools 2025-2026 fundraisers.**

PROPOSED ACTION: **APPROVE**

COJUSD Elementary Schools Fundraisers 2025-2026

Cutler Elementary School, Golden Valley Elementary School, Palm Elementary School

The following is a list of fundraisers for COJUSD Elementary Schools:

- Sales
    - o Catalog Sales
    - o Apparel (T-shirts, Sweatshirts, socks, scarfs, decals etc.)
    - o School Spirit Paraphernalia (pom poms, lanyards, etc.)
    - o Beef Jerky Sales: Non-competing-compliant food item
    - o Cookie Dough: Food delivery after school hours
    - o Grams (Santa, Valentine's, Halloween, Easter etc.): Compliant with food and beverage requirement (if food item)
    - o Yard Sales
    - o Discount Cards (ex: Pizza Planet Card)
    - o Coupon/gift Books
    - o Food/drink Sales: Compliant with food and beverage requirement
    - o Popcorn/Candy sales/Catalog Candy Sales (Not sold on campus and distributed after school)

- Carwash
- Luncheons: Non-students – Sales at Back to School Night & Open House • Booth at Spring Fling: Compliant with food and beverage requirements
- Food sales at athletic events
- Working concessions/parking at athletic events
- Dances
- Recycling
- Performances
- Plays/Musicals
- Donation Banners
- Jog-a-thon, Read-a-thon, Dance-a-thon, Walk-a-thon
- Donation dots
- Photo booth – pictures
- Book Fair
- Carnival/Craft Fair – after school hours
- Movie Night
- Breakfast, Lunch, Dinner Event (ex: spaghetti dinner, pancake breakfast on weekend)
- Artist Arcade – after school hours
- Scentsy/Candle Sales
- Smencils
- Smillows - Scented Pillows
- Booksmarks
- Trinkets (Erasers, key chains)

The following are examples of what the fundraising activities help support:

- Field Day
- Class/grade level field trips
- Class/Team apparel (not uniforms)
- Red Ribbon week supplies
- Attend cultural events (plays)
- Student Rewards and Recognitions (PBIS & AR etc.)
- Performing Art (i.e. Band, Mariachi, Choir)
- Athletic equipment
- Library books and resources
- Photo booth rental
- Team Shirts – Spelling Bee, Science Olympiad, History Day, Reading Revolution etc.

Candy will not be sold on campus and must be distributed to students 30 minutes after school at 3:30pm. All food sales during the school day will need to be approved by Jody Rush using the Food & Beverage Fundraising Approval Form.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **EL MONTE MIDDLE SCHOOL FUNDRAISERS**

ATTACHMENTS: **2025-2026 EL MONTE MIDDLE SCHOOL FUNDRAISING LIST**

FUNDING SOURCE: **N/A**

DISCUSSION:
Fundraising at El Monte will generate additional resources for El Monte Middle School, enhancing educational programs, facilities, and student experiences while fostering community involvement.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Dr. Brian Zimmerman*

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 El Monte Middle School Fundraiser for 2025-2026.**

PROPOSED ACTION: **APPROVE**

Item #: 7

The following is a list of fundraisers for El Monte Middle School 2025/2026

- Sales
    - o Catalog Sales
    - o Apparel (T-shirts, Sweatshirts, scarfs, etc.)
    - o School Spirit Paraphernalia (pom poms, lanyards, etc.)
    - o Beef Jerky Sales: Non-competing-compliant food item
    - o Cookie Dough: Food delivery after school hours
    - o Grams (Santa, Valentine's, Halloween, etc.): Compliant with food and beverage requirement (if food item)
    - o Yard Sales
    - o Discount Cards (ex: Pizza Planet Card)
    - o Coupon/Gift Books
    - o Food/drink Sales: Compliant with food and beverage requirement
    - o Candy sales/Catalog Candy Sales (Not sold on campus and distributed after school)
- Carwash
- Luncheons: Non-students
- Booth at Spring Fling: Compliant with food and beverage requirement
- Food sales at athletic events
- Working concessions/parking at athletic events
- Dances
- Recycling
- Performances
- Plays/Musicals
- Donation Banners
- Jog-a-thon
- Donation dots
- Photo booth – pictures
- Book Fair
- Carnival/Craft Fair – after school hours
- Movie Night
- Breakfast, Lunch, Dinner Event (ex: spaghetti dinner, pancake breakfast during non-school hours)

The following are examples of what the fundraising activities help support

- Field Day
- Class/grade-level field trips
- Class/Team apparel (not uniforms)
- Red Ribbon Week supplies
- Attend cultural events (plays)
- Students Rewards and Recognitions
- Performing Art (i.e. Band, Mariachi, Choir)
- Athletic Equipment
- Library books and resources
- Photo booth rental

Candy will not be sold on campus and must be distributed to students 30 minutes after school at 2:50 pm. All food sales during the school day will need to be approved by Jody Rush by using the Food & Beverage Fundraising Approval Form.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE 2025-2026 CONSOLIDATED APPLICAION**

ATTACHMENTS: **2025-2026 CONSOLIDATED APPLICATION**

FUNDING SOURCE: **N/A**

DISCUSSION: The Consolidated Application is used by school districts to apply for various federal categorical funds from the California Department of Education. For each federal program entitlement, the LEA allocates funds for the program as indicated by the program requirements.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the 2025-2026 Consolidated Application**

PROPOSED ACTION: **APPROVE**

Item #: 8

California Department of Education | **Consolidated Application**

Cutler-Orosi Joint Unified (54 71860 0000000)

Status: Certified
Saved by: Erika Guardado
Date: 6/24/2025 9:37 AM

2025–26 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca24assurancestoc.asp.

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Yolanda Valdez
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/24/2025

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Yolanda Valdez
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/24/2025
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2025–26 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	09/12/2024
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Sunsie Tumacder
Authorized Representative's Title	Director of Student Services, Accountability

Warning
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2025–26 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title V, Part B Subpart 2 Rural and Low-Income School Grant ESSA Sec. 5221 SACS 4126	Yes

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2025–26 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	$125.64
Estimated English learner student count	1,438
Estimated English learner student program allocation	$180,670

Note: $10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than $10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Student Program Consortium Details web page located at https://www.cde.ca.gov/sp/ml/elconsortium.asp.

Budget

Professional development activities	$0
Program and other authorized activities	$0
English Proficiency and Academic Achievement	$171,854
Parent, family, and community engagement	$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$8,816
Total budget	$180,670

Warning
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2025–26 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	$99.32
Estimated immigrant student count	175
Estimated immigrant student program allocation	$17,381

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	$16,533
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$848
Total budget	$17,381

Warning
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2025–26 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at https://www.cde.ca.gov/fg/ac/sa/.

2025–26 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

Warning

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **ACCEPT THE QUARTERLY WILLIAMS UNIFORM COMPLAINT REPORT FOR APRIL-JUNE 2025.**

ATTACHMENTS: **THE QUARTERLY WILLIAMS UNIFORM COMPLAINT REPORT SUMMARY FOR APRIL-JUNE 2025.**

FUNDING SOURCE: **N/A**

DISCUSSION: There were no complaints for the quarter from April-June 2025.

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 Quarterly Williams Complaint Report summary for April-June 2025.**

PROPOSED ACTION: **APPROVE**

Item #: 9

Williams Valenzuela Complaint Report 2nd Quarter (April - June) 2025

* 1. Contact Information

Name *	Sunsie Tumacder
Title *	Director of Accountability, Student Serv
School District *	Cutler-Orosi Joint Unified School Distri
Email Address	sutumacder@cojusd.org
Phone Number *	(559)528-6949

2. Textbooks & Instructional Materials

# of Complaints Received in Quarter	0
# of Complaints Resolved in Quarter	0
# of Complaints Unresolved	0
If complaint was resolved, what actions were taken?	0

3. Facilities

# of Complaints Received in Quarter	0
# of Complaints Resolved in Quarter	0
# of Complaints Unresolved	0
If complaint was resolved, what actions were taken?	0

4. Teacher Vacancy & Misassignment

# of Complaints Received in Quarter	0
# of Complaints Resolved in Quarter	0
# of Complaints Unresolved	0
If complaint was resolved, what actions were taken?	0

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE SERVICE AGREEMENT FOR ADULT EDUCATION WITH VALLEY REGIONAL OCCUPATIONAL PROGRAM**

ATTACHMENTS: **VALLEY REGIONAL OCCUPATIONAL PROGRAM SERVICE AGREEMENT**

FUNDING SOURCE: **FULL SERVICES COMMUNITY SCHOOLS GRANT (CSI)**

DISCUSSION: Attached for Board approval is a services agreement with Valley Regional Occupational Program (Valley ROP). Valley ROP conducts classes in Adult Education at Cutler-Orosi JUSD or a Valley ROP District site that are consistent with the terms of this agreement. Valley ROP will develop the Adult Education classes curriculum consistent with the needs of adults in the community and the district. The total cost of this agreement shall not exceed $140,000.

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.**
- ☒ **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 Valley Regional Occupational Program Service Agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 10

PROGRAM SERVICES AGREEMENT
ADULT EDUCATION

This Program Services Agreement ("Agreement") is made and entered into effective July 1, 2025 by and between the **Cutler Orosi Joint Unified School District** ("District") and **Valley Regional Occupational Program** ("Valley ROP"), referred to collectively as the "Parties."

RECITALS

WHEREAS, the District offers Adult Education classes through Valley ROP; and

WHEREAS, the District is interested in offering Adult Education classes as part of the Valley ROP program; and

WHEREAS, Valley ROP does not have adequate funding to pay for the costs associated with the Adult Education classes; and

WHEREAS, Valley ROP is willing to employ the teacher for the Adult Education classes if the District will reimburse Valley ROP for all of the teacher's salary and benefits and a 7% Instructional Oversight fee not to exceed $140,000 per fiscal year as agreed upon on an annual basis.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Program and Performance Objectives.** Valley ROP shall conduct classes in Adult Education at Cutler-Orosi JUSD or a Valley ROP District site that are consistent with the terms of this Agreement. Valley ROP will develop the Adult Education classes' curriculum consistent with the needs of students and the District.

2. **Term of Agreement.** This Agreement shall continue in full force for three years until June 2025 or the District no longer has Adult Ed funds available for CTE classes or chooses not to fund classes.

3. **CTE Adult Ed. Courses. Offering – See Appendix A**

4. **Termination of Agreement.** Either Party may terminate this Agreement at the end of each fiscal year by providing the other Party with written notice no later than May 1st of that year.

5. **Valley ROP and District Responsibilities.** The Parties recognize that the size of the Adult Education classes is subject to change from school year to school year depending on student interest and the number of classes established by Valley ROP. Therefore, the Parties may adjust the number of Adult Education classes on a yearly basis without altering other terms of this Agreement.

a. **Valley ROP** agrees to provide the following services:

i. Valley ROP shall hire, supervise and evaluate an Adult Education Teacher, who shall be appropriately credentialed for career technical education and whose qualifications will make them suitable to teach this course. These positions are part-time hourly.

ii. Valley ROP will annually provide the District with the costs for the teacher's salary, benefit costs, supplemental costs (e.g., worker's compensation insurance and unemployment insurance), supplies and books, equipment, and 7% Instructional Oversight fees, Instructional Oversight fee not to exceed $120,000 per fiscal year for the Adult Education classes.

iii. The Adult Education classes will be held at Cutler-Orosi JUSD or a Valley ROP District site. Valley ROP will coordinate with the District Administration for the provision of classroom space consistent with Valley ROP's facilities use agreements with Cutler-Orosi JUSD.

iv. Valley ROP will work collaboratively with the adult schools to enroll students.

v. Valley ROP shall hire, manage and pay for the costs of the administrative staff.

b. **District Responsibilities**. The District agrees to provide the following services:

vi. The District shall pay Valley ROP for the cost of the assignment as agreed upon in the annual Teacher Services Agreement of Adult Education Teacher's annual salary, benefits, and supplemental costs, including costs of instructional materials, supplies, books, and 7% Instructional Oversight fees, not to exceed $120,000 per fiscal year.

vii. The District will submit payment by the end of each term unless noted otherwise.

viii. The District and Valley ROP will work collaboratively to develop the method for billing and payment for services provided.

ix. The District will provide an appropriate classroom at Cutler-Orosi JUSD for the Adult Education classes. This classroom will be made available at times mutually agreed upon by Valley ROP and the District.

6. **Selection of Students and Nondiscrimination Policy.** Students shall be selected for participation in the Adult Education classes based on student interest. When selecting students for participation in the Adult Education classes, neither Valley ROP nor the District shall unlawfully discriminate against any student on the

basis of race, color, creed, national origin, sex, age, sexual orientation (actual or perceived characteristics), political affiliation, physical handicap, marital status or domicile.

7. **Valid Teaching Credential.** Instruction in the Adult Education classes, including any and all classes, shall be provided only under the immediate supervision and control of a teacher who holds a valid California credential authorizing the career technical subject they will teach.

8. **Class Hours; Student Withdrawal from Classes; Transfer of Students.** Adult Education classes shall be conducted in a manner consistent with Valley ROP's policies relating to the number of class hours sufficient to meet the state performance objectives, withdrawal of students prior to completion of course and transfer of students out of Adult Education classes.

9. **Indemnity.** Valley ROP shall defend, indemnify, and hold harmless the District and its agents, employees, District Governing Board, and members of its Board, from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs including fees of consultants arising out of or resulting from: performance of its duties under this Agreement, including, but not limited to, Valley ROP's use of school district sites; injury to or death of persons or damage to property or damage to the District, its agents, employees, District Governing Board, or members of its Board, for any act, omission, negligence, or willful misconduct of Valley ROP or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, licensees or students. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

   The District shall defend, indemnify, and hold harmless Valley ROP, its agents, employees, Governing Board, and members of its Governing Board from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs including fees of consultants arising out of or resulting from: performance of its duties under this Agreement, including, but not limited to, injury to or death of persons or damage to property or damage to Valley ROP, its agents, employees or students, for any act, omission, negligence, or willful misconduct of the District or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensee. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **Insurance.** Without limiting Valley ROP's or the District's indemnification, it is agreed that the Valley ROP and the District have and shall maintain in force during the term of this Agreement comprehensive general liability policies. Valley ROP shall be named as an additional insured on the District's policy by endorsements. The policy shall provide that it is primary such that insurance maintained by the Valley ROP, if any, shall be excess and not co- primary. A copy of the declarations page of the District's insurance policy shall be attached to this Agreement as proof of insurance.

11. **Worker's Compensation Insurance.** Valley ROP agrees to provide all necessary workers compensation insurance for Valley ROP's employees and students.

12. **Nondiscrimination.** Valley ROP shall not unlawfully discriminate in its hiring or employment **practices** against any employee or applicant on the basis of race, color, creed, national origin, sex, age, sexual orientation (actual or perceived characteristics), political affiliation, physical handicap, marital status or domicile.

13. **Assignment.** Valley ROP shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Valley ROP and the District and their respective successors and permitted assigns, if any.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Parties, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

Yolanda Valdez Superintendent **Cutler-Orosi JUSD** 12623 Avenue 416 Orosi, CA 93647	Fabrizio Lofaro Superintendent **Valley ROP** 310 West Myrtle Ave Reedley, CA 93654

18. **Integration.** This Agreement is intended by the Parties as the final expression of their agreement with **respect** to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
19. **No External Promises, Representations or Warranties.** Each of the Parties acknowledges no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

20. **Modification.** Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by all the Parties.

21. **Interpretation.** Each of the Parties acknowledges and agreement that this Agreement in an **accord** and satisfaction to be construed as a whole according to its fair meaning and not in favor or nor against any of the Parties as draftsman or otherwise.

22. **Further Documents and Actions.** Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

23. **Choice of Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno.

24. **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

25. **Counterparts (Facsimiles).** This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signature on counterparts.

26. **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

CUTLER-OROSI UNIFIED SCHOOL DISTRICT (CUTLER-OROSI JUSD)

By:_____
Yolanda Valdez

Title: Superintendent

Date:_____

VALLEY REGIONAL JOINT OCCUPATIONAL PROGRAM (VROP)

By:_____
Fabrizio Lofaro

Title: Superintendent

Date: July 1 2025

Valley ROP - School Adult Ed - FALL 2025
Expense Worksheet - Orosi Adult Program (Community Grant)

Course Name	Salaries Acct Code 1000	Salaries Acct. Code 2000	Benefits Acct.Code 3000	Total Salary (1000/3000)	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Services & Other Oper Exp. Code 5000 EXAMS	Total
CNA Fall / Spring WIB				-				$ -
Fall/Spring	$ 15,820.00		$ 3,568.99	19,388.99	$ 4,000.00	$ 1,500.00	$ 2,000.00	$ 26,888.99
EMT (50%) of the Cost				-				$ -
Fall/Spring	$ 6,895.00		$ 1,555.51	8,450.51	$ 2,500.00	$ 500.00	$ 1,250.00	$ 12,700.51
Google Class				-				$ -
Google/Docs	$ 5,390.00		$ 1,215.98	6,605.98	$ 500.00	$ -	$ -	$ 7,105.98
Instructional Aide Cert				-				$ -
Fall/Spring	$ 5,390.00		$ 1,215.98	6,605.98	$ 500.00	$ -	$ 250.00	$ 7,355.98
Medical Terminology								
Fall/Spring	$ 3,990.00		$ 900.14	4,890.14	$ 1,500.00	$ 1,000.00	$ 250.00	$ 7,640.14
Total Salary & Benefits:	$ 37,485.00		$ 8,456.62	**45,941.62**				
Total Materials and Supplies:					$ 9,000.00			**$ 9,000.00**
Services and Other Operating Expenses:								
C.N.A.Fingerprinting, Certifications, Services						$ 3,000.00		
Exams						$ 3,750.00		
Administrative Oversight				7%	$ 61,691.62	$ 4,353.27		
Total Services & Operating Expense:								**$ 11,103.27**

Valley ROP - School Adult Ed - FALL 2025

Budget per Account Code

Salaries Acct Code 1000	Salaries Acct. Code 2000	Benefits Acct.Code 3000	Total Accounts 1000, 2000 & 3000	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Total Budget
$ 37,485.00	$	8,456.62	$ **45,941.62**	$ 9,000.00	$ 11,103.27	$ **66,045**

Valley ROP - School Adult Ed SPRING 2026

Expense Worksheet - Orosi Adult Program (Community Grant)

Course Name	Salaries Acct Code 1000	Salaries Acct. Code 2000	Benefits Acct.Code 3000	Total Salary (1000/3000)	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Services & Other Oper Exp. Code 5000 EXAMS	Total
CNA Fall / Spring WIB				-				$ -
Fall/Spring	$ 15,820.00		$ 3,568.99	19,388.99	$ 4,000.00	$ 1,500.00	$ 2,000.00	$ 26,888.99
Google Class				-				$ -
Google/Docs	$ 5,390.00		$ 1,215.98	6,605.98	$ 500.00	$ -	$ -	$ 7,105.98
Instructional Aide Cert				-				$ -
Fall/Spring	$ 5,390.00		$ 1,215.98	6,605.98	$ 500.00	$ -	$ 250.00	$ 7,355.98
Medical Terminology								
Fall/Spring	$ 3,990.00		$ 900.14	4,890.14	$ 1,500.00	$ 1,000.00	$ 250.00	$ 7,640.14
Security Guard & Baton				-				$ -
Fall/Spring	$ 3,990.00		$ 900.14	4,890.14	$ 4,500.00	$ 1,500.00	$ 2,000.00	$ 12,890.14
Total Salary & Benefits:	$ 34,580.00		$ 7,801.25	**42,381.25**				
Total Materials and Supplies:					$ 11,000.00			**$ 11,000.00**
Services and Other Operating Expenses:								
C.N.A.Fingerprinting, Certifications, Services						$ 4,000.00		
Exams						$ 4,500.00		
Administrative Oversight				7%	$ 61,881.25	$ 4,366.65		
Total Services & Operating Expense:								**$12,866.65**

Valley ROP - School Adult Ed SPRING 2026

Budget per Account Code

Salaries Acct Code 1000	Salaries Acct. Code 2000	Benefits Acct.Code 3000	Total Accounts 1000, 2000 & 3000	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Total Budget
$ 34,580.00	$	7,801.25	$ **42,381.25**	$ 11,000.00	$ 12,866.65	$ **66,248**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY OF EDUCATIONAL RESOURCE CONSULTANTS SERVICE AGREEMENT FOR ASES & ASSETS**

ATTACHMENTS: **EDUCATIONAL RESOURCE CONSULTANTS SERVICE AGREEMENT FOR ASES & ASSETS 2025-26**

FUNDING SOURCE: **EXPANDED LEARNING OPPORTUNITIES PROGRAM**

DISCUSSION: Attached for Board ratification is an agreement with Educational Resource Consultants (ERC) which will allow evaluative report cards for the After School Program. ERC will conduct interviews with elementary and middle school Leads based on the twelve quality standards for After School Programs. The sites will receive a written report containing a rating for each quality standard. Commendations and recommendations will be available in the report. ERC also provides online database services for After School Program sites. The services ERC provides are requirements of the ASES and ASSETS grants. The total cost of this agreement will be $20,050.00. The services will run from July 1, 2025 to June 30, 2026.

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 ratify the Educational Resource Consultants Service Agreement 2025-2026.**

PROPOSED ACTION: **RATIFY**

Item #: 11

June 11, 2025

Service Agreement
Expanded Learning Comprehensive Solutions
2025-2026

ERC will provide expanded learning comprehensive solutions, After School Report Cards, and program quality review for Cutler-Orosi Joint Unified School District's expanded learning programs for the 2025-2026 school year.

ERC's expanded learning comprehensive solutions are described in the attached scope of work. These include:

- After School Manager
  - Online attendance management
  - Digital enrollment forms
  - Digital sign in/out
- CQI Dashboard
  - Stakeholder survey
- State and Federal Reporting Submission

Contract Period
The period of this contract is from July 1, 2025, to June 30, 2026.

Fee

ASES	4 Sites x $1,895	$7,580
ASSETs	1 Site x $1,995	$1,995
After School Report Cards	5 Sites x $1,095	$5,475
Program Quality	5 Sites x $1,000	$5,000
Total	**5 Sites**	**$20,050**

Note: *Feature requests that are unique to the client's district and/or require significant customization may be subject to an additional fee. Requests should be submitted in writing to connect@ercdata.com. ERC will review the request in collaboration with the client and, if approved, will provide a cost estimate for client approval.*

ERC will submit invoices for payment with 50% due on or before September 30, 2025, and the remaining balance due on or before March 31, 2026.

Steve Price 06/11/2025
ERC Date

Superintendent or Designee Date
Cutler-Orosi Joint Unified School District

Scope of Work

After School Manager

ERC will provide database services for all after school program sites. ERC will:

- Provide database for **attendance** and related data collection for all program sites.
- Provide the **digital sign in/out** feature and **digital enrollment forms.**
- Provide timeline and keep site coordinators aware of timeline for entering each element needed on the database.
- Provide attendance monitoring of all sites throughout the program year.
- Provide ongoing technical assistance to district personnel and school sites regarding use of database.

Continuous Quality Improvement (CQI) Dashboard

ERC will provide an online platform to support after school sites in the development and documentation of Continuous Quality Improvement plans to fulfill CDE reporting requirements and California Senate Bill 1221. This platform will allow site-level staff to input Quality Standard(s) chosen for improvement, specific action steps, persons responsible, and dates for completion. The platform will also allow staff to mark action steps as completed, upload supporting documentation, and rate the degree to which the CQI process has influenced program improvement, as per CDE reporting requirements. This platform includes a **survey system** to be used for collecting feedback on program quality from stakeholders.

State and Federal Reporting Submission

ERC will provide comprehensive support for state and federal reporting requirements for expanded learning programs. The ASM system will include reporting features designed to assist the Client in accessing and organizing key data elements commonly required for compliance. This includes guidance and consultation, data collection, cleaning, and submission services aligned with the California Department of Education (CDE) and U.S. Department of Education requirements.

ERC will:

- Coordinate with district partners to submit formal data requests in advance of reporting deadlines
- Receive and review student data directly from source systems
- Clean, validate, and merge school-day and after-school data in compliance with federal formatting requirements
- Submit final student data reports on behalf of the Client
- Provide post-submission audit support to ensure accurate and timely responses to any agency follow-up

District personnel are expected to provide timely access to required data (e.g., demographics, school day attendance, academic performance) in accordance with CDE and funding agency timelines.

After School Report Card
ERC will provide quantitative reports at both the site and district (or county) level. These reports will feature colorful, easy-to-understand charts and graphs that:

- Compare after school program participant demographics (gender, ethnicity, grade level, EL status) with demographics of the student population of the school.
- Analyze program attendance patterns.
- Analyze the relationship between program attendance and school outcomes (regular school attendance and academic achievement on state standardized tests including the CAASPP and ELPAC, and credits earned for high school students).

Program Quality Evaluation
ERC will make in-person site visits to each program site to conduct a program quality review based on CDE's Quality Standards for Expanded Learning in California. At each site visit, an ERC evaluator will:

- Conduct a guided self-reflection with the site coordinator.
- Observe program activities.

Following site visits, ERC will rate each program on each of the 12 Quality Standards using a three-point rating system based on stage of implementation (1 = early; 2 = developing; 3 = mature). These ratings will be submitted in a written report for each program site containing descriptions of findings, commendations for effective practices, and recommendations for improvement.

Dissemination of Findings
ERC will be available to conduct presentations on local evaluation findings to key stakeholder groups (site coordinators, school administrators, parents, school board, etc.) upon request.

Schools		
Cutler Elementary	ASES	Before School Base After School Base After School Supplemental
El Monte Middle	ASES	Before School Base After School Base After School Supplemental
Golden Valley Elementary	ASES	Before School Base After School Base After School Supplemental
Orosi High	ASSETs	After School Base
Palm Elementary	ASES	Before School Base After School Base After School Supplemental

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY GOOGLE CODE NEXT 24-25 AGENCY AGREEMENT**

ATTACHMENTS: **AGENCY AGREEMENT**

FUNDING SOURCE: **NONE**

DISCUSSION: The Director of College and Career is requesting ratification of the Agency Agreement from the Educational Resources Services for the 2024-2025 Google Code Next Grant. This partnership agreement was provided to middle school students. There is no expense to the district, as this was a partnership grant with reimbursements provided by TCOE and Google. All expenses were covered by the agency agreement and grant. There was an amendment to the amount of the grant, as the transportation services were more than initially requested.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Lisa Castillo, Director of College & Career Readiness***

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 ratify Google Code Next 24-25 Agency Agreement**

PROPOSED ACTION: **APPROVE**

Item #: 12

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

June 24, 2025

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

Ms. Yolanda Valdez,

Attached is your Agency Agreement Amendment from Educational Resource Services.

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

250781-A

TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

THIS AMENDMENT TO AGREEMENT is entered into as of March 1, 2025, between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as **SUPERINTENDENT**, and **Cutler-Orosi Joint Unified School District,** referred to as **DISTRICT**, with reference to the following:

A. The parties entered into an Agreement on December 18, 2024, to participate in the Google Code Next grant, as described therein, herein referred to as "Agreement;"

B. The parties now desire to amend the agreement to increase the agreement amount to cover higher Classic Charter bus fees and student meal expenses.

ACCORDINGLY, IT IS AGREED:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:
   SUPERINTENDENT shall pay DISTRICT for the actual cost of services, to the extent they are allowable, not to exceed the sum of **$9,355.28.**

2. Exhibit A shall be replaced with new Exhibit A, Scope of Work.

3. Except for the amended paragraphs and exhibits of said Agreement, all other terms and conditions of said Agreement shall remain in full force and effect.

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

DISTRICT

Ms. Yolanda Valdez, Superintendent (or designee)
Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93647

By: Yolanda Valdez (Jun 25, 2025 14:56 PDT)

Date: 6/25/25

SUPERINTENDENT

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

By: _____

Date: 6/24/25

TCOE Program Information

Contact: Samantha Tate, ERS Administrator, (559) 651-3831 or samantha.tate@tcoe.org
Olivia Velasquez, Program Analyst, (559) 651-3031 or olivia.velasquez@tcoe.org
Division: Instructional Services Program Title: Educational Resource Services
Budget Number: 010-90834-5-0-210-58-0-22-9483 (100%)

Please return an original copy to:

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

250781-A

SCOPE OF SERVICES – EXHIBIT A

1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by DISTRICT.)

*** 24-25 CUTLER-OROSI JUSD GOOGLE CODE NEXT SUBGRANT ***

DISTRICT will coordinate the Google Code Next activities for students to engage in a Google coding project. DISTRICT will compensate teacher(s) for hours worked on this project beyond contracted hours.

DISTRICT will coordinate a student field trip to Google Headquarters, including chartering a bus and arranging for and paying for meals.

DISTRICT will invoice SUPERINTENDENT for reimbursement, providing an itemized invoice.

2. RESPONSIBILITIES OF SUPERINTENDENT:

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

SUPERINTENDENT will provide staff with expertise in California's Standards, content area subject matter, and instructional strategies to guide the Google Code Next project at no cost to DISTRICT.

SUPERINTENDENT will reimburse DISTRICT for expenses incurred on this project.

SUPERINTENDENT will provide proof of insurance for DISTRICT, upon request, once the fully executed agreement is received. SUPERINTENDENT will invoice DISTRICT up to the "Not to Exceed" amount. If DISTRICT and SUPERINTENDENT mutually agree to reduce the number of service days, DISTRICT will only be invoiced for the days used up to the "Not to Exceed" amount. An Amendment to Agreement is not necessary. If DISTRICT and SUPERINTENDENT mutually agree to increase the number of service days, an Amendment to Agreement will be sent to DISTRICT to acknowledge the increased service days and amount.

FEE SCHEDULE

The contract total for services to be provided is estimated to be **$9,355.28**, including travel or other expenses. Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

DESCRIPTION	AMOUNT
Teacher Overtime Salaries & Benefits	$1,516.60
Charter Bus to Google Headquarters	$6,600.00
Field Trip Meals	$1,238.68
TOTAL NOT TO EXCEED	**$9,355.28**

CUTLER-OROSI JUSD
12623 AVENUE 416
OROSI, CA 93647

(559) 528-4763

INVOICE

Date	Invoice #
6/13/2025	2203

Bill To

Tulare County Office of Education
Attn: Accounts Payable
P.O. Box 5091
Visalia, CA 93278-5091

Description	Rate	Quantity	Amount
Google Code Next Project Agency Agreement	0.00		0.00
Orosi High School			
Auxililary pay for Christopher Swanson with benefits	1,182.56		1,182.56
Auxilary pay for Keshia Garcia 8.25 hrs with benefits	334.04		334.04
Classic Charter	6,600.00		6,600.00
Meals	1,238.68		1,238.68
Any questions? Please contact Erika Guardado at 559-528-4763 ext. 1212. Thanks!	0.00		0.00

PLEASE MAKE CHECKS PAYABLE TO COJUSD. FEEL FREE TO MAIL YOUR CHECK TO ABOVE ADDRESS OR BRING TO D.O.

Total $9,355.28

AGENCY AGREEMENT 250781

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 .**
1/1/2025	6/30/2025

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

sum of $ 6,500.00

4. **METHOD OF PAYMENT:**

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

   b. **DISTRICT** 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
Ms. Yolanda Valdez, Superintendent
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

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.)

*** 24-25 CUTLER-OROSI JUSD GOOGLE CODE NEXT SUBGRANT ***

DISTRICT will coordinate the Google Code Next activities for students to engage in a Google coding project. DISTRICT will compensate teacher(s) for hours worked on this project beyond contracted hours.

DISTRICT will coordinate a student field trip to Google Headquarters, including chartering a bus and arranging for and paying for meals.

DISTRICT will invoice SUPERINTENDENT for reimbursement, providing an itemized invoice.

2.RESPONSIBILITIES OF SUPERINTENDENT:

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

SUPERINTENDENT will provide staff with expertise in California's Standards, content area subject matter, and instructional strategies to guide the Google Code Next project at no cost to DISTRICT.

SUPERINTENDENT will reimburse DISTRICT for expenses incurred on this project.

SUPERINTENDENT will provide proof of insurance for DISTRICT, upon request, once the fully executed agreement is received. SUPERINTENDENT will invoice DISTRICT up to the "Not to Exceed" amount. If DISTRICT and SUPERINTENDENT mutually agree to reduce the number of service days, DISTRICT will only be invoiced for the days used up to the "Not to Exceed" amount. An Amendment to Agreement is not necessary. If DISTRICT and SUPERINTENDENT mutually agree to increase the number of service days, an Amendment to Agreement will be sent to DISTRICT to acknowledge the increased service days and amount.

FEE SCHEDULE

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

DESCRIPTION	AMOUNT
Teacher Overtime Salaries & Benefits	$1,000.00
Charter Bus to Google Headquarters	$3,500.00
Field Trip Meals	$2,000.00
TOTAL NOT TO EXCEED	$6,500.00

including travel or other expenses.

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

250781-A

Final Audit Report 2025-06-25

Created:	2025-06-25
By:	COJUSD M. Macareno (mmacareno@cojusd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzDelcFu06wGe28OZL5OA1Ilawe0RPOEX

"250781-A" History

Document created by COJUSD M. Macareno (mmacareno@cojusd.org)
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Document e-signed by Yolanda Valdez (yovaldez@cojusd.org)
Signature Date: 2025-06-25 - 9:56:06 PM GMT - Time Source: server

Agreement completed.
2025-06-25 - 9:56:06 PM GMT

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE CORE DATA COLLABORATIVE LEA JOINDER AGREEMENT**
ATTACHMENTS:	**JOINDER AGREEMENT & DATA USUAGE AGREEMENT**
FUNDING SOURCE:	**NONE**

DISCUSSION: The Director of College and Career is requesting approval for CORE Data Collaborative LEA Joinder Agreement for the 2025-2026 school year, which includes the data use agreement. This updated agreement replaces the original data-sharing agreement signed upon joining Central Valley Networked Improvement Communities (CVNIC): College-Ready. It authorizes partners at Education Analytics to collect the necessary data for grant reporting and enables CORE to generate the College Roadmaps as a college and career readiness resource tool covered under the TCOE CVNIC. This is inclusive of the CVNIC partnership grant we have with the science and math departments at Orosi High School for professional learning via curriculum and instruction for 2025-2026.

ITEM SUBMITTED AND APPROVED BY:	***Name and title of administrator who reviewed and approved this item: Lisa Castillo, Director of College & Career Readiness***

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 CORE Data Collaborative LEA Joinder Agreement**
PROPOSED ACTION:	**APPROVE**

Item #: 13

CORE Data Collaborative LEA Joinder

_____ and CORE Data Use Agreement

This Joinder Agreement (hereinafter referred to as "Joinder") is effective as of _____ by

and among CORE and its Sub-Contractors and the undersigned from_____ (hereinafter referred to as LEA), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated 2025 ("CORE DUA 2025").

LEA recognizes that CORE may add additional sub-contractors to the Data Sharing Agreement via a DUA Amendment. CORE will announce any amendments before sharing data with the new sub-contractors, providing the LEA the opportunity to opt out of data sharing if they so determine. LEA hereby agrees that upon execution of this Joinder, LEA shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This agreement is only active while the district is a member of the CORE Data Collaborative. This Joinder, together with the Data Use Agreement, represents the agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

If LEA is part of the Networks for School Improvement (NSI) work with Education Analytics (EA) funded by the Bill and Melinda Gates Foundation (BMGF), LEA data will be uploaded to a secure FTP location viewable only to the LEA, EA staff, and designated NSI staff, where it will be processed for analysis. Required data elements for the work will be de-identified by EA and then transmitted to the BMGF Data Services Provider, DoubleLine. These de-identified data may also be shared with the BMGF evaluator, Mathematica. BMGF may request the use of this deidentified data for further analysis and research; should this come to pass, the NSI staff will contact LEA signatory and program leads.

LEA:

Signature:_____ Title:_____

Name:_____ Email:_____

Date:_____

CORE Data Collaborative
DATA USE AGREEMENT

This Data Use Agreement ("AGREEMENT") is a legally binding contract entered into between CORE, along with its Sub-Contractors, and the Local Education Agency and entity(ies) joined via authorized signature in Exhibit A (hereinafter named as "LEA"), attached hereto and incorporated herein by reference.

CORE is a non-profit organization comprised of member California school districts. The purpose of this Agreement is to assist the LEA, a member of the CORE Data Collaborative, to participate in measurement, analytics and research. CORE will collect and utilize administrative data specific to the CORE data system and CORE projects to create and display indicators for reporting and conduct analyses for LEAs.

CORE has entered into service and measurement/analytical support contracts with the CORE Measurement Sub-Contractors. For the purposes of this AGREEMENT, both CORE and its Sub-Contractors are hereinafter named as "CORE". CORE, its Sub-Contractors, and LEAs joining the AGREEMENT are hereinafter named as the PARTIES.

To the extent that CORE seeks to impose any other legal obligations on the LEA (e.g., CORE's provision of services to LEA), or the LEA seeks to impose any other legal obligations on CORE (e.g., LEA payment of compensation to CORE), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in Exhibit A.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to the data transmission between the PARTIES, and CORE's protection of such data.
    a. LEA data will be transmitted for the purpose of developing, creating and displaying indicators for reporting and conducting analyses and approved research for the LEA.
    b. The elements/categories of data to be transmitted shall be listed in Exhibit B. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as "LEA data."
    c. The LEA warrants that it has the authority to provide such data to CORE under the terms of the AGREEMENT, and that the LEA will not be in breach of any law or representations to any person by providing such data to CORE.

d. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which the LEA may transmit the LEA data to CORE shall be delineated in Exhibit A. The PARTIES acknowledge that LEA data which is limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and LEA Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.

e. No LEA data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. CORE shall not make any re-purposed disclosure of any LEA data without the express written consent of LEA.

2. **Term.** This AGREEMENT shall be effective on the date the last party signs and shall be for a five-year period (60 months). LEA joinders shall be effective as of the date signed by an authorized official of the LEA. Either party may terminate this AGREEMENT for any reason at any time upon reasonable notice to the other party.
3. **Privacy Compliance.** CORE acknowledges that these data are confidential and proprietary to the LEA, and agree to protect such data from unauthorized disclosures. CORE shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Public Reporting of Aggregate Data.** CORE will publicly report only aggregate data and will not publicly report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. CORE may provide LEA leaders and practitioners secure, private access to student level LEA data in alignment with LEAs permission and security policies and procedures. This paragraph will survive the termination of this Agreement.
5. **Research Studies.** CORE agrees to obtain written approval from LEA prior to engaging any additional research partners to perform any services requiring access to any individually identifiable information. Notwithstanding the foregoing, the parties agree that CORE Research Partner may engage additional members of the PACE network who have signed a separate affiliated researcher agreement with PACE to perform research services. PACE affiliated researchers will only utilize student data that is stripped of official state and district identifiers, and researchers will access data housed on a Stanford secure folder with restricted access.
6. **Advertising Prohibition**. CORE is prohibited from using or selling LEA data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by CORE; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized

by a separate agreement with LEA; or (d) use the LEA data for the development of commercial products or services.

7. **Property of LEA.** All LEA data transmitted to the CORE pursuant to this AGREEMENT is and will continue to be the property of and under the control of LEA. CORE acknowledges and agrees that all copies of such LEA data transmitted to CORE, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original LEA data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to LEA data shall remain the exclusive property of LEA.
8. **Correction of Records.** LEA shall establish reasonable procedures by which a parent/guardian of an LEA pupil or an eligible LEA pupil may review LEA data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. CORE shall respond in a timely manner to LEA's request for LEA data in a pupil's records held by CORE to view or correct, as necessary.
9. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact CORE with a request for LEA data or other data provided by LEA and held by CORE pursuant to this AGREEMENT, CORE shall either request permission from the LEA, or redirect the Third Party to request the data directly from LEA. To the maximum extent permitted by law, CORE shall notify LEA in advance of a compelled disclosure to a Third Party.
10. **Employee Obligation.** CORE shall require all CORE staff who have access to LEA data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
11. **Sub-Contractors.** CORE shall enter into written agreements with all Sub-Contractors performing functions pursuant to this AGREEMENT whereby the Sub-Contracctors agree to protect LEA data in manner consistent with the terms of this AGREEMENT. The parties agree that CORE may engage additional sub-contractors who have signed a separate agreement with CORE to perform data services for CORE and the LEA. The separate agreement will bind sub-contractors to this AGREEMENT.
12. **Secure Data Transfer and Data Storage Protocols.** All confidential data are transferred between the PARTIES using a secure file transfer solution or client hosted/managed secure file transfer solution as requested by the client in a written documentation. All client data in-house is stored on CORE (and its Sub-Contractors) file and backup servers. No servers outside the U.S. will be utilized for data storage or transfer.
13. **No Re-Identification or Re-Disclosure.** CORE agrees not to attempt to re-identify de-identified LEA data and not to transfer de-identified LEA 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 LEA who has provided prior written consent for such transfer. CORE

shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.

14. **Disposition of Data.** CORE shall dispose or delete all LEA data upon written request by LEA by the subsequent June 30 with at least 90 days of lead time according to a schedule and procedure as the Parties may reasonably agree. Disposition shall include: (1) the shredding of any hard copies of any LEA data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes CORE to maintain LEA data beyond the time period reasonably needed to complete the disposition. CORE shall provide written notification to LEA when the LEA data has been disposed.
15. **Data Security.** CORE agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect LEA data from unauthorized disclosure or acquisition by an unauthorized person. CORE has developed a cybersecurity organizational profile for data elements related to staff and student information that utilizes the National Institute for Standards and Technology CSA 2.0 Framework.
16. **Data Breach.** In the event that LEA data is accessed or obtained by an unauthorized individual, CORE shall provide a notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after CORE provides the initial notice under this Paragraph, CORE becomes aware of additional information related to such an event, CORE shall provide additional notifications to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In providing notice to LEA under this Paragraph, CORE shall follow the following process:
    a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
    b. The security breach notification described above shall include, at a minimum, the following information:
        i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
        ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon CORE will know this information.
        iii. 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.
        iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. CORE agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the LEA data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
d. CORE 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 LEA data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
e. CORE is prohibited from directly contacting the parents/guardians of affected LEA pupils or eligible LEA pupils unless expressly requested by LEA. If LEA requests CORE's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to CORE, CORE shall notify affected such parents/guardians or LEA pupils of the unauthorized access, which shall include the information listed above. If requested by LEA, CORE shall reimburse LEA for costs incurred to provide such notifications.

17. **Equipment and Materials.** CORE shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
18. **Certificates/Permits/Licenses/Registration.** CORE shall ensure that all CORE INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
19. **Qualifications, Training, and Removal.**
    a. CORE represents and warrants that CORE and all CORE staff and sub-contractors have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of LEA. CORE will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
    b. CORE represents and warrants that all CORE INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
    c. CORE agrees to immediately remove or cause the removal of any CORE staff from using, reviewing, or otherwise accessing LEA data upon receiving notice

from LEA of such desire. LEA is not required to provide CORE with a basis or explanation for the removal request.

20. **Suspension.** If LEA, at its sole discretion, develops health and safety concerns related to CORE's performance under this AGREEMENT, then the LEA Superintendent or an authorized LEA representative may, upon approval by LEA legal counsel, issue a notice to CORE to suspend this AGREEMENT, in which case CORE shall cease using, reviewing, or otherwise accessing LEA data under this AGREEMENT until further notice from LEA.
21. **Legal Notices.** Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, five days after mailing. A notice requiring data destruction shall be complied with under the conditions cited in Article 14. Either PARTY must give written notice of a change of mailing address or email.
22. **Conflict of Interest.**
    a. CORE and all CORE staff shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. CORE shall not hire, contract with, or employee any officer or employee of LEA during the TERM without the prior approval of LEA Legal Counsel.
    b. CORE affirms, to the best of its knowledge, that there exists no actual or potential conflict of interest between CORE's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to LEA's attention in writing.
    c. Through its execution of this AGREEMENT, CORE acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CORE receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, CORE agrees it shall immediately notify LEA in writing.
23. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CORE certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (https://www.sam.gov/).

24. **Limitation of LEA Liability.** LEA shall have no financial obligations under this AGREEMENT other than as contracted between the PARTIES. Notwithstanding any other provision of this AGREEMENT, in no event shall LEA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.

25. **Indemnification.**

    a. To the furthest extent permitted by California law, CORE shall indemnify, defend and hold harmless LEA, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("LEA Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of CORE's performance of this AGREEMENT. CORE also agrees to hold harmless, indemnify, and defend LEA Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to CORE arising out of the performance of this AGREEMENT. CORE shall, to the fullest extent permitted by California law, defend LEA Indemnified Parties at CORE's own expense, including attorneys' fees and costs, and LEA shall have the right to accept or reject any legal representation that CORE proposes to defend LEA Indemnified Parties.

    b. To the furthest extent permitted by California law, LEA shall indemnify, defend, and hold harmless CORE, its consultants, volunteers, suppliers, subcontractors and CORE Staff from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of LEA's performance of this AGREEMENT. LEA shall, to the fullest extent permitted by California law, defend CORE, its consultants, volunteers, suppliers, subcontractors and CORE Staff at LEA's own expense, including attorneys' fees and costs.

26. **Non-Discrimination.** It is the policy of LEA that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CORE agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and LEA policy. In addition, CORE agrees to require like compliance by all its subcontractor (s). CORE shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on LEA property. No students, staff, visitors, CORE staff, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of CORE under this AGREEMENT shall not be assigned by CORE without the express prior written consent of LEA and any assignment without the express prior written consent of LEA shall be null and void.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. CORE agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire data agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time**. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature**. This AGREEMENT, and all amendments, addenda, joinders and supplements to this AGREEMENT, may be executed in one or

more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. Signature Authority.

a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

b. Notwithstanding subparagraph (a), CORE acknowledges, agrees, and understands (i) that only LEA officials who have been delegated such authority, may validly sign contracts for LEA and only under limited circumstances, and (ii) that all such contract may require ratification by the LEA Governing Board. CORE agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of LEA.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

CORE Districts
Name: Rick Miller
Signature: Rick Miller
Position: Chief Executive Officer Date: Jan 31 2025

Stanford University
Name: Gary John Podesta
Signature:
Position: Senior Contract Officer, Office of Sponsored Research Date: Feb 04 2025

Panorama
Name: Aaron Feuer
Signature: Aaron Feuer
Position: Chief Executive Officer Date: Feb 03 2025

Education Analytics
Name: Lalanthika Vasudevan
Signature:
Position:Chief Information Officer Date: Feb 06 2025

Contemporary Mathematics, Inc.
Name: Charles Hartman
Signature: Charles Hartman
Position: President Date: Feb 03 2025

High Tech High Graduate School of Education
Name: Ben Daley
Signature: Ben Daley
Position: President Date: Feb 04 2025

Exhibit A
CORE Data Collaborative LEA Joinder

XXXX USD and CORE Data Use Agreement

This Joinder Agreement (hereinafter referred to as "Joinder") is effective as of _____ by and among CORE and its Sub-Contractors and the undersigned from XXXX USD (hereinafter referred to as LEA), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated 2025 ("CORE DUA 2025").

LEA recognizes that CORE may add additional sub-contractors to the Data Sharing Agreement via a DUA Amendment. CORE will announce any amendments before sharing data with the new sub-contractors, providing the LEA the opportunity to opt out of data sharing if they so determine.

LEA hereby agrees that upon execution of this Joinder, LEA shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This agreement is only active while the district is a member of the CORE Data Collaborative.

This Joinder, together with the Data Use Agreement, represents the agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

LEA

Signature:_____

Name:_____

Title:_____

Email:_____

EXHIBIT B Data Elements

1. The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which PARTIES may transmit LEA data is as follows. LEA data includes personally identifiable information from a student record, and
    a. RECIPIENT is a contractor, consultant, volunteer, or other party to whom the LEA has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)
    b. RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).). Research studies and policy analyses conducted by CORE Sub-Contractors shall be authorized via an "active consent" process rather than through completing a full research application.
2. The following elements, shall constitute the LEA data for purposes of this AGREEMENT:

Data Element(s) *Applies to all students K- 12 unless noted otherwise*	Variables to Include (subject to adjustment)
Standardized Tests [student level data]	
SBAC Summatives all grades (3-11} & Subjects (ELA & Math)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (lf available), score, performance band, etc.
SBAC and/or other interim/benchmark assessments	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (lf available), score, performance band, etc.
ELPAC information	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (lf available), score, performance band, etc.
Other standardized test results (e.g., AP, IB, SAT, ACT)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (lf available), score, performance band, etc.
Student Characteristics [student level data]	
Student demographics	Student district ID, Student state ID, gender, grade level, race/ethnicity, poverty indicator, mother education attainment, father education attainment, first U.S. school entry date
District entry date	Student ID, district entry date

Special Education information	Student ID, special education flag (Yes or no)
English Language information	Student ID, EL status (EL or RFEP), date identified as EL, date reclassified as RFEP
Foster care and homeless	Student ID, foster care flag (yes or no)
Enrollment, Attendance, and Discipline [student level data for *each school of attendance*]	
Days enrolled	Student ID, CDS code (14 digits), total days enrolled
Days present/ Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent)
School entry and exit date	Student ID, CDS code (14 digits), entry date, leave date
Suspension events and information	Student ID, CDS code (14 digits), suspension count
Expulsion events and information	Student ID, CDS code (14 digits), expulsion flag (yes or no)
Course Information, Graduation Information, Program Information, and Staff Information	
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, course codes, course marks, A-G flag, flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID
Program information	Program participation, program dosage, program performance
GPA	Student ID, CDS code (14 digits), unweighted end of year GPA
High school graduation and A-G completion data	Student ID, CDS code (14 digits), graduation indicator, A-G Completion
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year
Survey Based Data	
Student, Staff and Family survey data that the LEA choose to participate in.	Responses at the item-respondent level.
School Information	
School level data	School name, CDS code (14 digits), district code, grades served, school level, type of school
College Going Information	
College going data	Examples include college application data, college persistence data, college completion data

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by apryse

Audit Trail

Document Details

Title	CORE Districts Data Collaborative and Subcontractor DUA
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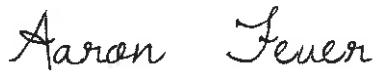
Document Signed	Document Signed by Aaron Feuer (afeuer@panoramaed.com) IP: 65.220.12.130 	Feb 03 2025 04:19PM America/Los_Angeles
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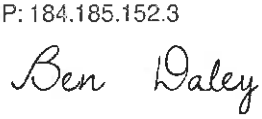
Document Signed	Document Signed by Ben Daley (bdaley@hthgse.edu) IP: 184.185.152.3 	Feb 04 2025 08:50AM America/Los_Angeles
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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**RATIFY UC MERCED SCHOOL SUBSCRIBER AGREEMENT**
ATTACHMENTS:	**SCHOOL SUBSCRIBER AGREEMENT**
FUNDING SOURCE:	**NONE**

DISCUSSION: The Director of College and Career is requesting ratification of the UC Merced School Subscriber Agreement. This agreement will provide secure technologies and web services for subscribers to manually transfer and allow UC Merced to accept personal demographic, academic, and other confidential individual record-level data necessary to evaluate by UC COMPASS. Through UC COMPASS, UC evaluates data as a service for participating California public schools and districts to determine student progress toward meeting the eligibility requirements for California's public systems of higher education. UC will implement a cloud-based data warehouse and visualization solution with data provided by SUBSCRIBER, that they, their designees, and other authorized parties can securely access. UC Merced will provide annual regional training and referrals to implement support services as requested and provide professional services hours.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Lisa Castillo, Director of College & Career Readiness***

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 ratify UC Merced School Subscriber Agreement**

PROPOSED ACTION: **RATIFY**

Item #: 14

UNIVERSITY OF CALIFORNIA COMPASS

Statement of Work
UC COMPASS School Subscriber

1111 Franklin Street, 9th floor Oakland, CA 94607

This Statement of Work ("SOW") is issued pursuant to the terms and conditions of the Terms of Service and Privacy Policy ("Agreement") dated **July 1st, 2025,** between **Orosi High School** ("Subscriber") and the **University of California** ("UC"), collectively referred to as the "PARTIES".

Unless explicitly stated otherwise in this SOW, any capitalized terms shall have the meaning given to them in the SOW. If there are any conflicts between the provisions of this SOW and the Agreement, the terms of this SOW shall control with respect to the subject matter of this SOW. Any provisions of the Agreement not amended by this SOW shall remain in full force and effect. References to the "SOW" shall mean the Agreement and this SOW together.

1. Description of Services

   University provides secured technologies and web services for subscribers to manually transfer and UC to accept personal demographic, academic, and other confidential individual record level data necessary to conduct the evaluation by UC COMPASS[1]. Through UC COMPASS, UC evaluates data as a service for participating California public schools and districts to determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. UC will implement a cloud-based data warehouse and visualization solution with data provided by SUBSCRIBER, that they, their designees, and other authorized parties can securely access. UC will provide annual regional training and referrals to implementation support services as requested. UC will provide professional services hours as detailed below.

2. Fees, Expenses, and Invoicing
   The Fee Schedule is set forth in Table 1 below. UC will notify SUBSCRIBER if circumstances arise that would result in additional fees before commencing such work.

   SUBSCRIBER agrees to prepay for the products and services listed in table 1, below. UC will invoice SUBSCRIBER in full once the SOW is signed by both parties.

   UC will complete the implementation and training work on flat fee basis (see Table 1 for costs). SUBSCRIBER understands that the estimate of time is not a guarantee, and that the estimate is based, in part, upon SUBSCRIBER's availability and requirements outlined at commencement of work. If the total fees and costs exceed the estimated amount, UC will request approval in writing from the SUBSCRIBER. Once approved by SUBSCRIBER, the SUBSCRIBER will also be billed for expenses subject to SUBSCRIBER's customary expense policy.

   Upon payment of the annual subscription fee as detailed in Table 1 below, UC will provide the hosting services, web services, and Tableau services needed for SUBSCRIBER staff to access UC COMPASS secured webpage, that include reports, for the length of the subscription period. UC reserves the right to change the pricing model for subsequent years with a 90-day notice to SUBSCRIBER.

In addition to the work specified below, upon request UC will provide referrals to college preparation program support for your implementation and training needs. Programs may assess a fee for providing these services to help offset the costs to deliver these services. These prices are set independent of the UC COMPASS administration at the UC Office of the President. Schools should inquire with their regional UC COMPASS school engagement representative to learn more about programs available in your area. SUBSCRIBER

[1] See the list of data collected for the UC COMPASS evaluation system for each data system and manual upload tool.

with an active subscription to may submit support requests via email or phone. UC will respond to support requests within one business day.

Schools may also inquire about accessing a direct connection between their school information system and UC Compass. This preferred message can be automated and collect data at the school's preferred frequency. Schools can request this service through their current information system. The University will consider requests but will not accept any additional costs required for establishing these connections. The University also does not endorse vendors passing the costs of developing the connectors to their current schoolsubscribers.

Table 1. Deliverables and Pricing

Fee	Cost
UC Merced - MAAP	No Charge

3. Subscriber Uses andAcknowledgement
SUBSCRIBER acknowledges and agrees that UC owns and operates https://compass.ucop.edu/index.html, its website, the results of the UC COMPASS evaluations, and all rights and privileges thereto, and that it will not infringe on any intellectual property rights owned by UC.

   Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfying the "a-g" requirements. The data from UC COMPASS is used to provide schools and districts support from University programs, research, and its public service mission focused partners.

4. Assumptions and UC Authorized Access
The following assumptions were taken into account when preparing the SOW and estimate of hours. If any of them turn out not to be accurate, the schedule and/or budget may be affected. UC will work with SUBSCRIBER to resolve any issues as they occur.

   a. SUBSCRIBER agrees to use tes@ucop.edu for support requests.
   b. SUBSCRIBER agrees to provide requisite information for UC to meet Table 1 Deliverables in a timely fashion.
   c. SUBSCRIBER users will log in with email address and their password provided by UC to view reports.
   d. SUBSCRIBER will access UC COMPASS Data Warehouse securely using VPN software provided by UC.

UNIVERSITY OF CALIFORNIA COMPASS

5. Warranties/Indemnification
The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will only use the Educational Records in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports, and anything provided in connection with this agreement are provided "as-is", without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

Accepted and agreed to: Orosi High School	
Signed:	
Printed:	Yolanda Valdez
Title:	Superintendent
Date:	7/7/2025

Accepted and agreed to: University of California	
Signed:	DocuSigned by: Richard L. Greene FB2E06D7C2F0467...
Printed:	Richard Greene
Title:	Local Procurement Manager
Date:	1/1/2025

The Family Educational Rights and Privacy Act (FERPA)

This Statement of Rights and Responsibilities derives from and is intended to be consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), as well as California Education Code Section 49062 et seq. FERPA is a federal law that protects the privacy of student education records. FERPA applies to all K-12 schools and institutions of higher education that receive funds under an applicable program of the U.S. Department of Education. The California Education Code applies to K-12 schools in California, and similarly protects the privacy of student education records.

FERPA Part 99.31 allows schools to share data collected for this service provided by the University, without prior consent, when the following conditions apply:

> (6)(i) The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions to:
> (A) Develop, validate, or administer predictive tests;
> (B) Administer student aid programs; or
> (C) Improve instruction.

The California Education Code permits disclosures for research purposes under the same circumstances. (California Education Code Section 49076 (a)(2)(E)).

Terms of Service Agreement

1. **Acknowledgement and consent**
   As the representative authorized to procure services for your educational institution(s), you are agreeing to receive no less than 24 months of services as described by the University of California in the Statement of Work ("SOW"), a separate document signed by the authorized party for the school and the University. The date of services shall be marked by either a signed document or electronic request and acknowledgement for services. By acknowledging your approved request to receive services, you are aware that the University accepts the personal demographic, academic, and identifiable data necessary to conduct the evaluation by the University of California's UC COMPASS[1]. The University evaluates data as a service for participating public schools within California to determine student progress toward meeting the minimum admission requirements of California's public systems of higher education. Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfy the "a-g" requirements. The data from UC COMPASS are used to provide schools and districts with support from University programs, research and public service mission– focused partners.

2. **The purpose of UC COMPASS data collection, evaluation and outcomes reports**
   University access to records of research is critical for policy analysis and oversight purposes. Examples of how the University may use such records include, but are not

[1] See the list of data collected for the UC COMPASS evaluation system for each data system and manual upload tool.

limited to, responding to audits, establishing that past use of University or research sponsor funds was appropriate, responding to government demands or subpoenas, defending research findings, and facilitating research misconduct proceedings.

The collection and generation of data and tangible research materials are integral parts of any research project. Accurate and appropriately recorded research data, and the creation and retention of tangible research materials, enable scholars to report, replicate and refute research findings, which ultimately advances the research enterprise. As per this document, the evaluation results produced through UC COMPASS are defined as research data, and the outputs of the service, including reports or other tangible items, including the outcomes of such data, are considered research data and materials. At the subscriber's request, the University is prepared to furnish the basic guidelines taken to ensure that Research Data, as defined below, are appropriately documented, maintained, retained for a reasonable time and accessible to the University for review and use.

a. "Research Data" are recorded information reflecting original observations and methods related to a research study, and documentation of such data needed to reconstruct and evaluate reported results of the study, regardless of the form or medium on which it may be recorded, that is produced: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University. Such data include, but are not limited to, computer software, databases and data of a scientific or technical nature, such as laboratory notebooks, field notes, electronic storage media, and printouts. Research Data also include Tangible Research Material, as defined below. Research Data do not include administrative records incidental to award administration such as financial records, contracts, and grant records, etc. While such administrative records generated by University researchers are not included in the definition of Research Data under these Guidelines, they are the property of the University and may be subject to terms and conditions of individual sponsored projects, federal and state regulations, and University retention and disposition requirements.[2]

b. "Tangible Research Material" is a tangible item produced or collected in the course of research: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University.

c. The University may use data collected from schools to populate the admissions application for the University. Students will have the option to opt in to this automatic population process prior to their data being populated into their in-process application.

[2] Other research data may be obtained through material transfer agreements, license agreements or other means. Such other research data that are not produced or collected by the University may be subject to third-party provider obligations and should be handled in accordance with contractual commitments.

3. **Data Retention**
As a research agent of the state, the University retains information collected and UC COMPASS outcomes to support research and evaluation to identify trends in student academic performance. Both the University and other local education agencies have responsibilities concerning access to, use of and maintenance of student data used as research data and research materials. These obligations are not new and are not unique to the University; they arise from express provisions in awards and agreements with federal and other research sponsors, overarching regulatory requirements relating to funded research and fundamental precepts of research integrity.

In general, principal investigators should retain all Research Data for as long as possible, but not less than a minimum of six years after final reporting, publication, completion, or abandonment of the project, unless a longer retention period is indicated by the funding source or other relevant agreement.[4]

4. **Ownership and Use of Research Data**

Research Data are the property of University of California Office of the President.[5] Any research principal investigator, or authorized entity in contract with the University to conduct such research or programs, shall retain original Research Data on behalf of the University. The principal investigator is responsible for ensuring that Research Data, whether generated by the principal investigator or the principal investigator's research team, are recorded, stored, and used in accordance with the generally accepted standards of his or her respective discipline and any requirements of applicable federal or state law or regulations, University policies and guidelines, and University contractual commitments.[6] The principal investigator should consult the appropriate campus or University administrative office regarding the use and stewardship of Research Data that may be subject to applicable export control regulations, laws and regulations protecting the rights and privacy of human subjects, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable laws and regulations.

Data in its raw form, prior to being uploaded into the University's UC COMPASS file loader or having been queried or altered by the University's systems or intellectual property, are the property of the school or district, as defined by their local policies. Once data has been accepted into a UC COMPASS file transfer format and verified for submission to evaluate the

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[3] Contract and Grant Manual, Chapter 17-310: Records Disposition Schedules for Contract and Grant Documents; Administrative Records Relating to Research: Retention Requirements (last updated June 2010).

[4] University of California Regulation No. 4 (APM-020) provides that original records of the research are the property of the University. ("Original records" may include tangible records of research, such as biological materials, chemical compounds, plants, etc.). California Labor Code § 2860 provides that everything that an employee acquires by virtue of his/her employment (except compensation) belongs to the employer whether acquired during or after the term of employment.

[5] Contract and Grant Manual, Chapter 10-330: Principal Investigators.

file and its data contents, such data will become the property of the University and will be subject to the following conditions:

a. The user will use the student UC COMPASS evaluation results, provided by the University, onlyto support and conduct administrative activities, academic advising and counseling, and other intervention strategies intended to improve student progress toward satisfying minimum admission requirements for the California State University (CSU) and University of California systems of higher education.
b. The data derived from the UC COMPASS evaluations shall not be used for any purposes that generate revenue from the user or any other party without the express writtenconsent of the University of California.

5. Data Sharing

The University of California supports the sharing of Research Data to advance public knowledge. In the interest of advancing knowledge, the University expects principal investigators to release and share final Research Data, particularly that which is described in a publication, for use by other investigators and researchers in a timely manner, consistent with the practices of the discipline involved. Further, such release and sharing shall be in accordance with existing University policies and guidelines, including those related to intellectual property, sponsor requirements, and applicable laws and regulations, such as laws relating to protecting the rights and privacy of human subjects. The National Institute of Health policies on data sharing and sharing of biomedical research resources (http://grants.nih.gov/grants/policy/data_sharing/) and the National Science Foundation *Policy on Dissemination and Sharing of Research Results* (http://www.nsf.gov/bfa/dias/policy/dmp.jsp) are models that investigators may find useful when planning for the sharing of Research Data. In all instances, principal investigators should consult relevant award and/or agreement terms to determine whether Research Data are subject to any special handling, use or restriction terms.

6. Subscriber Responsibilities and Rights

By subscribing to this service and providing authorized access to your designee and those further provided access based on your or designees' discretion, you agree to hold the data in strict confidence. The user agrees NOT to release data to any other unauthorized person or organization.

The user shall retain data furnished by the school/district and the University in a place physically secure from access by unauthorized persons. Data in electronic format – including, but not limited to, hard drives, CDs, or diskettes– shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The user agrees that any computer on which the data reside will be password-protected at all times.

No individual, school and/or district shall be identifiable in any reports, publications or other documents that are created by the user with the use of the data, unless at the specific request of the individual(s) authorized to make a request of this report, which must accompany a signed and notarized letter acknowledging such a request. Results for groups of individuals, schools and/or districts will only be reported when the number (i.e., the "cell size") is ten (10) or greater and in such a manner that results for groups of less than ten (10) cannot be easily calculated from other reported data.

The user shall adhere to all federal, state, and local statutes, regulations and other requirements pertaining to the security, confidentiality and privacy of data including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

7. University Responsibility and Rights

a. The Parties intend for the Agreement to be compliant with FERPA and California Education Code without parent consent;
b. All pupil identifiable information contained in the records shared with the University of California will be kept confidential and will be used for the purpose of improving the District's programs, instruction and academic advising;
c. Anyone who is provided with access to personally identifiable student education records will be advised of the confidentiality requirements and limitations of use of this Agreement and agree to abide by them;
d. All student education records and pupil identifiable information contained in those records remain the sole property of the District;
e. All algorithms, programs, and software used in the UC COMPASS program, as well as research or analytical materials created by the University, remain the property of the University of California.
At the conclusion of the Agreement or at the District's request, all personally identifiable student education records shared under this Agreement shall be destroyed or returned to the District.

8. Fees and Payment

Certain services carry subscription fees ("Subscription Fees"). Subscription Fees will be due on an annual basis (the "Subscription Term"). Before the beginning of each Subscription Term during the term of this Agreement, the University will invoice you (or, if you've provided a credit card number through Account Administration, will bill that credit card) for the applicable Subscription Fees due for the following Subscription Term. Invoices for Subscription Fees must be paid by the beginning of the Subscription Term or within thirty (30) days after your receipt thereof, whichever is later. Any special arrangements regarding payment will be reflected in a Statement of Work or similar document.

Unless otherwise agreed by you and the University in writing, all fees are non- refundable, including without limitation if this Agreement terminates prior to the end of a Subscription Term for which you have pre-paid Subscription Fees. All amounts due hereunder shall be paid in United States dollars within the United States. Conversion of foreign currency to United States dollars shall be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the first working day of the calendar month during which the applicable payment is due.

If the payment information you have provided is incorrect or incomplete, or if you are late paying any invoice or the University is otherwise unable to complete a transaction or collect timely payment due to your error or omission, any payment due hereunder that is so delayed shall bear interest at the rate of one percent (1%) per month or the highest rate allowed by applicable law, whichever is less.

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9. Term and Termination; Suspension

This Agreement shall remain in full force and effect so long as you use the service in strict accordance with the terms, conditions, and limitations of this Agreement. Either party may terminate this Agreement for any reason or for no reason upon written notice to the other party (email is sufficient). The University may suspend your access to the services and the performance of any services at any time and without notice if the University reasonably believes in its sole discretion that you have breached any of the terms of this Agreement. If the University terminates this Agreement (except in the event of a breach of the Agreement by you), we will refund to you a prorated portion of your fees based on the date of termination.

Upon termination of this Agreement, your right to use and/or access the services directly related to UC COMPASS shall terminate, and the University will cease performance of any of these services. The following provisions shall survive termination of this Agreement: Notwithstanding the foregoing, after termination of this Agreement, you may continue to use UC COMPASS reports that you have downloaded prior to the effective date of termination, solely in accordance with all restrictions herein.

10. Warranties; Warranty Disclaimer

The Family Educational Rights and Privacy Act ("FERPA") and California Education Code Section 49076(a)(1)(A) both generally require that schools get prior written consent from a parent or guardian of a minor student before disclosing any educational records regarding such student ("Educational Records") to third parties. However, education records can be shared with school officials who have a legitimate educational interest. If you are a School, you hereby agree to designate the University (including its employees, contractors, and agents) as an "other school official," under FERPA and/or the California Education Code, who has a "legitimate educational interest" in using and accessing such Educational Records. Further, you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to the University, Users or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of FERPA.

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will use the Educational Records only in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports, and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

11. Limitation of Liability

IN NO EVENT WILL THE UNIVERSITY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR

a. ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE

OF THE SERVICES, PERFORMANCE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT,

b. THE DELAY OR INABILITY TO USETHE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OR CORRUPTION OF DATA, ERROR OR OMISSION IN THE SERVICES, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, AND

c. ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, AND ITS OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE EXERCISE OF COMMERCIALLY REASONABLE EFFORTS; IN EACH CASE,WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

UNIVERSITY OF CALIFORNIA COMPASS

Terms of Service and Privacy Statement

1111 Franklin Street, 9th floor Oakland, CA 94607

Signature Page

This MEMORANDUM OF UNDERSTANDING shall be in effect as of the date first written above and shall remain in effect for twenty-four (24) months from July 1, 2025, through June 30, 2027, or until terminated in writing by either party. However, the obligations of confidentiality set forth herein will continue beyond termination.

AGREED: **Orosi High School**

Yolanda Valdez (Jul 7, 2025 15:42 PDT)
Signature

Yolanda Valdez
Printed Name

Superintendent
Title

7/7/2025
Date

AGREED: **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

DocuSigned by:
Richard L. Greene
F82E06D7C2F0467...
Signature

Richard Greene
Printed Name

Local Procurement Manager
Title

1/1/2025
Date

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: CONSENT

AGENDA ITEM: APPROVE UC MERCED RESEARCH PROJECT MEMORANDUM OF UNDERSTANDING (MOU)

ATTACHMENTS: UC MERCED RESEARCH PROGRAM MOU

FUNDING SOURCE: NONE

DISCUSSION: The Director of College & Career is requesting approval of the UC Merced Research Project Memorandum of Understanding (MOU) for the 2025-2026 school year, which establishes the terms under which the District will grant the researcher access to school district data, including de-identified student data, to analyze the impact of Dual Enrollment and Advanced Placement programs on various educational outcomes. The findings will support efforts to refine and improve Dual Enrollment initiatives to promote equitable and effective educational success. This MOU will continue to foster collaboration and strengthen post-secondary partnerships to prepare students to be college and career ready.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Lisa Castillo, Director of College & Career Readiness*

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 UC Merced Research Project MOU**

PROPOSED ACTION: **APPROVE**

Item #: 15

MEMORANDUM OF UNDERSTANDING
Between
Cutler-Orosi Joint Unified School District
and
University of California, Merced

This Memorandum of Understanding (MOU) is made and entered into on this 2025-2026 school year [August 2025 through June 2026] and between [Cutler-Orosi Joint Unified School District] (hereinafter referred to as "District") and [UC Merced: Bill and Melinda Gates Research Project] (hereinafter referred to as "Researcher"), collectively referred to as "Parties."

1. Purpose

This MOU establishes the terms under which the District will grant the Researcher access to school district data, including de-identified student data, for the purpose of analyzing the impact of Dual Enrollment and Advanced Placement programs on various educational outcomes. The findings will support efforts to refine and improve dual enrollment initiatives to promote equitable and effective educational success.

2. Scope of Data Use

The data will be utilized to analyze the following key areas:

- **Graduation Rates:** Assess the impact of dual enrollment on high school graduation rates across different demographic groups.
- **College Readiness:** Measure academic preparedness and skill development of students who participated in Dual Enrollment and Advanced Placement programs.
- **Application Rates to 2-Year and 4-Year Colleges:** Analyze the likelihood of dual enrollment students applying to postsecondary institutions.
- **Enrollment in 2-Year and 4-Year Colleges:** Evaluate actual enrollment rates to determine the effectiveness of Dual Enrollment and Advanced Placement programs in increasing higher education participation.
- **College Graduation:** Assess the long-term impact of dual enrollment on college completion rates across demographic variables.

3. Data Protection and Confidentiality

To ensure compliance with federal, state, and local laws regarding student privacy, including the Family Educational Rights and Privacy Act (FERPA), the following data protection measures will be enforced:

- **De-identified Data:** The District will provide data in a manner that removes personally identifiable information (PII), ensuring student anonymity.
- **Secure Storage:** The Researcher shall store data in a secure environment with access limited to authorized personnel.
- **Restricted Use:** The data shall be used solely for the purposes outlined in this MOU and shall not be shared with third parties without prior written consent.
- **Data Retention and Disposal:** Upon completion of the study, the Researcher will securely delete all data unless otherwise agreed upon by both Parties.

4. Roles and Responsibilities

- **The District shall:**
    - Provide access to de-identified student data as specified in this agreement.
    - Ensure compliance with privacy and security regulations before data sharing.
    - Collaborate with the Researcher to clarify any necessary data-related inquiries.
    - Identify personnel who will participate in interviews for focused case studies
    - Allow findings to be presented at two convenings in Spring 2025 and second convening TBD.
    -
- **The Researcher shall:**
    - Use the data exclusively for the research purposes outlined in this MOU.
    - Maintain strict confidentiality and implement necessary security measures.
    - Provide the District with a summary report of findings and recommendations.

5. Duration and Termination

This MOU shall become effective upon signature by both Parties and remain in effect until 6/30/26 unless extended or terminated earlier by mutual agreement. Either Party may terminate this MOU with a [Number] day written notice.

6. Amendments

Any modifications to this MOU must be agreed upon in writing and signed by both Parties.

7. Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first written above.

Yolanda Valdez

Superintendent
Signature:
Date:

[Research Entity Representative]

Name and Title: Jue Sun, Assistant VC of Sponsored Research
Signature:
Date:

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE AGRICULTURE CAREER TECHNICAL EDUCATION INCENTIVE GRANT (AIG) PROGRAM YEAR 2025-2026**
ATTACHMENTS:	**AIG GRANT APPLICATION**
FUNDING SOURCE:	**NONE**

DISCUSSION: The Director of College and Career is requesting approval of the 2025-2026 Agricultural Career Technical Education Incentive Grant for Orosi High School, which provides supplemental dollars to integrate a comprehensive program of instruction in agriculture into three major components: a strong academic foundation in core subjects, Future Farmers of America (FFA) Leadership activities and Supervised Occupational Experience Projects that align to post-secondary career pathways in the Early College Program Partnership with State Center Community College District.

ITEM SUBMITTED AND APPROVED BY:	***Name and title of administrator who reviewed and approved this item: Lisa Castillo, Director of College & Career Readiness***
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.**
	[ ] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**
RECOMMENDATION:	**The Superintendent recommends the Board approve AIG Program Year 2025-2026**
PROPOSED ACTION:	**APPROVE**

Item #: 16

Budget Report
Agricultural Career Technical Education
Incentive Grant

Due Date: Budget Report is due in Regional Supervisor's Office by October 15.

Program Year: 2024-2025

School Site: Orosi High School

District: Cutler-Orosi Joint Unified School District

7/1/25
Electronic Signature of Person Preparing Report

7/1/25
Electronic Signature of Agriculture Teacher
Responsible for Program

Application for Funding
Agricultural Career Technical Education
Incentive Grant Program Year 2025–2026

Project Duration: July 1, 2025, to June 30, 2026

School Site: Orosi High School

District: Culter- Orosi Joint Unified School District

Certification:

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

District Director of College + Career
Authorized Agent Title

Signature of Agriculture Teacher Responsible for Program

Signature of Principal

Agriculture Teacher Summer Contact Cell Number: 559-309-6061

Local Educational Agency (LEA) Board Approval Date:

Printed Name of Agriculture Teachers for 2024–25:

Jessica Cain

Madison Galvez

Jacob Unger

PART A – Base Level Funding

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

Note: Stand-alone middle school programs will only be required to complete Part A.

☑ 1. Properly Credentialed Teachers:
Log onto the California Commission on Teacher Credentialing (CTC) and provide printout of credentials or provide a copy of current credentials. (2025 - Required for teachers that were hired for 2024-25.)

☑ 2. Professional Development:
Provide printout from teacher journal in Agriculture Experience Tracker (AET) verifying professional development activities. Each teacher (50% of their teaching load in agriculture) must have participated in eight approved professional development activities.
(2025 - Required for all teachers employed during 2024-25 school year.)

☑ 3. Course Sequence:
Provide documents/evidence of at least one three-year course sequence. (2025 - Nothing required unless the sequence has changed since last year.)

☑ 4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):
Provide a copy of course syllabus identifying grading of FFA and SAE. (2025 - Only required for New courses that were taught in 2024-25 or if changes have been made to your department policies.)

☑ 5. Alternative Credits:
Submit description of at least one course meeting A-G, Dual Enrollment, Articulation, etc. (2025 - Nothing required unless there has been changes in 2024-25.)

☑ 6. Future Farmers of America Constitution and By-Laws:
Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted. (2025 - Nothing required unless there has been changes in 2024-25.)

☑ 7. Future Farmers of America Meetings:
Use meeting manager in AET or provide minutes for a minimum of six chapter meetings. (2025 - Required.)

☑ 8. Agriculture Advisory Committee:
Provide meeting minutes for two Agriculture Advisory Committee meetings. (2025 - Required)

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criterion must be provided to the Regional Supervisor.

PART A – Base Level Funding (Continued)

Qualified Program ($4,500) to each site		$ 4,500
Number of Agriculture Teachers teaching at least one approved agriculture course in 2024-25?	3	
Teacher based funding (Number of teachers x $500)		$ 1,500
Number of Students as identified on the 2024-25 FFA Membership roster?	351	
Student based funding (Number of students x $10)		$ 3,510
Class size funding A (number of teachers meeting level A in all classes – 31 in classroom/25 in shop classes)	3	
Class size A funding (Number of teachers meeting level A class size x $1,000)		$ 3,000
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	1	
Class size B funding (Number of teachers meeting level B class size x $2,000)		$ 2,000

Total Part A Funding: $ 14,510.00

PART B – Additional Funding

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the AET. The AET report will be developed based on data as of June 30th. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2024-25 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive $2,250 plus $250 per qualified teacher. LEA's meeting the bonus level shall receive an additional $2,250 plus an additional $250 per qualified teacher.

Note: An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

PART B – Additional Funding (Continued)

Classroom Section

Points Earned as Identified in the AET Report	598	
Level A Funding: (number of teachers x $250) + $2,250		$ 3,500.00
Level B Funding: (number of teachers x $500) + $4,500		
Total Classroom Section Funding		$ 3,500.00

Leadership Section

Points Earned as Identified in the AET Report	276	
Level A Funding: (number of teachers x $250) + $2,250		$ 3,250.00
Level B Funding: (number of teachers x $500) + $4,500		
Total Leadership Section Funding		$ 3,250.00

Experiential Learning SAE Section

Points Earned as Identified in the AET Report	1,051	
Level A Funding: (number of teachers x $250) + $2,250		$ 3,250.00
Level B Funding: (number of teachers x $500) + $4,500		
Total Experiential Learning SAE Section		$ 3,250.00

Total Part B Funding: $ 10,000.00

Part C – Program Funding

LEAs may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

Part C – Program Funding (Continued)

To qualify for Part C Program Funding, a site must show evidence of meeting the following. If any item is not met, the program is not eligible to apply for Part C funding.

☑ Each teacher (50 percent of their teaching load in agriculture) must have participated in eight approved professional development activities.

☑ Agenda and Minutes for three Agriculture Education Advisory Committee meetings.

☑ Each teacher (50 percent of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.

If a program has met the three required criteria, they are eligible for funding and must complete the following Sections.

Section A – Earn one point for each criterion met.

☑ Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.

☐ In addition to the Agricultural Education Advisory Committee, the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.

☐ Program hosted a Student Teacher.

Total Points Section A: 1
(3 Points Possible)

Section B – Earn points based on AET California Ag CTE Incentive Grant Application Report. Points Earned as Identified in the AET Report for D–Program:

Total Points Section B: 143
(Section A + Section B Points)

Section A Funding: ($5,000) $ 5,000.00

Section B Funding: ($7,500) _____

Total Part C Funding: $ 5,000.00

Part A Base Level Funding: $ 14,510.00

Part B Additional Funding: 10,000

Part C Program Funding: 5,000

Grand Total Funding: 29,510

Budget Category 4000: Books and Supplies

Item	Budget (Column A)	Budget Match (Column B)
FFA Leadership packs, animal feed for student projects, plant science materials for student projects	$ 18,000.00	$ 18,000.00
Total 4000	$ 18,000.00	$ 18,000.00

Budget Category 5000: Services and Operating Expenses, Travel, Conferences, Rentals, etc.*
*Each Line Item in Object Code 5000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
FFA student & advisor registration for state, local, regional events & activities	$ 2,500.00	$ 2,500.00
WBL Transportation	$ 4,000.00	$ 4,000.00
Hotel accommodations & transportation for State FFA Conference and professional development	$ 5,010.00	$ 5,010.00
Total 5000	$ 11,510.00	$ 11,510.00

Budget Category 6000: Capital Outlay*
*Each Line Item in Object Code 6000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Total 6000		

Grand Totals: $ 29,510.00 $ 29,510.00

Posted by: California Department of Education - April 2025

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **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.

Meehleis Modular Buildings, Inc.
JTS Modular, Inc.
Enviroplex, 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 #: 17

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 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.

Action Asphalt & Concrete

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.**
- [x] **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 #: 18

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVAL OF PURCHASES USING PURCHASING COOPERATIVES**

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:
The following cooperative agreements authorize the District to make purchases without bidding. This will benefit the School District by purchasing materials and services directly from manufacturers. The purchasing cooperatives handle competitive bidding for government agencies.

1. **Keystone Purchasing Network (KPN)**
2. **National Purchasing Partners (NPP)**
3. **Sourcewell**
4. **National Cooperative Purchasing Alliance (NCPA)**
5. **Purchasing Cooperative of America (PCA)**
6. **California Multiple Award Schedules (CMAS)**
7. **Equalis Group**

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 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 list of cooperatives for purchasing.**

PROPOSED ACTION: **APPROVE**

Item #: 19

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY SERVICE AGREEMENT WITH ERC FOR CTEFP GRANT APPLICATIONS**

ATTACHMENTS: **SERVICE AGREEMENT**

FUNDING SOURCE: **GENERAL FUND**

DISCUSSION:

The District is seeking approval to enter into a service agreement with Educational Resource Consultants (ERC) for professional grant writing services to develop and submit three Career Technical Education Facilities Program (CTEFP) proposals. The total cost of the agreement is $43,500, which includes pre-planning, proposal development, and submission support for projects in Agriculture and Natural Resources, Health Science and Medical Technology, and Engineering and Architecture. These grant opportunities will support the District's efforts to enhance CTE facilities for all students.

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:

- [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 that the Board ratify the service agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 20

June 30, 2025

Service Agreement
Career Technical Education Facilities Program

ERC will develop and submit proposals for the Career Technical Education Facilities Program (CTEFP) for Cutler-Orosi Unified School District within the following three industry sectors:

1. *Agriculture and Natural Resources*
2. *Health Science and Medical Technology*
3. *Manufacturing and Product Design or Engineering and Architecture (to be determined)*

ERC writers and research associates will participate in three stages of proposal development:

Preplanning – Review Request for Applications, review with staff and develop proposal strategy.

- Review the grant application guidelines with appropriate District staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from District staff regarding any items requiring action.
- Consult, plan and strategize with District staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

Development – Coordinate processes, timeline, and proposal content.

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.
- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.

Completion – Prepare final package, submit and follow up.

- Prepare final drafts of grant applications.
- Coordinate reviews of proposal drafts with District staff prior to submission.
- Provide copies of the final draft to District staff for review prior to submission.
- Submit required number of copies to the funding agency to meet proposal deadline.
- Follow up with the agency to ensure receipt.

Contract Period

The period of this contract shall be in effect from date of approval through submission of the proposal.

Payment for Services

The fee per application is $14,500. The total fee is **$43,500.**

ERC will submit an invoice for 50% on or before August 29, 2025 and the remaining 50% on or before November 28, 2025, upon completion of the proposals.

Stephen Price — 06/30/2025
Stephen Price — Date
Educational Resource Consultants

Signed by: Yolanda Valdez — 7/7/2025
Superintendent or Designee — Date
Cutler-Orosi Unified School District

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY ARCHITECTURAL SERVICES AGREEMENT WITH TETER FOR NEW AG & NATURAL RESOURCES CTE BUILDING**

ATTACHMENTS: **ARCHITECTURAL SERVICES AGREEMENT**

FUNDING SOURCE: **BOND FUNDS**

DISCUSSION:

The District is pursuing the construction of a new Agriculture and Natural Resources Career Technical Education (CTE) building at Orosi High School to support student pathways in agricultural mechanics and other hands-on learning programs.

The District has entered into an agreement with TETER, LLP for architectural services focused on programming and conceptual design. These services will support the District's grant application to the Career Technical Education Facilities Program (CTEFP). The construction of the building is contingent upon the successful award of this grant. If the District is not awarded CTEFP funding, the project will not move forward.

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:

- [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 that the Board ratify the architectural services agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 21

AGREEMENT

FOR

ARCHITECTURAL SERVICES

BETWEEN

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

AND

TETER, INC.

DATE: July 24, 2025

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
12623 Avenue 416
Orosi, California 93647

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 2

ARTICLE 2 - RETENTION OF ARCHITECT; STANDARD OF CARE 3

ARTICLE 3 - DESCRIPTION OF PROJECT 4

ARTICLE 4 - COMPENSATION 4

ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ARCHITECT 7

ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT 20

ARTICLE 7 - RESPONSIBILITIES OF DISTRICT 21

ARTICLE 8 - INSURANCE 22

ARTICLE 9 - ERRORS AND OMISSIONS INSURANCE 24

ARTICLE 10 - COMPLIANCE WITH LAWS 24

ARTICLE 11 - TERMINATION OF AGREEMENT 24

ARTICLE 12 - ARCHITECT AN INDEPENDENT CONTRACTOR 26

ARTICLE 13 - STANDARDIZED MANUFACTURED ITEMS 27

ARTICLE 14 - OWNERSHIP OF DOCUMENTS 27

ARTICLE 15 - LICENSING OF INTELLECTUAL PROPERTY 27

ARTICLE 16 - ACCOUNTING RECORDS OF ARCHITECT 29

ARTICLE 17 - INDEMNITY 29

ARTICLE 18 - TIME SCHEDULE 30

ARTICLE 19 - MISCELLANEOUS PROVISIONS 30

AGREEMENT
FOR
ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is between the Cutler-Orosi Joint Unified School District, a California public school district (the "District"), and Teter, Inc. (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect employs professionals who are licensed to provide architectural/engineering services in the State of California and are qualified to provide the services re- quired by the District, specifically the design and construction oversight of public school(s).

C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Additional Services**. "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement**. "Agreement" shall mean this Agreement for Architectural Services.

1.3 **Architect**. "Architect" shall mean Teter, Inc., and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services**. Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents**. "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected

equipment and site work.

1.6 **Contractor**. "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District**. "District" shall mean the Cutler-Orosi Joint Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project**. "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost**. "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, and as subsequently revised in these ways: (a) Revised by changes to the Project Construction Cost under Article 5 of this Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Negligent or Willful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, and testing not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items, to the extent these services have not been completed.

1.10 **Negligent or Willful Acts or Omissions.** "Negligent or Willful Acts or Omissions" shall mean Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2
RETENTION OF ARCHITECT; STANDARD OF CARE

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans

with Disabilities Act ("ADA"). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3
DESCRIPTION OF PROJECT

3.1 The Project concerning which such architectural services shall be provided is Orosi High School Ag Shop Programming and Conceptual Design, as described in Exhibit B, attached hereto.

The project **is not** intended to be split into multiple prime contracts.

ARTICLE 4
COMPENSATION

4.1 **Basic Services**

4.1.1. For Basic Services satisfactorily performed as defined in Exhibit B of this Agreement, the total compensation paid to the Architect for the Project shall be no more than Twenty Eight Thousand Dollars as described in Exhibit B. This compensation is allocated as indicated in Exhibit B.

Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by section 1.9, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

4.2 **Additional Services**

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as attached in ***Exhibit A***, or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.3 **Reimbursable Expenses**

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Architect and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Ser- vices that result from Negligent or Willful Acts or Omissions.

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on the Project. Architect's total reimbursement for Reimbursable Expenses shall not exceed $10,000, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's

rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Pri- or to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Negligent or Willful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. Payment for DSA Closeout work shall be withheld until completion of such work, and receipt and approval by the District of the Architect's properly documented and submitted invoice.

4.6 Should District cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Architect's records and files regarding, or relating to, any of the work performed by Architect for District on this Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to Architect's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain those records and files for ten (10) years.

4.8 Architect's hourly rate schedule for its services is attached as ***Exhibit A***.

4.9 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the ser- vices described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and other- wise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement.

tect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a reasonably sufficient number of full-time employees to perform its duties and responsibilities under this Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. District may, upon 14 days written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect's professional employees shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 **Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consult- ants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall, upon request, assist District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have re-

turned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Architect shall, upon request, assist District in procuring chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), and California Department of Education in connection therewith. Architect shall also assist the District in District's necessary provision of submittals required by OPSC.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including

but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other ap- proved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over

the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect

shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement.

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid pack- age. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the Contract Documents.

5.6 Bidding and Negotiations Phase

5.6.1 Following DSA's and District's governing board's written approval of Contract Documents, and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by con- tractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District in excess of three (3) sets shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless District grants additional authority

in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractor.

5.7.4 The Architect shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall make all rea- sonable efforts to respond to all requests for information ("RFI's") from a Contractor within four- teen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Con- tractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing lay- outs, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Contractor shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq*. However, Architect shall take cognizance of Contractor's failure to perform this task and promptly report such failure to the District. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the responsibility for the Project to coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, with the DSA Construction Oversight Process.

The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, but under no circumstances less than two times each month during construction, to maintain familiarity with the general quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. Architect shall make all reasonable efforts to take such action within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect

shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect can- not take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's rea- sonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent there- with.

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in substantial accordance with the Contract Documents based upon Architect's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District that are alleged or claimed to arise, in whole or in part, from Negligent or Willful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against District until Con- tractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Negligent or Willful Acts or Omissions, the Architect's fee shall not be calculated by reference to the cost of change order work which would not have been necessary in the absence of such Negligent or Willful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Negligent or Willful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Negligent or Willful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Negligent or Willful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Negligent or Willful Act or Omission and the change order work necessitated by the Negligent or Willful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Negligent or Willful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Negligent or Willful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's re- quest District and Architect shall meet and confer in good faith in an effort to reach agreement on
(a) whether a Negligent or Willful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are

attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.22 The Architect shall assist District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, pro- vided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Negligent or Willful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.1 **Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Ar

chitect under this Agreement.

ARTICLE 6
ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Section 4.2.1 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 7
RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project,

which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

ARTICLE 8
INSURANCE

Without anyway affecting the indemnity provision identified in this Agreement, Architect shall, at the Architect's sole expense, and prior to the commencement of the Project, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to District through the entire term of this Agreement. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with a least the following limits of liability:

8.1 Professional Liability – Architect, at its own cost and expense, must maintain for the period covered by this Agreement, Professional Liability Insurance in an amount not less than Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services provided under this Agreement. Professional Liability shall be made on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the Architect begins to perform work under this Agreement. Architect shall secure and maintain this insurance and "tail" coverage throughout the term of this Agreement and for a minimum of five (5) years after Agreement completion.

8.2 Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One Million Dollars ($1,000,000) per occurrence covering all persons providing labor or services on behalf of Architect and all risks to such persons under this Agreement.

8.3 Employer's Liability – Employer's Liability insurance shall include coverage in the amount of One Million Dollars ($1,000,000) for Bodily injury per accident, a policy limit of One Million Dollars ($1,000,000) Bodily Injury by Disease for each employee.

8.4 Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, and Two Million Dollars ($2,000,000) in the aggregate written on an occurrence form. Also included shall be One Million Dollars ($1,000,000) in the aggregate for Personal/Advertising, One Hundred Thousand Dollars ($100,000) for Damages to Rented Premises and Ten Thousand Dollars ($10,000) for Medical Expenses. Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by District.

8.5 Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than One Million Dollars ($1,000,000) combined single limit.

8.6 Excess Liability – To include Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate.

8.7 Proof of Coverage – Architect shall furnish certificates of insurance to District evidencing the insurance coverage required above, prior to the issuance of the NTP, or as District requests. All such certificates, except those for Worker's Compensation and Professional Liability insurance, shall include District and their officers, employees, Architects, agents, and volunteers as additional insured parties, on Commercial General Liability and automobile liability insurance. Prior to commencing the Project, Architect shall furnish District with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, Architect will provide District thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium Architect will provide District ten (10) days written notice. Architect shall maintain such insurance for the entire term of this Agreement. The certificate(s) of insurance are to include the Agreement number and Project Man- ager's name on the face of the certificate(s) and shall be submitted directly to District's Agreement Administrator.

8.8 Additional Insured – All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming District and their officers, employees, contractors, agents, and volunteers as additional insured parties with respect to liabilities arising out to the performance of work hereunder. The additional insured endorsements shall not limit the scope of coverage for District to vicarious liability but shall allow coverage for District to the full extent pro- vided by the policy.

8.9 Waiver of Subrogation Rights – Architect shall require the carriers of Commercial General Liability, Automobile Liability and Workers Compensation to waive all rights of subrogation against District, its officers, employees, agents, volunteers, contractors, and subcontractors. Such insurance coverage provided shall not prohibit Architect or Architect's employees or agents from waiving the right of subrogation prior to a loss or claim. Architect hereby waives all rights of subrogation

against District.

8.10 All coverages for subArchitects shall be subject to all of the requirements stated herein. Architect shall include all subArchitects as insured under its policies or shall furnish separate certificates and endorsements for each subArchitect.

8.11 If requested by District, Architect shall submit copies of all required insurance policies, including endorsements.

ARTICLE 10
ERRORS AND OMISSIONS INSURANCE

10.1 Architect shall be responsible for the professional quality, technical accuracy, and coordination of all work required under this Agreement. Architect shall be liable for District costs resulting from errors or deficiencies, in work furnished under this Agreement, including, but not limited to any fines, penalties, damages, and costs required because of an error or deficiency in the work pro- vided by Architect under this Agreement.

10.2 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis with limits of at least Three Million Dollars ($3,000,000) with a deductible in an amount not to exceed the sum of Fifty Thousand Dollars ($50,000).

10.3 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article except with a minimum of One Million Dollars ($1,000,000), and Architect shall include such provisions in its contracts with them.

ARTICLE 11
COMPLIANCE WITH LAWS

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12 TERMINATION OF AGREEMENT

12.1 **Termination by District** – This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also commence procedures to terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services per- formed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Architect** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may commence procedures to terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Architect shall perform any and all

Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 **Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. To the extent required by Education Code Section 17316, if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13
ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15
OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. To the extent required by Education Code Section 17316, if the District reuses the plans pre- pared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse..

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, and will retain, on the District's behalf, the original documents or electronic copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original or electronic documents it has retained under this Agreement upon request by the District.

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, not only as they relate or may re- late to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. To the extent required by Education Code Section 17316, if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such sub- contractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be pre- pared under this Agreement. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and pro- vided to Architect by the District. To the extent required by Education Code Section 17316, if the

District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

ARTICLE 17
ACCOUNTING RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 18
INDEMNITY

18.1 **Architect Indemnification. To the extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.**

18.2 **District Indemnification. To the extent permitted by law, the District shall defend, indemnify, and hold harmless the Architect, and their officers, agents and employees ("Architect Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the District, the District's officers, employees, or consultants in performing or failing to perform any functions provided for, referred to, or in any way connected with any functions to be performed under this Agreement. For purposes of this Article 18.2 only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the Architect's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided**

for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the District.

18.3 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or con- tract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously pre- pared documents or materials; and (d) District expressly requests that the Architect utilize the de- signs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 18
TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as ***Exhibit B*** to this Agreement.

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Negligent or Willful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 19
MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue un- der applicable State law, provided that nothing in this Agreement shall constitute a waiver of im-

munity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: **Cutler-Orosi Joint Unified School District**
12623 Avenue 416
Orosi, California 93647
Attention:

Architect: Teter, Inc.
7535 N. Palm Avenue Ste. 201
Fresno, CA 93711
Attention: Jenn Pike-Owens

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by

the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

* *

ARCHITECT:
TETER, INC.

Signed by:
By: Nicole Williams Russell
Nicole Williams-Russell, Business Unit Director

DISTRICT:
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Signed by:
By: Yolanda Valdez
Yolanda Valdez, Superintendent

Hourly Rate Schedule

Exhibit A

January 1, 2025

Architecture	
Principal Architect	$275.00/hr
Senior Architect	$220.00/hr
Architect	$180.00/hr
Civil Engineering	
Principal Civil Engineer	$255.00/hr
Senior Civil Engineer	$195.00/hr
Civil Engineer	$170.00/hr
Structural Engineering	
Principal Structural Engineer	$270.00/hr
Senior Structural Engineer	$240.00/hr
Structural Engineer	$200.00/hr
Mechanical Engineering	
Principal Mechanical Engineer	$270.00/hr
Senior Mechanical Engineer	$235.00/hr
Mechanical Engineer	$185.00/hr
Electrical Engineering	
Principal Electrical Engineer	$290.00/hr
Senior Electrical Engineer	$235.00/hr
Electrical Engineer	$185.00/hr
Court Appearances / Expert Testimony / Consultation/ Specialty	
Professional Engineer	$450.00/hr
Architect	$450.00/hr
Certified Access Specialist (CASp)	$290.00/hr
Construction Administration	
Senior Construction Administrator	$185.00/hr
Construction Administrator	$140.00/hr
Project Management	
Principal Project Manager	$255.00/hr
Senior Project Manager	$220.00/hr
Project Manager	$185.00/hr
Job Captain	$150.00/hr
Senior Administrator	$145.00/hr
Administrator	$120.00/hr
Support Services	
Systems Manager	$195.00/hr
Engineer-In-Training II	$145.00/hr
Engineer-In-Training I	$135.00/hr
Design Professional II	$125.00/hr
Design Professional I	$120.00/hr
Senior Drafter	$125.00/hr
Drafter	$105.00/hr
Reimbursable Items	
Mileage	Current Federal Rate + 15%
Prints (11" x 17")	$0.15/sheet
Prints (24" x 32")	$1.00/sheet
Prints (24" x 36")	$1.50/sheet
Prints (30" x 42")	$2.00/sheet
Sub-Consultants	Invoice + 15%
Other Direct Costs	Cost + 15%

EXHIBIT B: Project Description, Fee & Schedule

PURSUANT TO

AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN
TETER, INC. AND CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

This project scope and proposal is issued pursuant to and is a part of that certain Agreement for Architectural Services between TETER, INC. and Cutler-Orosi Joint Unified School District dated July 24, 2025 (the "Agreement"). Except as specifically modified herein, this Exhibit B is governed by the terms and conditions set forth in the Agreement, which terms and conditions are incorporated herein.

I. PROJECT

Project Name and location: Orosi High School New Ag Shop Career and Technical Education (CTE) Building. This project consists of the programming and conceptual design of an Ag Shop CTE building of approximately 6,000 square feet (SF). The conceptual design will include a site plan that indicates the location of the new building in relation to the adjacent existing buildings and the potential removal of other existing structures. The indicated preliminary construction budget is five million dollars ($5,000,000.00), and the total project budget is six million dollars ($6,000,000.00). The District and Architect have developed the following preliminary budget information:

Scope of Work	Construction Budget	Project Budget Estimate
New Ag Shop CTE Building	$5,000,000.00	$6,000,000.00

It is our intent to develop appropriate alternates and/or reduce the scope of work to stay within this budget. However, the District can elect to increase this budget.

II. SCOPE OF SERVICES

The programming and conceptual design process described herein will be completed in collaboration with the District and will be utilized to support the District in their CTE grant application. The process will include developing an understanding of the Ag Shop CTE program, required spaces, specific major equipment, site requirements, as well as establishing a conceptual construction budget.

Based on the above description, TETER's proposed scope of work is as follows:

TETER Scope of Work

Programming

- Guide the District in developing a vision for the New Agriculture Shop CTE Building
- Visit with the District up to two (2) existing local Ag Shop CTE programs to assist in program development
- Facilitate meetings (as indicated below) with the District to assess Client and project goals and establish written project guidelines (program package)

- Gather information required to establish quantitative site and building requirements, including size, adjacencies, budget, and schedule
- Includes two (2) site visits and one (1) programming meeting

Conceptual Design

- Create aconceptual floorplan indicating size of spaces, layout, major doors and openings, and major equipment locations
- Create conceptual site plan indicating the proposed building, outdoor shop areas, connecting walks/drives, demolition of existing buildings and connection to adjacent campus
- Prepare major equipment list schedule indicating the District's selected equipment, model number, size and special utility requirements
- Assist the District and their selected grant writer with their CTE grant application by providing conceptual design site plan, floor plans, and equipment schedule as indicated above. Coordinate required conceptual drawing information with grant application
- Includes two (2) conceptual design meetings and one (1) grant application review meeting

Deliverables

TETER shall prepare programming documents consisting of the following in .pdf format, emailed or otherwise electronically transmitted:

- **Program-Level Budget** provided as a cost/sf estimate based on developed site area, general building size, structure, and features
- **Program/Conceptual Design Package** which includes a summary of required spaces and preliminary site and floor plan concepts with desired spaces, sizes, equipment and adjacencies

III. ARCHITECT COMPENSATION & SCHEDULE

In consideration for the services listed above, Client shall compensate TETER on an hourly basis, not to exceed a fee amount of **Twenty-Eight Thousand Dollars ($28,000.00).** Services shall be billed in accordance with the hourly rate schedule included as Exhibit A to this agreement. Invoices shall be payable within thirty (30) days of the invoice date.

Meetings beyond those noted above may require additional fees.

Proposed Fees

New Ag Shop CTE Building	Proposed Fee
	$28,000.00
Total (not-to-exceed)	**$28,000.00**

This fee does not include District allowable reimbursable expenses. Such expenses typically include DSA approval drawings, DSA scanning process, DSA mileage/meals, and Owner progress sets. For budgeting purposes we estimate a reimbursable fee not to exceed $2,000.00

Proposed Schedule

Schedule shall be established as mutually agreed upon by Client and Architect upon commencement of the project, with the intent for the District to submit the CTE funding grant by December 1, 2025. The proposed schedule is contingent upon the timely receipt of the fully executed contract and subject to the District's timely decision-making and approval of designs at key milestones. Any delays in obtaining authorization and District decisions may result in adjustments to the outlined schedule.

Schedule	Duration	Date
• Authorization to Proceed	Upon Receipt of Contract	August 18, 2025
• Project Kick-Off Meeting	1 week	
• Two (2) Site Visits	2 weeks	
• Program Development	2 weeks	
• Conceptual Design	4 weeks	
• Budget & Grant Review	2 weeks	
• Final Grant Submission	2 weeks	November 24, 2025

Limitations/Exclusions – The following services or costs are not included in the proposed fee:

The following services are not included in this proposal but may be available upon the Owner's request at an additional fee:

1. Agency negotiations, approvals, design and documentation for handling and storage of hazardous materials and designated wastes, including but not limited to asbestos, its detection and removal.
2. Sub-surface investigations/location of proposed footings/foundation.
3. Consultation, addenda or redesign related to owner changes after design is approved.
4. Site assessments including historical, environmental, archaeological and endangered species.
5. Plan check, permit fees, school fees or other fees.
6. Development of typical schematic design to construction administration services
7. Civil, mechanical, electrical or structural engineering

IV. MODIFICATIONS

The following modifications are made to the Agreement for purposes of Exhibit B:
Modification: Due to the unique characteristics of this project, TETER's Architectural services will include the programming and conceptual design only.

If you would like to discuss this matter further, please contact me directly at (559) 437-0887.

Sincerely,

Robert Thornton
Sr. Partner/Architect,
TETER, INC.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY ARCHITECTURAL SERVICES AGREEMENT WITH TETER FOR NEW ENGINEERING & ARCHITECTURE AND HEALTH SCIENCE & MEDICAL TECHNOLOGY CTE BUILDING**

ATTACHMENTS: **ARCHITECTURAL SERVICES AGREEMENT**

FUNDING SOURCE: **BOND FUNDS**

DISCUSSION:
The District is moving forward with the construction of a new Career Technical Education (CTE) building at Orosi High School to support the expansion of hands-on, career-focused learning opportunities for students. The facility will house programs in the Engineering and Architecture and Health Science and Medical Technology industry sectors, including pathways such as engineering design and medical terminology.

The District entered into an agreement with TETER, LLP for architectural services. TETER will provide full design services including site planning, construction documents, agency coordination, and project oversight through completion.

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:

- [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 that the Board ratify the architectural services agreement.**

PROPOSED ACTION: **APPROVE**

Docusign Envelope ID: 026EABAC-21D3-4782-8A8D-C0E93962C73F

AGREEMENT

FOR

ARCHITECTURAL SERVICES

BETWEEN

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

AND

TETER ARCHITECTS AND ENGINEERS

DATE: June 18, 2025

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
12623 Avenue 416
Orosi, California 93647

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 2

ARTICLE 2 - RETENTION OF ARCHITECT; STANDARD OF CARE 3

ARTICLE 3 - DESCRIPTION OF PROJECT 4

ARTICLE 4 - COMPENSATION 4

ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ARCHITECT 7

ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT 20

ARTICLE 7 - RESPONSIBILITIES OF DISTRICT 21

ARTICLE 8 - INSURANCE 22

ARTICLE 9 - ERRORS AND OMISSIONS INSURANCE 24

ARTICLE 10 - COMPLIANCE WITH LAWS 24

ARTICLE 11 - TERMINATION OF AGREEMENT 24

ARTICLE 12 - ARCHITECT AN INDEPENDENT CONTRACTOR 26

ARTICLE 13 - STANDARDIZED MANUFACTURED ITEMS 27

ARTICLE 14 - OWNERSHIP OF DOCUMENTS 27

ARTICLE 15 - LICENSING OF INTELLECTUAL PROPERTY 27

ARTICLE 16 - ACCOUNTING RECORDS OF ARCHITECT 29

ARTICLE 17 - INDEMNITY 29

ARTICLE 18 - TIME SCHEDULE 30

ARTICLE 19 - MISCELLANEOUS PROVISIONS 30

AGREEMENT
FOR
ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is between the Cutler-Orosi Joint Unified School District, a California public school district (the "District"), and Teter, Inc. (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect employs professionals who are licensed to provide architectural/engineering services in the State of California and are qualified to provide the services re- quired by the District, specifically the design and construction oversight of public school(s).

C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Additional Services**. "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement**. "Agreement" shall mean this Agreement for Architectural Services.

1.3 **Architect**. "Architect" shall mean Teter, Inc., and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services**. Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents**. "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected

equipment and site work.

1.6 **Contractor**. "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District**. "District" shall mean the Cutler-Orosi Joint Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project**. "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost**. "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, and as subsequently revised in these ways: (a) Revised by changes to the Project Construction Cost under Article 5 of this Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Negligent or Willful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, and testing not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items, to the extent these services have not been completed.

1.10 **Negligent or Willful Acts or Omissions.** "Negligent or Willful Acts or Omissions" shall mean Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2
RETENTION OF ARCHITECT; STANDARD OF CARE

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans

with Disabilities Act ("ADA"). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3
DESCRIPTION OF PROJECT

3.1 The Project concerning which such architectural services shall be provided is Orosi High School New CTE Building, , as described in Exhibit B, attached hereto.

The project **is not** intended to be split into multiple prime contracts.

ARTICLE 4
COMPENSATION

4.1 **Basic Services**

4.1.1. For all Basic Services satisfactorily performed as defined in Articles 1 and 5 of this Agreement, the total compensation paid to the Architect for the Project shall be no more than twelve percent (12%) for the Site Construction work as described in Exhibit B, and eight percent (8%) for the Permanent Modular Building work as described in Exhibit B of the final adjusted Project Construction Cost for the Project. This compensation is allocated pursuant to the following schedule:

Initial Payment	None
Upon Completion of:	
Schematic Design	10%
Design Development Phase	15%
Contract Documents Phase	40%
DSA Back Check	5%
Bidding and Negotiation Phase	5%
Construction Phase	20%
DSA Closeout	5%
TOTAL BASIC COMPENSATION	100%

Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by section 1.9, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

4.2 **Additional Services**

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as attached in ***Exhibit A***, or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.3 **Reimbursable Expenses**

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Architect and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Ser- vices that result from Negligent or Willful Acts or Omissions.

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on the Project. Architect's total reimbursement for Reimbursable Expenses shall not exceed $10,000, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's

rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Pri- or to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Negligent or Willful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. Payment for DSA Closeout work shall be withheld until completion of such work, and receipt and approval by the District of the Architect's properly documented and submitted invoice.

4.6 Should District cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Architect's records and files regarding, or relating to, any of the work performed by Architect for District on this Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to Architect's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain those records and files for ten (10) years.

4.8 Architect's hourly rate schedule for its services is attached as ***Exhibit A***.

4.9 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 **General**

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the ser- vices described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and other- wise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement.

tect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a reasonably sufficient number of full-time employees to perform its duties and responsibilities under this Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. District may, upon 14 days written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect's professional employees shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 **Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consult- ants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall, upon request, assist District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have re-

turned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Architect shall, upon request, assist District in procuring chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), and California Department of Education in connection therewith. Architect shall also assist the District in District's necessary provision of submittals required by OPSC.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including

but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other ap- proved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over

the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect

shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement.

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid pack- age. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's governing board's written approval of Contract Documents, and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by con- tractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District in excess of three (3) sets shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless District grants additional authority

in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractor.

5.7.4 The Architect shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall make all rea- sonable efforts to respond to all requests for information ("RFI's") from a Contractor within four- teen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Con- tractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing lay- outs, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Contractor shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq*. However, Architect shall take cognizance of Contractor's failure to perform this task and promptly report such failure to the District. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the responsibility for the Project to coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, with the DSA Construction Oversight Process.

The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, but under no circumstances less than two times each month during construction, to maintain familiarity with the general quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. Architect shall make all reasonable efforts to take such action within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect

shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect can- not take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's rea- sonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent there- with.

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in substantial accordance with the Contract Documents based upon Architect's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District that are alleged or claimed to arise, in whole or in part, from Negligent or Willful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against District until Con- tractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Negligent or Willful Acts or Omissions, the Architect's fee shall not be calculated by reference to the cost of change order work which would not have been necessary in the absence of such Negligent or Willful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Negligent or Willful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Negligent or Willful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Negligent or Willful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Negligent or Willful Act or Omission and the change order work necessitated by the Negligent or Willful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Negligent or Willful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Negligent or Willful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's re- quest District and Architect shall meet and confer in good faith in an effort to reach agreement on
(a) whether a Negligent or Willful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are

attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.22 The Architect shall assist District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, pro- vided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Negligent or Willful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.1 **Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Ar

chitect under this Agreement.

ARTICLE 6
ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Section 4.2.1 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 7
RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project,

which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

ARTICLE 8
INSURANCE

Without anyway affecting the indemnity provision identified in this Agreement, Architect shall, at the Architect's sole expense, and prior to the commencement of the Project, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to District through the entire term of this Agreement. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with a least the following limits of liability:

8.1 Professional Liability – Architect, at its own cost and expense, must maintain for the period covered by this Agreement, Professional Liability Insurance in an amount not less than Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services provided under this Agreement. Professional Liability shall be made on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the Architect begins to perform work under this Agreement. Architect shall secure and maintain this insurance and "tail" coverage throughout the term of this Agreement and for a minimum of five (5) years after Agreement completion.

8.2 Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One Million Dollars ($1,000,000) per occurrence covering all persons providing labor or services on behalf of Architect and all risks to such persons under this Agreement.

8.3 Employer's Liability – Employer's Liability insurance shall include coverage in the amount of One Million Dollars ($1,000,000) for Bodily injury per accident, a policy limit of One Million Dollars ($1,000,000) Bodily Injury by Disease for each employee.

8.4 Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, and Two Million Dollars ($2,000,000) in the aggregate written on an occurrence form. Also included shall be One Million Dollars ($1,000,000) in the aggregate for Personal/Advertising, One Hundred Thousand Dollars ($100,000) for Damages to Rented Premises and Ten Thousand Dollars ($10,000) for Medical Expenses. Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by District.

8.5 Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than One Million Dollars ($1,000,000) combined single limit.

8.6 Excess Liability – To include Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate.

8.7 Proof of Coverage – Architect shall furnish certificates of insurance to District evidencing the insurance coverage required above, prior to the issuance of the NTP, or as District requests. All such certificates, except those for Worker's Compensation and Professional Liability insurance, shall include District and their officers, employees, Architects, agents, and volunteers as additional insured parties, on Commercial General Liability and automobile liability insurance. Prior to commencing the Project, Architect shall furnish District with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, Architect will provide District thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium Architect will provide District ten (10) days written notice. Architect shall maintain such insurance for the entire term of this Agreement. The certificate(s) of insurance are to include the Agreement number and Project Man- ager's name on the face of the certificate(s) and shall be submitted directly to District's Agreement Administrator.

8.8 Additional Insured – All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming District and their officers, employees, contractors, agents, and volunteers as additional insured parties with respect to liabilities arising out to the performance of work hereunder. The additional insured endorsements shall not limit the scope of coverage for District to vicarious liability but shall allow coverage for District to the full extent pro- vided by the policy.

8.9 Waiver of Subrogation Rights – Architect shall require the carriers of Commercial General Liability, Automobile Liability and Workers Compensation to waive all rights of subrogation against District, its officers, employees, agents, volunteers, contractors, and subcontractors. Such insurance coverage provided shall not prohibit Architect or Architect's employees or agents from waiving the right of subrogation prior to a loss or claim. Architect hereby waives all rights of subrogation

against District.

8.10 All coverages for subArchitects shall be subject to all of the requirements stated herein. Architect shall include all subArchitects as insured under its policies or shall furnish separate certificates and endorsements for each subArchitect.

8.11 If requested by District, Architect shall submit copies of all required insurance policies, including endorsements.

ARTICLE 10
ERRORS AND OMISSIONS INSURANCE

10.1 Architect shall be responsible for the professional quality, technical accuracy, and coordination of all work required under this Agreement. Architect shall be liable for District costs resulting from errors or deficiencies, in work furnished under this Agreement, including, but not limited to any fines, penalties, damages, and costs required because of an error or deficiency in the work pro- vided by Architect under this Agreement.

10.2 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis with limits of at least Three Million Dollars ($3,000,000) with a deductible in an amount not to exceed the sum of Fifty Thousand Dollars ($50,000).

10.3 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article except with a minimum of One Million Dollars ($1,000,000), and Architect shall include such provisions in its contracts with them.

ARTICLE 11
COMPLIANCE WITH LAWS

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12 TERMINATION OF AGREEMENT

12.1 **Termination by District** – This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also commence procedures to terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services per- formed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Architect** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may commence procedures to terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Architect shall perform any and all

Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 **Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. To the extent required by Education Code Section 17316, if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13
ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15
OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. To the extent required by Education Code Section 17316, if the District reuses the plans pre- pared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse..

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, and will retain, on the District's behalf, the original documents or electronic copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original or electronic documents it has retained under this Agreement upon request by the District.

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, not only as they relate or may re- late to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. To the extent required by Education Code Section 17316, if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such sub- contractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be pre- pared under this Agreement. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and pro- vided to Architect by the District. To the extent required by Education Code Section 17316, if the

District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect, and Architect's consultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

ARTICLE 17
ACCOUNTING RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 18
INDEMNITY

18.1 **Architect Indemnification. To the extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.**

18.2 **District Indemnification. To the extent permitted by law, the District shall defend, indemnify, and hold harmless the Architect, and their officers, agents and employees ("Architect Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the District, the District's officers, employees, or consultants in performing or failing to perform any functions provided for, referred to, or in any way connected with any functions to be performed under this Agreement. For purposes of this Article 18.2 only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the Architect's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided**

for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the District.

18.3 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or con- tract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously pre- pared documents or materials; and (d) District expressly requests that the Architect utilize the de- signs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 18
TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as ***Exhibit B*** to this Agreement.

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Negligent or Willful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 19
MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue un- der applicable State law, provided that nothing in this Agreement shall constitute a waiver of im-

munity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: **Cutler-Orosi Joint Unified School District**
12623 Avenue 416
Orosi, California 93647
Attention:

Architect: Teter, Inc.
7535 N. Palm Avenue Ste. 201
Fresno, CA 93711
Attention: Jenn Pike-Owens

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by

the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

* * * * * * * * * * * * * * * * * * * *

ARCHITECT:
TETER, Inc.

Signed by:
By Jenn Pike-Owens
1E04A9116B8A4B5...
Jenn-Pike Owens, Chief Operating Officer

DISTRICT:
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Signed by:
By: Yolanda Valdez
C952B6A8C4434BF...
Yolanda Valdez, Superintendent

ARCHITECT:
TETER, Inc.

DocuSigned by:
By Byron Dietrich
285F2F966F1B461...
Byron Dietrich, Chief Executive Officer

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 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 #: 23

INTER-DISTRICT TRANSFER REQUESTS

August 14, 2025

INCOMING REQUESTS for 2025-26			
Student	**District of Resi**	**Reason**	**Approved/ Denied**
V. Chavez Padilla	Visalia	Parent Employment	Approved
K. Lua	Dinuba	Parent Employment	Approved
A. Cabañas	Dinuba	Dual Enrollment Program	Approved
V. Soria Alvarado	Kings Canyon	Parent Employment	Approved
R. Murillo	Kings Canyon	Child Care	Approved
V. Arciga	Kings Canyon	Continued Attendance	Approved
L. Arciga	Kings Canyon	Continued Attendance	Approved
S. Calderon	Dinuba	Parent Employment	Approved
A. R. Hernandez	Woodlake	Parent Employment	Approved
D. Arciga	Kings Canyon	Continued Attendance	Approved
R. Villa Mireles	Dinuba	Continued Attendance	Approved
D. Villa Mireles	Dinuba	Continued Attendance	Approved
M. Villasenor	Visalia	Parent Employment	Approved
A. Villasenor	Visalia	Parent Employment	Approved
A. Jimenez	Dinuba	Parent Employment	Approved
A. Jimenez	Dinuba	Parent Employment	Approved
A. Jimenez	Dinuba	Parent Employment	Approved
A. DeLeon	Visalia	Parent Employment	Approved
A. Figueroa	Visalia	Parent Employment	Approved
E. Cerda	Parlier	Parent Employment	Approved
A. Cerda	Parlier	Parent Employment	Approved
L. Fernandez	Dinuba	Parent Employment	Approved
R. Nanez	Tulare city	Parent Employment	Approved
R. Nanez	Tulare City	Parent Employment	Approved
R. Sanders	Selma	Parent Employment	Approved
A. Sanders	Selma	Parent Employment	Approved
A. Sanders	Selma	Parent Employment	Approved
D. Estrada Rodriguez	Stone Corral	Continued Attendance	Approved
J. Estrada Rodriguez	Stone Corral	Continued Attendance	Approved
S. Estrada Rodriguez	Stone Corral	Continued Attendance	Approved

INTER-DISTRICT TRANSFER REQUESTS

August 14, 2025

OUTGOING REQUESTS for 2025-2026			
Student	**District Requested**	**Reason**	**Approved/ Denied**
C. Mello	Exeter	Parent Employment	Approved
S. Villarreal	Monson-Sultana	Middle Point for Seperated Parents	Approved
J. Vargas	Kings Canyon	Parent Employment	Approved
N. Robles Ponce	Visalia	Parent Employment	Approved
M. Reyna	Monson-Sultana	Continued Attendance	Approved
B. Rodriguez	Dinuba	Child Custody	Approved
S. Nuñez	Dinuba	Parent Employment	Approved
A. Moreno	Kings Canyon	Parent Employment	Approved
A. Moreno	Kings Canyon	Parent Employment	Approved
C. Salazar	Dinuba	Child Care	Approved
K. Salazar	Dinuba	Continued Attendance	Approved
D. Salazar	Dinuba	Continued Attendance	Approved
L.D. Rios	Dinuba	Parent Employment	Approved

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**RATIFY 6TH GRADE SCICON OVERNIGHT FIELD TRIPS**
ATTACHMENTS:	**6TH GRADE SCICON FIELD TRIP DATES**
FUNDING SOURCE:	**GENERAL FUND**

DISCUSSION: Attached for Board approval is a request for an overnight stay for the 6th grade classes participating in the Tulare County Office of Education week-long SCICON camp. Classes will leave throughout the year on a Monday and return to school on the following Friday by 2:15pm. Participation in this event requires a weekly overnight stay. Teachers will attend SCICON and stay overnight as well. The estimated total cost for all trips is $81,000.

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.**
- [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 ratify the 6th grade SCICON overnight field trip.**

PROPOSED ACTION: **RATIFY**

6/13/2025

Yolanda Valdez
Superintendent
Cutler-Orosi UnifiedSchool District
12623 Ave. 416
Orosi, CA
93647

Dear Yolanda,

The following dates for the 2025/2026 school year have been set for your schools: Please note if "Eagle Point" is listed for just specific classes, make teacher's aware of their village assignments. Please make school sites and principals aware of the SCICON scheduled dates. As a reminder, notify the SCICON office if enrollment numbers have changed no later than August 26. Per the SCICON contract, "The DISTRICT shall pay the per-student rates based on the greater of:
a. 97% of the estimated number of students projected in May of the prior school year, OR
b. The actual number of students in attendance."

Date Scheduled	School	Students	
September 8-12	El Monte	25	
September 8-12	El Monte	25	Eagle Point
September 15-19	El Monte	25	Eagle Point
September 15-19	El Monte	25	
October 6-10	El Monte	25	
October 6-10	El Monte	25	Eagle Point
November 17-21	El Monte	25	Eagle Point
November 17-21	El Monte	25	
May 11-15	El Monte	25	Eagle Point
May 11-15	El Monte	25	

Total Students	250
5-day Weeks	250
4-day Weeks	

If you have any questions regarding your SCICON dates or student numbers, please email our office at gporter@tcoe.org or call (559) 539-2642. Thank you for your continued support and helping your students to be a part of SCICON.

Sincerely

Dianne Shew
SCICON
Director

Tulare County Office of Education
SCICON Week Trip (6th Grade) Agreement

THIS AGREEMENT is entered into as of July 1, 2025, between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Cutler-Orosi Unified School District**, referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

ACCORDINGLY, IT IS AGREED:

1. COST OF PROGRAM:

SCICON Week (6th Grade) Trip Rate Schedule for the **2025-2026** school year:

$ 297.57	Per Teacher/Aide Rate	DISTRICT shall make full payment on or before June 30, 2026.
$ 52.50	Per High School Student Counselor Rate	
Per Student Rate:		
Five (5)-day week	**$ 297.57**	Approximately_ 250_ students (projected count)
Four (4)-day week	**$ 254.76**	Approximately _0_ students (projected count)
DISTRICT shall pay the per-student rates based on the greater of: a. **97%** of the estimated number of students projected in May of the prior school year, **OR** b. The actual number of students in attendance.		

2. DISTRICT RESPONSIBILITIES: The DISTRICT shall be responsible for all items listed below:

a. Require its teaching and counseling staff to cooperate with the COUNTY SUPERINTENDENT'S staff in necessary preplanning and post-SCICON trip follow-up to ensure the carrying out of the objectives of the Program.

b. Require that its students are equipped with suitable and necessary bedding, clothing, and supplies while attending the Program as set forth in the materials provided in the teacher's packet.

c. Furnish high school student counselors at the Program at a minimum ratio of one (1) counselor to every eight (8) students (8:1), in addition to the classroom teacher. Counselor shortage will result in teacher responsibility for student cabins.

d. Provide support staff for special student accommodations (e.g. IEP/504) circumstances. This includes, but is not limited to: health aides, registered nurses, one-on-one aides, assisted daily living (ADL), support for physical disabilities, severe emotional or behavioral disorders, mental health-related needs. The Program serves solely as a residential outdoor science school (ROSS) field trip site. The Program must be notified of any special accommodation and any support staff attending at least four weeks in advance of your scheduled trip.

e. Notify the COUNTY SUPERINTENDENT of the number of students to attend the Program four (4) weeks before the scheduled date of attendance.

f. Provide transportation for its students, counselors and personnel to and from the Program.

g. Provide one (1) teacher per class the entire period that its students are in attendance at the Program. If a teacher is required to leave the Program for any reason, the District shall provide a cleared substitute teacher to provide supervision for its students.

h. On occasion, a school district may request that an adult volunteer accompany their students to the Program. The requesting school district shall have the volunteer successfully pass a fingerprint criminal background check as well as obtain a tuberculosis clearance.

Please return via email to gporter@tcoe.org
Or Mail to: SCICON, PO BOX 339, Springville, CA 93265

Tulare County Office of Education
SCICON Week Trip (6th Grade) Agreement

3. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.
b. Provide complete food services for students and staff during the periods they are attending the Program (Monday through Friday).
c. Provide a teacher's packet for each teacher prior to visitation. The packet will include instructions, maps, schedules, registration forms, clothing and equipment lists, etc.

A. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

B. INSURANCE: COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

C. INDEMNIFICATION: COUNTY 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 COUNTY 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.

D. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between COUNTY SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

Cutler-Orosi Unified	COUNTY SUPERINTENDENT
Date: _____	Date: July ~~1~~, 2025
Sign: _____	By: _____
Print: _____	Dianne Shew, SCICON Director
Title: _____	Tim A. Hire, Tulare County Superintendent of Schools or Designee

Please return via email to gporter@tcoe.org
Or Mail to: SCICON, PO BOX 339, Springville, CA 93265

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE PROPOSITION 28: ARTS AND MUSIC IN SCHOOLS ANNUAL REPORT 2024-2025**
ATTACHMENTS:	**PROPOSITION 28 ONLINE ANNUAL REPORT**
FUNDING SOURCE:	**N/A**

DISCUSSION: California Department of Education requires LEAs to annually report increased services provided by the Arts and Music Schools Funding: Prop 28 to ensure transparency and accountability. Funding is provided to sites to enhance current arts and music education. Attached for Board approval is the Prop: 28 AMS Annual Report for Fiscal Year 2024-2025. The report will be posted on the district website upon approval.

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 Prop: 28 AMS Annual Report for Fiscal Year 2024-2025.**

PROPOSED ACTION: **APPROVE**

Item #: 25

Proposition 28: Arts and Music in Schools Funding Annual Report
Fiscal Year 2024-25

Name: Cutler-Orosi Joint Unified
CDS Code: 5471860-0000000
Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

Elementary: maintained certificated VAPA teachers at all sites
Middle School: maintained STEAM classified support & Dance PE tech
High School: hired Art teacher and instructional aide for art class & Dance PE tech
Alt Ed: contracted for guitar lessons
District: absorbed expense above site allocation and partially funded District VAPA instructional coach
All sites/district: funded professional learning/materials/supplies

424/2500

2. Number of full-time equivalent teachers (certificated).	4.5
3. Number of full-time equivalent personnel (classified).	3
4. Number of full-time equivalent teaching aides.	0
5. Number of students served.	2803
6. Number of school sites providing arts education.	6
Date of Approval by Governing Board/Body	08/14/2025

Annual Report Data URL

The Annual Report Data URL field is required (1-255 characters).

Completed By	Shevonne Swanson
Title	Asst Supt of Ed Services
Email	shswanson@cojusd.org
Telephone	5593038486

Format: 999-999-9999 or 999-999-9999 x1234

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**RATIFY RENEWAL OF RENAISSANCE DNA SOFTWARE LICENSES**
ATTACHMENTS:	**RENAISSANCE QUOTE**
FUNDING SOURCE:	**LOTTERY**

DISCUSSION: Attached for Board ratification is a quote for Renaissance DnA Software Licenses and Inspect Premium to support the district's commitment to data-driven instruction and collaborative teacher practices. This quote provides access to a robust assessment platform which generates, stores, and provides analysis tools for common student achievement data. The total cost of this service is $32,893.50.

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 ratify the Renaissance DnA license renewal.**

PROPOSED ACTION: **RATIFY**

Item #: 26

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-150773 v5

Cutler-Orosi Joint Unified School Dist - 277512

Primary Contact
Shevonne Swanson
Email - shswanson@cojusd.org
12623 Avenue 416
Orosi, CA 93647-2017

Billing Contact
Shevonne Swanson
Email - shswanson@cojusd.org
12623 Avenue 416
Orosi, CA 93647-2017

Quote Summary School Count: 1	
Renaissance Products & Services Total	$32,893.50
Estimated Sales Tax	$0.00
Shipping Cost	$0.00
Grand Total	**USD $32,893.50**

This quote includes: DnA, Inspect Premium and Services.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at https://docs.renaissance.com/R62068 are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Cutler-Orosi Joint Unified School Dist
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 24-Jun-2025	Date:

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Matt McGary at (559) 397-0875. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance

Renaissance
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PO Box 8036, Wisconsin Rapids, WI 54495
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Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-150773 v5

approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance
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PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-150773 v5

Quote Details
Cutler-Orosi Joint Unified School Dist

Products & Services	Quantity	Unit Price	Total
DnA			
Quote Year 1 01-Jul-2025 – 30-Jun-2026			
DnA, Software License	3850	$5.36	$20,636.00
		Quote Year 1 Subtotal	**$20,636.00**
Content			
Quote Year 1 01-Jul-2025 – 30-Jun-2026			
Inspect Premium	3850	$2.95	$11,357.50
		Quote Year 1 Subtotal	**$11,357.50**
Remote Training Services			
Quote Year 1 01-Jul-2025 – 30-Jun-2026			
60-minute Remote Session	2	$450.00	$900.00
		Quote Year 1 Subtotal	**$900.00**
		Cutler-Orosi Joint Unified School Dist Total	**$32,893.50**

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: CONSENT

AGENDA ITEM: APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE)

ATTACHMENTS: CABE MOU

FUNDING SOURCE: CALIFORNIA ACADEMIC PARTNERSHIP PROGRAM (CAPP)

DISCUSSION: Attached for Board approval is a Memorandum of Understanding with California Association for Bilingual Education (CABE) to support the District's Dual Language program. This $45,000 contract provides 9 days of professional learning and coaching facilitated by a CABE consultant. The services are designed to strengthen planning, instruction, and program sustainability aligned with the Guiding Principles for Dual Language Education. This partnership will directly support teachers and site leaders through professional learning, coaching, and strategic planning to ensure the continued success and growth of the Dual Language program.

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 MOU with CABE.**

PROPOSED ACTION: **APPROVE**

Item #: 27

MEMORANDUM of UNDERSTANDING (MOU)

Between **Cutler Orosi Joint Unified School District (COJUSD)**
and **California Association for Bilingual Education (CABE)**
for 2025-2026
Contract # CO2526013

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and Cutler Orosi Joint Unified School District (COJUSD) and serves to outline the details and responsibilities of CABE and COJUSD, respectively, in regard to CABE providing an expert consultant to present **Nine (9) days,** not to exceed 6 hours each day, of customized professional learning (hereafter: PL) in support of the **dual language program** for a **total cost of $45,000,** which are also outlined in the approved proposal, Appendix A.

Responsibilities of COJUSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
    - Once COJUSD and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
    - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, COJUSD will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PL, if using a district sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
    - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).

- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $175 each and added to the total cost of the MOU; and
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the daily rate.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $225 each and added to the total cost of the MOU.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the daily rate plus an additional $1,000 late notice fee.

Responsibilities of CABE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CABE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CABE's control, CABE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CABE will provide the Zoom Virtual Platform and all necessary links and set up unless COJUSD selects to use and set up a different platform. District is responsible for providing technical support to CABE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CABE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CABE.

Budgeting

At contract signing, a non-refundable deposit of 25% of the total costs will be due. This deposit will cover the initial costs incurred by CABE and the consultant to begin preparing the PL. Should the need arise to reschedule or cancel the PL, the deposit will be applied toward the rescheduled date or any future PL provided by CABE. CABE PLS will invoice COJUSD for the remaining amounts due after each day of PL is presented. COJUSD will be invoiced for all scheduled services through June 30th by May 1st of the contract year. When PL is provided through a virtual platform, delivery of the services will be billed as follows:

- PL lasting 1-3 hours of online delivery in a single session will be billed for half the daily rate

- PL lasting more than 3 hours and up to 6 hours in a single session will be billed the full daily rate

Intellectual Property

CABE retains all intellectual property rights to the content of the PL presentations.
CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, COJUSD agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.
- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.
- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.
- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.

Insurance

CABE shall provide to COJUSD a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than $3,000,000 aggregate and $1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE PLS consultants upon request.

Indemnification

A. Insofar as permitted by law, COJUSD shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of COJUSD, its officers, agents or employees.
B. Insofar as permitted by law, CABE shall assume the defense and hold harmless COJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents or employees.
C. It is the intent of COJUSD and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.

D. COJUSD and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. COJUSD and CABE further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person professional learning is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the PL through a virtual platform, with modifications as needed, or the parties will reschedule the PL to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To COJUSD: Cutler Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93647

To CABE: California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

Integration

This MOU represents the entire and integrated agreement between COJUSD and CABE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by a written instrument signed by the duly authorized representatives of COJUSD and CABE.

Representation of Authority

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, COJUSD and CABE have executed this MOU as of the date first above written.

Authorized Representative
Cutler Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93647
(559) 528-4763
Date:

Dr. Edgar Lampkin, CABE CEO
California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789
(626) 814-4441
Date:

Proposal from CABE professional learning Services to Cutler Orosi Joint Unified School District for Support of the Dual Language Program

To: Veronica Raigoza, Administrator of Dual Immersion & Multilingual Supports, Cutler Orosi Joint Unified School District

From: Rubí Flores, Director of Professional Learning, CABE Professional Learning Services (PLS)

CC: Dr. Edgar Lampkin, CEO, California Association for Bilingual Education (CABE)

Date: 06.6.2025

Re: CABE Professional Learning Services (PLS) Proposal for consulting and professional learning in support of Dual Language programs

Introduction

CABE is the pioneering professional association with over 40 years of experience with educational programs for language learners and has developed tools and techniques for planning, implementing, and enhancing language programs, including English language Development and Dual language (EL/DL) programs. We bring this deep knowledge of and expertise with ELD and DL to our collaboration with districts in support of their planning, implementation, and enhancement of their programs.

The following professional development is proposed as a way to support the vision of the district under the knowledgeable leadership of theAdministrator of Dual Immersion & Multilingual Support to guide the district in support of a strong, successful, and sustainable ELD and DL programs in Cutler Orosi Joint Unified School District .

Proposed Collaboration for July 1, 2025 through June 30, 2026

The process of enhancing a DL program takes careful analysis and strategic planning for implementation. This proposal spans the 2025-2026 academic year and provides consulting and professional learning support for enhancing the COJUSD DL programs. CABE PLS will work with district representatives to identify and cluster the critical topics to explore, conversations that will need to be conducted, and decisions that need to be made in analyzing and planning for and the implementation of the enhanced DL programs. The recommended consulting and professional learning is listed below and is offered for your consideration. This proposal can be customized to your budget, specific goals, and level of support needed.

Proposal from CABE professional learning Services to Cutler Orosi Joint Unified School District for Support of the Dual Language Program

Proposed support for the 2025-2026 academic year

Goal 1. Provide Individualized Consulting and Coaching for DL Teachers and Staff	By Whom	# of Days
Based on findings from consultation with DL site administrators, teachers, and staff, along with data from the DLI program, provide customized consulting and coaching for DL teachers and staff • May include additional professional learning trainings • May include coaching sessions based on the teacher reflection journal on topics such as o Planning for cross-linguistic transfer o Planning for ELD instruction o Planning for formative assessment o Backwards biliteracy unit planning o Planning for inclusion of sociocultural competence strategies, etc. • May include lesson observations, coaching, debriefing, or planning with teachers/administrators • Plan for the site or teacher support will be reviewed by district and site administrators before being implemented All work will be based upon the *Guiding Principles for Dual Language Education, 3rd edition*	District staff and CABE PDS consultant	9 day

Summary of Professional learning Services	Cost:
Proposed for 2025-2026:	
Goal 1: Provide Individualized Consulting and Coaching for DL Teachers and Staff	**$45,000**
Total Proposed Cost for 2025-2026:	**$45,000**

Responsibilities of COJUSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
  - Once COJUSD and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
  - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, COJUSD will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE ;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;

- To provide technical support during delivery of virtual PL, if using a District sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
    - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).
- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $175 each and added to the total cost of the MOU; and
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the $4,7500 daily rate.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $225 each and added to the total cost of the MOU.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the rate of $5,750.

Responsibilities of CABE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CABE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CABE's control, CABE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).

- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CABE will provide the Zoom Virtual Platform and all necessary links and set up unless COJUSD selects to use and set up a different platform. District is responsible for providing technical support to CABE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CABE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CABE.

Budgeting

At contract signing, a non-refundable deposit of 25% of the total costs will be due. This deposit will cover the initial costs incurred by CABE and the consultant to begin preparing the PL. Should the need arise to reschedule or cancel the PL, the deposit will be applied toward the rescheduled date or any future PL provided by CABE. CABE PLS will invoice COJUSD for the remaining amounts due after each day of PL is presented. COJUSD will be invoiced for all scheduled services through June 30th by May 1st of the contract year. When PL is provided through a virtual platform, delivery of the services will be billed as follows:

- PL lasting 1-3 hours of online delivery in a single session will be billed for half the daily rate
- PL lasting more than 3 hours and up to 6 hours in a single session will be billed the full daily rate

Intellectual Property

CABE retains all intellectual property rights to the content of the PL presentations.
CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, COJUSD agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.
- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.
- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.

- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: CONSENT

AGENDA ITEM: RATIFY ACELLUS SCHOOL LICENSE FOR ALTERNATIVE EDUCATION SITES

ATTACHMENTS: ACELLUS QUOTE

FUNDING SOURCE: EQUITY MULTIPLIER

DISCUSSION: Attached for Board ratification is a quote for Acellus, an accelerated online learning system currently used by COJUSD secondary students for credit recovery. The total cost is $39, 900.

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.**
- [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 ratify the Acellus school license quote.**

PROPOSED ACTION: **RATIFY**

Item #: 28

Acellus Gold Spark Program

Order Confirmation

Please send payment to:
Acellus Educational Services LLC
Attn: Accounts Receivable
11025 N. Ambassador Drive, Kansas City, MO 64153 USA
Phone: 816-229-3800

Proposal Number: 1034270
Approved By: Shevonne Swanson, Asst Supt Ed Services
Approval Date: 07/09/2025
Notice Email(s): shswanson@cojusd.org,

Acellus Coordinator: Dr. Marti Asay | Phone: 816-883-3814 | marti_asay@science.edu

Contact Information	
Cutler-Orosi Joint Unified School District Cutler-Orosi Alternative Programs 12623 Avenue 416 Orosi, CA	**Contact**: Ms. Shevonne Swanson, Director of Curriculum **Phone**: 559-528-4763 x1041 **Email**: shswanson@cojusd.org

☐ Click here to indicate that you have read and agree to the Standard Purchase and License Terms

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
100	Annual Student License • 100+ Students • Valid for the 2025/26 School Year • Additional students added to Acellus will be billed at the rate of $399/student	$ 399.00	$ 39,900.00
		Balance to be Paid:	**$ 39,900.00**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE OVERNIGHT AMERICAN ASSOCIATION OF SCHOOL LIBRARIANS (AASL) NATIONAL CONFERENCE FOR DISTRICT READING SPECIALIST**
ATTACHMENTS:	**CONFERENCE ITINERARY, HOTEL CONFIRMATION, REGISTRATION, AND AIRFARE**
FUNDING SOURCE:	**INNOVATIVE APPROACHES TO LITERACY (IAL)**

DISCUSSION: The American Association of School Librarians (AASL) National Conference will be held October 14-19, 2025 in St. Louis, Missouri. This conference, which is held every other year, is one of the only national librarian conferences. This is a great opportunity for professional learning with over 120 sessions, 4 general sessions, and a research symposium. This national conference aligns with the goals of the Innovative Approaches to Literacy (IAL) Grant and will provide the most up to date information in the areas of school libraries, library media, and community outreach. This conference will be fully funded by the IAL grant and comes at the perfect time, as the October 21st PL for district library aides will be able to include new learnings from this conference. The total estimated cost is $2,500.

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.**
- [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 overnight AASL Conference.**
PROPOSED ACTION:	**ACCEPT**

Item #: 29

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Travel and Conference Form

PART A – PRE APPROVAL – MUST BE COMPLETED PRIOR TO SCHEDULING TRAVEL/CONFERENCE

Name: Erin Wandler Date: 07/09/25

Position: Reading Spec/Grant Coord. Site: DO

Conference: AASL Conference (American Association of School Librarians)

Conference Location: St. Louis, MO

Dates of Travel/Conference: 10/14 (From) 10/19 (To) 6 (Days)

Applicant Signature Date: 07/09/25

Supervisor Signature Date: 7-17-25

Program Signature Date: 7-17-25

ESTIMATED EXPENSES

Registration Fee:	$ 329
Hotel:	$ 1,604.15
Meals:	$
Transportation Flight	$ 578.36

If other than personal car, receipts must be attached.

Mileage - (personal car) ____ (Number of miles) X $.70 (Current Rate) = $

Other: $

Total Estimated Expenses: $

Funding Source: _____ Must match budget codes listed below.

Fund	Resource	Year	Goal	Function	Object	Site	Local	LCAP	Manager	%
010	58128	0	11100	10000	52000	006	0000	0000	200	100

PART B – STATEMENT OF TRAVEL AND EXPENSE FOR REIMBURSEMENT

Form must be completed and submitted to the Business Office within 30 days after travel/conference.

Original, Itemized Receipts Required

Dates →	Day 1:	Day 2:	Day 3:	Day 4:	Day 5:	Totals
Breakfast *(Max $30/meal AND $74/day + tax and tip)*						$
Lunch *(Max $30/meal AND $74/day + tax and tip)*						$
Dinner *(Max $30/meal AND $74/day + tax and tip)*						$
Hotel						$
Car Rental						$
Car Parking						$
Transportation – personal car *(@ $.70/mile)*						$
Transportation – other Flight						$ 578.36
Registration						$
Other *(Receipt required with itemized information)*						$

Total Expenses to be Reimbursed to Employee $

By signing below, I hereby certify that each expenditure submitted for reimbursement constitutes actual and necessary expense paid by me. I further certify that there are no alcoholic beverages or snacks included and that all expenditures are in accordance with District Policy and Administrative Regulations.

Applicant Signature: _____ Date: _____ Supervisor Signature: _____ Date: _____

Program Signature: _____ Date: _____ Business Signature: _____ Date: _____

AASL SAINT LOUIS OCTOBER 16-18 2025

Schedule At A Glance

This schedule offers an overview of the tentative conference schedule to assist attendees in planning their travel and schedules.

Wednesday, October 15

7:30 am - 5:00 pm	Registration Open	America's Center- St. Louis Convention Center (AC)
8:00 am - 12:00 pm	School Tours*	Offsite
1:00 pm - 4:30 pm	School Tours*	Offsite
6:00 pm	Dinner with a Local Librarian**	Offsite

* School Tours are ticketed events for which an additional fee is required.

** Dinner with a Local Librarian is open to all, but sign-up is required. Sign-up sheets will be available at the Convention Center by noon. Each attendee covers their own meal.

Thursday, October 16

7:30 am - 7:30 pm	Registration Open	America's Center- St. Louis Convention Center
8:00 am - 12:00 pm	Research Symposium*	TBD (Hotel)
8:30 am - 12:00 pm	Cultural Tours*	Offisite
9:00 am - 3:00 pm	Bookstore Open	America's Center- St. Louis Convention Center
10:15 am - 11:05 am	Partner Presentations	America's Center- St. Louis Convention Center
11:15 am - 12:05 pm	Partner Presentations	America's Center- St. Louis Convention Center
12:30 pm- 1:30 pm	Welcome Home: AASL Welcoming Session	America's Center- St. Louis Convention Center
1:00 pm - 3:00 pm	IdeaLab Poster Presentations Graduate Program Open House	America's Center- St. Louis Convention Center
3:30 pm- 5:00 pm	Opening General Session & Keynote	America's Center- St. Louis Convention Center
5:00 pm- 7:00 pm	Exhibits Opening Reception	America's Center- St. Louis Convention Center
5:00 pm - 7:00 pm	Bookstore Open	America's Center- St. Louis Convention Center
8:00 pm - 10:00 pm	ISS Networking Reception*	TBD

Ticketed events for which an additional fee is required.

Friday, October 17

7:30 am - 4:30 pm	Registration Open	America's Center- St. Louis Convention Center
8:00 am - 9:00 am	General Session	America's Center- St. Louis Convention Center

Friday, October 17

9:00 am - 4:30 pm	Bookstore Open	America's Center- St. Louis Convention Center
9:00 am - 10:00 am	Exclusive Exhibit Time (complimentary coffee)	America's Center- St. Louis Convention Center
10:00 am - 10:50 am	Concurrent Sessions	America's Center- St. Louis Convention Center
11:00 am - 11:50 am	Concurrent Sessions	America's Center- St. Louis Convention Center
11:50 am - 1:00 pm	Exclusive Exhibit Time (lunch vouchers)	America's Center- St. Louis Convention Center
1:00 pm - 1:50 pm	Concurrent Sessions	America's Center- St. Louis Convention Center
1:50 pm - 3:20 pm	Exclusive Exhibit Time	America's Center- St. Louis Convention Center
3:20 pm - 4:10 pm	Concurrent Sessions	America's Center- St. Louis Convention Center
4:20 pm - 5:30 pm	Concurrent Sessions	America's Center- St. Louis Convention Center

Saturday, October 18

7:30 am - 3:00 pm	Registration Open	America's Center- St. Louis Convention Center
8:00 am - 9:00 am	General Session	America's Center- St. Louis Convention Center
9:00 am - 1:30 pm	Bookstore Open	America's Center- St. Louis Convention Center
9:00 am - 10:00 am	Exclusive Exhibit Time (complimentary coffee)	America's Center- St. Louis Convention Center
10:00 am- 10:50 am	Concurrent Sessions	America's Center- St. Louis Convention Center
11:00 am- 11:50 am	Concurrent Sessions	America's Center- St. Louis Convention Center
11:50 am - 1:20 pm	Exclusive Exhibit Time (lunch vouchers)	America's Center- St. Louis Convention Center
1:30 pm - 2:20 pm	Concurrent Sessions	America's Center- St. Louis Convention Center
2:30 pm - 3:20 pm	Concurrent Sessions	America's Center- St. Louis Convention Center
3:30 pm - 4:20 pm	Concurrent Sessions	America's Center- St. Louis Convention Center
4:30 pm - 6:00 pm	Closing General Session	America's Center- St. Louis Convention Center
6:30 pm	Meet Me In St. Louis- Conference Celebration	

Monica Perez-Sandoval <moperez@cojusd.org>

AASL National Conference - Confirmation / Receipt

1 message

AASL National Conference <donotreply@compusystems.com> Wed, Jul 16, 2025 at 1:53 PM
Reply-To: aasl@ala.org
To: erwandler@cojusd.org
Cc: moperez@cojusd.org



REGISTRATION CONFIRMATION

IF YOU WILL BE PICKING YOUR BADGE UP ON-SITE PLEASE PRINT THIS PAGE AND BRING IT WITH YOU TO "REGISTERED IN ADVANCE" COUNTERS

July 16, 2025

Erin Wandler
District Reading Specialist
Cutler Orosi Joint Unified
12623 Avenue 416
Orosi, CA 93647

Dear Erin,

Thank you for registering for the AASL National Conference! The conference will be held October 16 - 18, 2025 at the St. Louis Convention Center: America's Center in St. Louis, Missouri. We are excited to bring you quality opportunities for education and networking, as well as more than 100 exhibitors showcasing products related to school librarianship.

Registration ID: 1156452

Please take a moment to review your registration information below.

REGISTRATION INFORMATION

Registration Confirmation #:	1156452
Name:	Erin Wandler
Title:	District Reading Specialist
Company/School:	Cutler Orosi Joint Unified
Address:	12623 Avenue 416
City:	Orosi
State:	CA
Zip:	93647
Country:	
Business Phone:	2870695
E-mail:	erwandler@cojusd.org
Show Name:	AASL National Conference
Order Date:	16-jul-2025 15:48:12

REGISTRATION SUMMARY INFORMATION

QTY	DESCRIPTION	PRICE	TOTAL
1	STUDENT AASL MEMBER [Erin Wandler]	$279.00	$279.00
	Discount STUDENT AASL MEMBER	$-40.00	$239.00
1	Unleashing Learner Potential: High School Library Tour	$45.00	$284.00

1	Empowering Exploration & Creativity: Middle School Library Tour	$45.00	$329.00

Total Amount:	$329.00
Total Discounted:	$40.00
Total Paid:	$329.00
Balance Due:	$0.00
Payment Type:	V

REGISTRATION ONLINE ACCESS

CLICK HERE to access your online dashboard.

If you have not added your administrator yet, you can return to your registration dashboard and add them by clicking the 'Add Your Administrator' button at the bottom of the page.

REGISTRATION HOURS

Wednesday, October 15: 7:30 AM - 5:00 PM
Thursday, October 16: 7:30 AM - 7:30 PM
Friday, October 17: 7:00 AM - 4:30 PM
Saturday, October 18: 7:30 AM - 3:00 PM

HOTEL RESERVATIONS

To make your hotel reservation, please click here. Make your reservation early to ensure you stay at one of our many conference hotels. All room reservations must be made by September 14, 2025. Reservations made after this date will be based on availability and may not be at the negotiated room rate. For housing questions, please contact onPeak at aasl@onpeak.com

Erin Wandler <erwandler@cojusd.org>

Your Oct-14-2025 Confirmation #90869614
2 messages

Embassy Suites by Hilton Confirmed <noreply@h6.hilton.com>
To: erwandler@cojusd.org

Fri, Apr 25, 2025 at 11:59 AM

Hilton

Hi Jim
48,795 Points / Gold

See you soon, JIM WANDLER

Your reservation for Oct-14-2025 has been confirmed.
Confirmation #90869614



Embassy Suites by Hilton St. Louis Downtown

610 North 7th Street
Saint Louis MO 63101 US
Maps & Directions>>

+13142695900

14 TUE OCT	5 Nights	19 SUN OCT
Check in: 4:00 PM		Check Out: 12:00 PM

Add to Calendar

Your Room Information

Guest Name:	JIM WANDLER
Guests:	1 Adult
Rooms:	1
Room Plan:	1 KING BED CORNER NONSMOKE

JIM WANDLER
Upgrade your room for only **$25** more a night.

UPGRADE ▶

Your Rate Information	HONORS DISCOUNT
Rate per night	
14-Oct-2025 - 15-Oct-2025	163.56 USD
15-Oct-2025 - 16-Oct-2025	237.16 USD
16-Oct-2025 - 17-Oct-2025	283.02 USD
17-Oct-2025 - 18-Oct-2025	415.52 USD
18-Oct-2025 - 19-Oct-2025	249.56 USD
Total for Stay per Room Rate	**1,348.82 USD**
Taxes	255.33 USD
Total price for Stay	**1,604.15 USD**

Gmail

Erin Wandler <erin9937@gmail.com>

You're going to St. Louis on 10/14 (CIT47V)!

Southwest Airlines <southwestairlines@ifly.southwest.com>
Reply-To: no-reply@ifly.southwest.com
To: erin9937@gmail.com

Thu, Jul 17, 2025 at 9:01 AM

Here's your itinerary & receipt. See ya soon!
View in web browser | View our mobile site

Southwest

Manage Flight | Flight Status | My Account

⚠ Travel notice

Do you have a REAL ID? Starting May 7, all Passengers 18+ need a state-issued REAL ID-compliant license or identification card to fly domestically. Learn more at www.dhs.gov/real-id.

Passengers who do not yet have their REAL ID or another TSA acceptable form of ID can expect delays, additional screening, and the possibility of not being allowed into the security checkpoint.

Hi Erin Nicole,

We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

OCTOBER 14 - OCTOBER 19

FAT → STL

Fresno, CA to St. Louis

Confirmation # **CIT47V**

Confirmation date: 07/17/2025

PASSENGER	**Erin Nicole Wandler**
RAPID REWARDS #	22693470984
TICKET #	5262368081303
EST. POINTS EARNED	2,950

Rapid Rewards® points are only estimations.

Your itinerary

Flight 1: Tuesday, 10/14/2025 Est. Travel Time: **5h 40m** Wanna Get Away Plus®

FLIGHT #	DEPARTS		ARRIVES
1441	FAT 10:15AM	→	LAS 11:45AM

Fresno, CA — Las Vegas

Stop: Change planes

	DEPARTS		ARRIVES
FLIGHT # 3438	LAS 12:45PM Las Vegas		STL 05:55PM St. Louis

Flight 2: Sunday, 10/19/2025 Est. Travel Time: 5h 30m Wanna Get Away Plus®

	DEPARTS		ARRIVES
FLIGHT # 3753	STL 02:05PM St. Louis		LAS 03:40PM Las Vegas

Stop: Change planes

	DEPARTS		ARRIVES
FLIGHT # 3980	LAS 04:20PM Las Vegas		FAT 05:35PM Fresno, CA

Payment information

Total cost

Air - CIT47V

Base Fare	$	491.50
U.S. Transportation Tax	$	36.86
U.S. 9/11 Security Fee	$	11.20
U.S. Flight Segment Tax	$	20.80
U.S. Passenger Facility Chg	$	18.00
Total	**$**	**578.36**

Payment

July 17, 2025
Payment Amount **$578.36**
Visa ending in 4169

Fare rules: If you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number : 5262368081303

What to expect on your trip, and a few reminders.

Wanna Get Away Plus® fare: Non-refundable, Transferable Flight Credit™ (expires 12 months from original ticketed date), free same-day flight changes and standby, and 6X Rapid Rewards® points. Learn more.

Make sure you know when to arrive at your airport. Times vary by city.

If your plans change, you must cancel your reservation at least 10 minutes prior to the flight's original scheduled departure time. If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, your reservation will be canceled, and your funds and points may be forfeited. Learn more.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**RATIFY EDUCATIONAL RESOURCE SERVICES – LIBRARY MEDIA AGREEMENT: 2025-2026**
ATTACHMENTS:	**EDUCATIONAL RESOURCE SERVICES – LIBRARY MEDIA AGREEMENT FOR 2025-2026**
FUNDING SOURCE:	**STATE LOTTERY**

DISCUSSION: Attached for ratification is the Educational Resource Services Library Media contract which provides unlimited resources to contracting schools. Resources include over 450 bilingual (Spanish/English) books to support English Learners and Dual Immersion classrooms, access to the ERS Portal, and access to Discovery Education's streaming videos. Teachers utilize resources to create engaging 21st century learning opportunities for all students. The total cost is $44,581.15.

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.**
- [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 that the Board ratify the Educational Resource Services- Library Agreement for 2025-2026.**

PROPOSED ACTION: **RATIFY**

Item #: 30

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

April 1, 2025

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

Ms. Yolanda Valdez,

Attached is your Agency Agreement for 2025-2026 from ERS Library Media Services.

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.)

See "Exhibit A, Section 3. DISTRICT agrees to:"

2.RESPONSIBILITIES OF SUPERINTENDENT:

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

See "Exhibit A, Section 3. SUPERINTENDENT agrees to:"

FEE SCHEDULE

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

SUPERINTENDENT will estimate the agreement using the Average Daily Attendance (ADA) from the 2023-2024 LCFF Summary Data Second Principal Apportionment (P-2). DISTRICT will be invoiced quarterly based on the 24-25 ADA Second Principal Apportionment (P-2) X $11.75. Upon CDE certification of the 25-26 Second Principal ADA, the adjustment to the ADA will be accounted for in the final quarterly invoice. The minimum agreement for a single school site with an ADA ≤ 86 is $1,010.50.

2025-26 Estimate:
$11.75 x 3794.14 ADA = $44,581.15
or $1,010.50 if ADA ≤ 86

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) 2025-26 LMS Agreement_Exhibit A_Cutler-Orosi JUSD.pdf 116.3KB

Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 260004

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 .**
7/1/2025	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 $ 44,581.15

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, Superintendent
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

Tim A. Hire

Date 3/14/2025

DISTRICT

Signature Sign

Date

TCOE Program Information

Contact Person: Sara Torabi

Telephone: (559) 651-3031

Department/Program: ERS Library

Please return an original copy to:

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

Exhibit A for

2025-26 ERS LIBRARY MEDIA SERVICES

AGENCY AGREEMENT BETWEEN

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

AND

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

1. **TERM.** This agreement shall be effective **July 1, 2025 – June 30, 2026.**

2. This agreement covers the following sites: **Community Day School (6-12), Cutler Elementary School (K-5), El Monte Middle School (6-8), Esperanza High School (9-12), Golden Valley Elementary School (K-5), Lovell Continuation School (9-12), Orosi High School (9-12), Palm Elementary School (K-5).**

3. **SERVICES.**

DISTRICT agrees to:

1. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT staff list within a month of the start of the school year for ERS Portal username and password assignments. The initial email will be sent by Sara Torabi; return all changes and updates to sara.torabi@tcoe.org. If you have additional questions about submission or format, please call 559-651-3031.
2. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen and pay for repair costs for items damaged while in its possession.
3. Understand and acknowledge that copying any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes, but is not limited to, videotaping, audiotaping, and photocopying.
4. Contact Valarie Seita, Library Media Coordinator, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or valarie.seita@tcoe.org.

SUPERINTENDENT agrees to:

1. Provide online access to the Educational Resource Services Multimedia Portal. Digital resources, with correlations to the California Standards, including research and reference sources for students, digital books (many with audio and/or visual enhancement), and differentiation tools.
    a. SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve circulating collection materials. Each school will be provided a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Portal via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
    b. Annual on-site ERS Portal Presentations, digital citizenship, and information literacy training are available for DISTRICT staff upon request.

2. Provide circulating access to educational resource materials, including print media, STEM kits, robotics, primary document reproductions, art prints, and realia.
    a. Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
    b. Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.
    c. In-person access to media at the ERS Library and Multimedia Center is available Monday – Friday, 8:00 am – 5:00 pm, closely following a traditional school calendar and holidays for closure. For hours of operation, see the ERS Library Calendar posted on the library website (https://tcoe.org/ERS/library).

d. According to the delivery schedule, SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.
e. DISTRICT staff will reserve materials online, by phone, or in person prior to the scheduled delivery day. SUPERINTENDENT reserves the right to alter materials reservations, so they align with the site's assigned delivery day.
f. DISTRICT staff will renew their checkouts or return circulating items to a centralized location at their site and submit a pickup request by the due date.

3. Provide the services of the ERS Library Coordinator, a credentialed teacher librarian, and holder of the Library Media Teacher Services Credential as "Librarian of Record" for any DISTRICT that does not employ a credentialed teacher librarian. Ed Code 44868 allows a DISTRICT to employ non-credentialed personnel to assist in the provision of school library services. However, these individuals do not supersede the Ed Code requirement that a credentialed teacher librarian provide oversight of school library services. This agreement further fulfills the DISTRICT's obligation under Education Code, sections 18100 and 18120. A DISTRICT is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed teacher librarian.

4. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in the provision of library services. These include the use of digital resources, library management software training, and collection development.
    a. DISTRICT will be invited to send library personnel from each contracting site to participate in the ERS Library's bi-monthly Library Media Network meetings dedicated to developing impactful school library programs, exploring new technologies, and discovering how to promote and use the ERS Portal digital resources.

5. Provide technology education and training to support DISTRICT needs.
    a. The ERS Library's Instructional Technology Specialists will maintain a collection of pre-recorded training videos to be accessed via the ERS Portal and available to all DISTRICT staff at no charge.
    b. Work plans are available at an additional fee for customized on-site or virtual technology professional development.
    c. Paid training opportunities for classified and certificated staff will be offered throughout the school year.

6. The ERS Library's Teacher Resource Center (TRC) is open for extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT staff may bring their own supplies and use TRC equipment. Contracting sites pay a reduced fee for TRC materials.
    a. Contracting agencies may request poster printing services from TRC staff solely for educational purposes. It is noted that the poster printing capacity is subject to limitations. Should the requested quantity exceed ten (10) posters, TRC staff will recommend local print shops that can fulfill the order.
    b. TRC-made materials can be delivered to contracting sites on the next scheduled delivery day after completion or by mail (postal shipping fee will apply).

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**RATIFY FRESNO COUNTY SUPERINTENDENT OF SCHOOLS' CYBER HIGH USE LICENSE AND SERVICE AGREEMENT**
ATTACHMENTS:	**CYBER HIGH USE LICENSE AND SERVICE AGREEMENT**
FUNDING SOURCE:	**LOTTERY**

DISCUSSION: Attached for Board ratification is a contract with the Fresno County Office of Education for the use of Cyber High, an online curriculum platform that will support credit recovery at all secondary sites. Cyber High offers standards-aligned courses designed to help students regain credits needed for graduation through flexible and accessible instruction.

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 ratify the Cyber High Use License and Service Agreement.**

PROPOSED ACTION: **RATIFY**

Item #: 31

CYBER HIGH USE LICENSE AND SERVICE AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement: _____

COVER

CLIENT	FCSS/CYBER HIGH
"Client": Cutler-Orosi Joint Unified School District Attn: Yolanda Valdez, Superintendent, or Authorized Designee 12623 Avenue 416, Orosi, CA 93647 Phone: (559) 528-4763 FAX: (559) 528-3132 Email: YValdez@cojusd.org	**"FCSS" or "Cyber High":** Fresno County Superintendent of Schools Attn: Rob Cords, Director, Cyber High Fresno County Superintendent of Schools 1111 Van Ness Avenue, Fresno, CA 93721 Phone: (559) 265-4067 Email: rcords@fcoe.org

CONTRACT TERM (see § 3.1)

"Effective Date": July 1, 2025 **"Termination Date":** June 30, 2028

CYBER HIGH PRODUCTS. FCSS shall provide to Client each **"Cyber High Product"** that is marked below, collectively **"Cyber High Products"** *(mark each applicable)*:

X **District or COE Level Agreement** _ **School Site Level Agreement** _ **Other:** _____

All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:

Orosi High School, Lovell High School

X **"Cyber High Courses"**: Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions).

X **"Grade Report"**: Upon Client User Student passing a five-unit course, FCSS will make Official Grade Report digitally available to the Student's school of record. It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User Student upon course completion.

X **"Client User Support"**: FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours.

X **"Other Products"*(specify)***: Inclusive of attached Exhibit A

CONTRACT AMOUNT. Client shall pay each **"Plan Payment"** that is marked below (collectively **"Contract Amount"***)* to FCSS ***(mark and complete as applicable, and attach exhibit if required)***:	PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following **"Payment Schedule"** ***(mark and complete as applicable)***:
X PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: $13,209.00 X PLAN PAYMENT YEAR 2 – UNLIMITED USE PLAN: $13,209.00 X PLAN PAYMENT YEAR 3 – UNLIMITED USE PLAN: $13,209.00	X SCHEDULE 1/PLAN PAYMENT YEAR 1: Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract. X SCHEDULE 2/PLAN PAYMENT YEAR 2: Entire amount of Plan Payment Year 2 due within 30 days of July 1, 2026 X SCHEDULE 3/PLAN PAYMENT YEAR 3: Entire amount of Plan Payment Year 3 due within 30 days of July 1, 2027

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

By: _____
Yolanda Valdez, Superintendent
or Authorized Designee

FCSS

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1 Scope of Use License and Obligations
Article 2 Payment
Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
Article 4 Indemnity
Article 5 Dispute Resolution
Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively **"Cyber High"**).

1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.

1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.

1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.

1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement.

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

1.2.1 CLIENT USERS. Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually **"Client User"** and collectively **"Client Users")** shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.

1.2.2 USE LICENSE. FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively **"FCSS Product"**) and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.

1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.

1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.

1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.

1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.

1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.

1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.

1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.

1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **"Confidential Materials"**) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

SECTION 1.7 DISPOSITION OF DATA. During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto **("Contract Term")** and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**) provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party **("Indemnitor")** shall indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to***: General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client agrees to adopt Cyber High courses as part of Client's approved course list. Upon Client User Student course completion, FCSS will make an Official Grade Report digitally available to the Student's school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance with Client's school and/or prevailing District policy.

EXHIBIT A

Multi-Year Contract Extension

1. ***General.*** The annual cost of the Cyber High Unlimited Use Plan is determined by a proprietary formula designed to help predict Client User system demand to offset programmatic costs incurred by FCSS. One of the factors used in this formula is a school site and/or district's cumulative high school ADA as reflected by the latest published School Accountability Report Card (SARC).

   The offer made by FCSS to extend a multi-year contract option to Client User with a rate lock using the current pricing formula does not preclude rate adjustments based on changes to school site and/or district ADA. Prior to FCSS issuing each year's invoice within the contractual term, ADA will be monitored for changes and the following year's contractual charge will be adjusted accordingly.

   The rate lock is intended to preclude changes to the formula and/or percentage increases to the base rate to help provide both financial stability for your district as well as programmatic continuity for Students and staff.

2. ***Payment***. Payment to FCSS for Cyber High services is to be made by Client on an annual basis. The entire amount of Plan Payment Year 1 is due within 30 days of the "Effective Date" of this contract. For each new Year of the contract term, Client will be invoiced at least 60 days prior to the "Effective Date" reflecting the cost of that year's agreement with the balance indicated due when and as stipulated on the Cover under Payment Schedule.

3. ***Disclaimer***. As a public agency, should for any reason FCSS no longer be able to provide Cyber High services, FCSS reserves the right to terminate the contract extension with at least one year of written notification to Client.

/ /

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**RATIFY PROFESSIONAL LEARNING AGREEMENT WITH E.L. ACHIEVE**
ATTACHMENTS:	**E.L ACHIEVE AGREEMENT**
FUNDING SOURCE:	**TITLE II**

DISCUSSION: Attached for Board ratification is an agreement with Systematic ELD: EL Achieve. This curriculum is aligned to the California ELD Standards and is designed to meet the requirements for the mandatory Designated ELD instructional block. The updated curriculum ensures English learners receive targeted language instruction that supports both academic achievement and English language proficiency, while aligning with state expectations for designated ELD time. Teachers will receive professional learning on the implementation of the program throughout the year.

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 ratify the Professional Learning Agreement with E.L Achieve**

PROPOSED ACTION: **RATIFY**

Item #: 32

E.L. Achieve
Creating Effective Systems for English Learners

Agreement

Contact	Elizabeth Macias	Email	elizabeth@elachieve.org
Phone	760-290-3461	Fax	(831) 536-1616
Agency	Culter-Orosi Joint Unified School District		
Address	12623 Ave. 416		
City, State, Zip	Orosi	CA	93647
Email	veraigoza@cojusd.org		
Agency Contact	Veronica Raigoza	Phone	(559) 528-4763 ext 1314

Services provided: K-12 Systematic ELD Institute - See attached Service Fees for related costs.

Teacher Day 1: August 18
Teacher Day 2: August 19
Leader Day 1: August 20 (half day only in the morning)
Teacher Day 3: October 23
Leader Day 2: October 24 (half day only in the morning)
Teacher Day 4: November 3
Teacher Day 5: November 4
Leader Day 3: November 5 (half day only in the morning)

- Symposium attendance - Spring 2026
- Leadership Seminar attendance - Summer 2026

Site arrangements: For participants: Tables/ chairs, each table to accommodate 4–6. Table supplies.
For presenter: Projector, screen/display, speakers and table for presenter materials.

Materials/supplies: Use E.L. Achieve Partner District Order Form to purchase:
- K-12 Systematic ELD Handbook - ELD137 (one per participant)
- E.L. Achieve Primary K–2, 3–6, OR Secondary Systematic ELD Support Kit (one per participant)
*** Systematic ELD Instructional Units (all themes required)

Provided by the Partner System:
- Strong and reliable Internet access
- LCD projector and screen, speakers for laptop, and chart stand with paper. Highlighters, Post-it notes, and pens for participants.

Services fee: $32,380.00 Plus actual travel expenses as invoiced, estimated at $7,200.00 +/-

*Cancellations or date changes not made two weeks prior to each scheduled session will incur a $1,000.00 change fee per incident.

Signature below represents agreement to the above stated provisions:

E.L. Achieve Representative	Sponsoring Organization Representative
Elizabeth Macias	
Printed Name	Printed Name
Title: Chief Executive Officer	Title:
EIN: 26-1824848	Date:

REV 2/2018

Service Fees for Building Capacity
(10–24 participants)

E.L. Achieve
Creating Effective Systems for English Learners

	Costs	Estimated travel*	Additional costs not included
Initial Institute			
Teacher Strand - Five-day Institute (10 to 24 participants, one presenter)	$15,000.00	$4,500.00	Institute Handbooks, Support Kits, Instructional Units, Substitutes
Instructional Leader Strand - Three days of support for administrators and instructional leaders (one presenter)	$9,000.00	$2,700.00	
Supporting Implementation			
Two-day Symposium (four participants)	$2,380.00	-	Travel, Substitutes
Five-day Leadership Seminar (two participants)	$6,000.00	-	Travel, Substitutes
Total	$32,380.00	$7,200.00	
		$39,580.00	Total w/ estimated travel included
Costs per additional participant:			
Two-day Symposium	$595.00		Travel, Substitutes
Five-day Leadership Seminar	$3,000.00		Travel, Substitutes

*Estimated travel is $900/day/presenter. Actual costs are invoiced and may vary depending on local rates.

*Districts are invoiced only for services rendered. Please note, registration fees are subject to change.

*A late fee of 1.5% will be added to all invoices for services and/or materials if payment is not received by noted due date.

REV 11/2022

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY 0410 NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

ATTACHMENTS: **BOARD POLICY 0410 NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

FUNDING SOURCE: **N/A**

DISCUSSION: Policy updated to reflect vacated Title IX regulations and new law SB 1137.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Board Policy 0410 Nondiscrimination in District Programs and Activities.**

PROPOSED ACTION: **APPROVE**

Item #: 33

Policy 0410: Nondiscrimination In District Programs And Activities **Status:** DRAFT

Original Adopted Date: 06/21/2012 | **Last Revised Date:** 03/13/2025

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district. (Education Code 234.1)

District programs, activities, and practices shall be free from unlawful discrimination against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on any of the categories identified above.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students,

and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees.

Pursuant to 34 CFR 104.8 and 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed in accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. Additionally, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of district services, programs, or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director of Student Services
12623 Ave 416
(559) 528-6949
Sutumacder@cojusd.org

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY, ADMINISTRATIVE REGULATION 1312.3 – UNIFORM COMPLAINT PROCEDURES**

ATTACHMENTS: **UPDATED BOARD POLICY, ADMINISTRATIVE REGULATION 1312.3 – UNIFORM COMPLAINT PROCEDURES**

FUNDING SOURCE: **N/A**

DISCUSSION: Policy, Regulation, and Exhibits updated to reflect vacated Title IX regulations and new law SB 1137.

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 updated Board Policy, Administrative Regulation 1312.3**

PROPOSED ACTION: **APPROVE**

Item #: 34

Policy 1312.3: Uniform Complaint Procedures **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Revised Date:** 03/13/2025

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500, 52616.18)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

    However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)
11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 12030, 52059.5, 64000; 20 USC 6301 et seq.)
13. Instructional Materials and Curriculum: Diversity (Education Code 243)

    A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

14. Local control and accountability plan (Education Code 52075)
15. Migrant education (Education Code 54440-54445)
16. Physical education instructional minutes (Education Code 51210, 51222, 51223)
17. Student fees (Education Code 49010-49013)
18. Reasonable accommodations to a lactating student (Education Code 222)
19. Regional occupational centers and programs (Education Code 52300-52334.7)
20. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
22. State preschool programs (Education Code 8200-8488, 33315)
23. State preschool health and safety issues in license-exempt programs (Education Code 8212
24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3
25. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
26. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination, the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity, was subjected to sexual harassment, as defined in 34 CFR 106.30

   Such a complaint shall be addressed through the federal Title IX complaint procedures as specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15580-15584)

7. Any complaint alleging discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (Education Code 35186)

Regulation 1312.3: Uniform Complaint Procedures **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Revised Date:** 03/13/2025

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment, who is responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying, and in Administrative Regulation 5145.7 - Sexual Harassment, who is responsible for handling complaints regarding sexual harassment.

Director of Student Services
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The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include, but need not be limited to, all of the following:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying

that position if known, and a statement that such person(s) will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred

4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, children of military families, former juvenile court school students now enrolled in the district, students who are migratory, and newcomer students as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 and 34 CFR 106.8 shall be posted on district and school websites, published in handbooks or catalogs, and may be provided through district-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5

CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization (5 CCR 4600)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance (Education Code 49013, 52075)

   A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. (Education Code 49013)

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred (5 CCR 4630)

   For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying (5 CCR 4630)

5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination (5 CCR 4630)

   The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action

   When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the complaint within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

The compliance officer shall begin an investigation into the complaint within 10 business days of receiving the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district

has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE (Education Code 262.3)

2. The 60-day moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education's Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school practices or procedures; or school climate surveys.

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law
3. The material findings of fact in the district's investigation report are not supported by substantial evidence
4. The legal conclusion in the district's investigation report is inconsistent with the law
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from CDE's website. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY/ADMINISTRATIVE REGULATION 1340, ACCESS TO DISTRICT RECORDS**

ATTACHMENTS: **BP/AR 1340**

FUNDING SOURCE: **N/A**

DISCUSSION:

Policy updated to delete material related to the copying of public records, as it is more appropriately placed in, and therefore moved to, the accompanying Administrative Regulation. Regulation updated to add that the regulation is a non-exhaustive list of records that may be defined as either public or confidential. Additionally, regulation updated to clarify that (1) the public may have access to public records unless otherwise exempt from disclosure, and (2) it is after initial proposals of exclusive employee representatives and of the district are presented at a district Governing Board meeting that they are a public record. In addition, regulation updated to include that executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor, is a public record. Regulation also updated to require that confidential home addresses, telephone numbers, or birth dates of employees may only be disclosed in the limited circumstances listed in the regulation, and to reflect NEW LAW (AB 1785, 2024) which prohibits districts from publicly posting online the home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official without first obtaining the written permission of that individual. Additionally, regulation updated to clarify that unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status shall not be disclosed. In addition, regulation updated to reflect NEW LAW (SB 1034, 2024) which adds, as an unusual circumstance which would permit the district to extend its response to a California Public Records Act request, to include the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the district's ability to timely respond to staffing shortages or closure of facilities where the requested records are located. Regulation also updated to clarify that if a portion of a requested record is exempt from disclosure, only the non-exempt portion of the record is available for inspection and that the record's exempt material is required to be redacted prior to disclosure. Additionally, regulation reorganized for clarity and to keep related content together.

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 updated BP/AR 1340.**

PROPOSED ACTION: **APPROVE**

Item #: 35

Policy 1340: Access To District Records

Status: DRAFT

Original Adopted Date: 06/15/2017 | **Last Revised Date:** 06/11/2020

The Governing Board recognizes the right of members of the public to have access to public records of the district. The district shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

The district may charge for copies of public records or other materials requested by individuals or groups, in accordance with law and as specified in the accompanying administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Regulation 1340: Access To District Records **Status:** DRAFT

Original Adopted Date: 05/09/2019 | **Last Revised Date:** 06/11/2020

This administrative regulation is a non-exhaustive list of records that may be defined as either public or exempt and/or confidential. Other records which fall into these definitions may exist and may be identified in the future.

Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 7920.530)

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 7920.545)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code 7920.515)

Public Records

Unless otherwise exempt from disclosure, public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)
6. Meeting agendas (Government Code 54957.5)
7. Official communications between the district and other government agencies
8. District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law
9. Initial proposals of exclusive employee representatives and of the district, once presented at a district Governing Board meeting (Government Code 3547)
10. Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 7927.200, 7927.205)
11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)
12. Documents containing names, salaries, and pension benefits of district employees
13. Employment contracts and settlement agreements (Government Code 53262)
14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)
15. Executed contracts for the purchase of goods or services, even if the contract contains provisions specifying

that the contract is confidential or a proprietary record of the vendor (Government Code 7928.801)

Access to public records of the district shall be granted to Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 7921.305, 7921.310)

Exempt and Confidential Public Records

Records exempt from disclosure under the California Public Records Act (CPRA) include, but are not limited to:

1. Preliminary drafts, notes, and interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 7927.500)

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 7927.200, 7927.205)

3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 7927.700)

   The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees shall only be disclosed as follows: (Government Code 7928.300)

   a. To an agent or a family member of the employee

   b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties

   c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

   d. Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, personal email address, or birth date, and the district shall remove the home address, home telephone number, and personal cell phone number from any mailing list of the district except a list used exclusively to contact the employee

   e. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

4. The home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official posted by the district online without first obtaining the written permission of that individual (Government Code 7928.205)

5. Student records, except directory information and other records to the extent permitted by law and district policy (Education Code 49073, 49076; 20 USC 1232g; 34 CFR 99.1-99.8)

6. Test questions, scoring keys, and other examination data except as provided by law (Government Code 7929.605)

7. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 7928.705)

8. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code 7925.000)

9. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library; to persons authorized in writing, by the individual to whom the records pertain, to inspect the records; or by court order (Government Code 7927.100, 7927.105)

10. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 7927.705)

11. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 7929.200)

12. Information security record if disclosure of that record would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the district (Government Code 7929.210)

13. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 7924.110)

14. Minutes of Board meetings held in closed session (Government Code 54957.2)

15. Computer software developed by the district (Government Code 7922.585)

16. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 7926.400, 7930.000-7930.215)

17. Any other records listed as exempt from public disclosure in the CPRA or other statutes

18. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 7922.000)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 7922.200, 7928.300)

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed. (Education Code 234.7; Government Code 8310.3)

Inspection of Records, Requests for Copies, and Recovery of Costs

Any person may request a copy or inspection of any district record that is not exempt from disclosure. (Government Code 7922.530)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code 7922.535)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 7922.535)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request

2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request

3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

5. The need to search for, collect, and appropriately examine records during a state of emergency proclaimed by the Governor pursuant to the California Emergency Services Act in the jurisdiction where the district is located when the state of emergency currently affects, due to the state of emergency, the district's ability to timely respond to staffing shortages or closure of facilities where the requested records are located (Government Code 8567)

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 7922.535)

Public records shall be open to inspection at all times during district office hours. If a portion of the requested record(s) is exempt from disclosure, any non-exempt, reasonably segregable portion of the record shall be made available for inspection after deletion of the portions exempted by law. (Government Code 7922.525)

Upon request for a copy that reasonably describes an identifiable, non-exempt record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 7922.530)

If only a portion of the identified record is exempt from disclosure, the record's exempt material shall be redacted prior to disclosure.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication in accordance with law. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Without charging any fees or costs, the Superintendent or designee shall allow members of the public to use their own equipment on district premises to photograph or otherwise copy or reproduce a disclosable record as long as the means of copy or reproduction: (Government Code 7922.530)

1. Do not require the equipment to make physical contact with the record

2. Will not result in damage to the record

3. Will not result in unauthorized access to the district's computer systems or secured networks by using software, equipment, or any other technology capable of accessing, altering, or compromising the district's electronic records

The Superintendent or designee may impose any reasonable limit on the use of personal equipment to photograph, copy, or reproduce a disclosable record that is necessary to protect the safety of the records, or to prevent the copying of records from being an unreasonable burden to the orderly function of the district and its employees. The Superintendent or designee may also impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records. (Government Code 7922.530)

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's website and, in response to a public records request, directing the member of the public to the location on the website where the record can be found. However, if the member of the public is unable to access or reproduce the record from the website, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 7922.545)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic

record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 7922.570)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 7922.575)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals

2. The request would require data compilation, extraction, or programming to produce the record

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 7922.600)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

   If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist

3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the CPRA shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 7922.500, 7922.540)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY 3320, CLAIMS AND ACTIONS AGAINST THE DISTRICT**

ATTACHMENTS: **BP 3320**

FUNDING SOURCE: **N/A**

DISCUSSION:
Policy updated to incorporate material from the accompanying administrative regulation, as the majority of the content is related to Governing Board actions and therefore more appropriately placed in Board policy. Additionally, policy updated to reference NEW LAW (AB 452, 2023) which provides that there are no time limits for the commencement of actions for the recovery of damages for claims of childhood sexual assault that occurred on or after January 1, 2024, including plaintiffs who are 40 years of age or older who file certificates of merit by the plaintiff's attorney and by a licensed mental health practitioner selected by the plaintiff setting forth the facts which support the declaration, and in conjunction with NEW LAW (SB 558, 2023), that the statute of limitations for acts of childhood sexual assault that occurred on or before December 31, 2023 is what was set forth in law on December 31, 2023. In addition, policy updated to (1) generalize and thereby make timeless the language regarding the monetary limit for a limited civil case, (2) require the Board, when a claim is presented late and is not accompanied by an application to present a late claim, to give written notice as specified to avoid potentially waiving certain legal defenses, and (3) clarify that the written notice indicating that a claim was not presented timely and is being returned without further action be done in accordance with a specified Government Code section. Policy also updated to reflect the legal change of the term "Roster of Public Agencies" to "Registry of Public Agencies", and to provide more detail regarding the information that is required to be filed with the Secretary of State and County Clerk.

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 updated BP 3320.**

PROPOSED ACTION: **APPROVE**

Item #: 36

Policy 3320: Claims And Actions Against The District

Status: DRAFT

Original Adopted Date: 09/13/2018 | **Last Revised Date:** 03/13/2025

The Governing Board desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's joint powers authority (JPA) agreement or other insurance coverage.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in this Board policy. (Government Code 935)

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action (Government Code 911.2)

2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action (Government Code 911.2)

3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905, that are subject to a claims presentation procedure in another statute or regulation, shall be presented to the Board in accordance with the applicable governing statute or regulation (Government Code 905)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in Items #1 and 2 above, depending on the applicable cause of action (Government Code 911.2, 935)

Receipt of Claims

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable

conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed

   If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case as specified in Code of Civil Procedure 85 and 86.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee shall, within 45 days, give written notice, in the manner specified in Government Code 911.3, that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are

applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit

2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim

4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4.

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected

2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed

3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance

4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim

5. If the Board takes no action on the claim, the claim shall be deemed rejected

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of $50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

If the Board, or Superintendent when appropriate, allows the claim, in whole or in part, or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913)

Registry of Public Agencies

Within 10 days of any change in the full, legal name of the district, the mailing address of the Board, or the names, titles, and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY/ADMINISTRATIVE REGULATION 3515.5, SEX OFFENDER NOTIFICATION**

ATTACHMENTS: **BP/AR 3515.5**

FUNDING SOURCE: **N/A**

DISCUSSION:

Policy updated to clarify that a district employee to whom sex offender information is disclosed by a law enforcement entity may only disclose the information when authorized by the law enforcement entity and in the manner authorized. Additionally, policy updated to include the purposes for which a registered sex offender's electronic mail address or username used for instant messaging or social networking or other internet identifier may be used by the district police/security department or released to another law enforcement entity. Regulation updated to emphasize that the components of the plan for receiving and communicating information about registered sex offenders residing within district boundaries are related to the safety of children. Additionally, regulation updated to include the specific means of providing notice when the principal has granted permission to a person who is required to register as a sex offender to come into a school building or upon school grounds to volunteer at the school.

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 updated BP/AR 3515.5.**

PROPOSED ACTION: **APPROVE**

Item #: 37

Policy 3515.5: Sex Offender Notification

Status: DRAFT

Original Adopted Date: 07/20/2006

In order to protect students while they are traveling to and from school, or attending school or a school-related activity, the Governing Board believes it is important that the district respond appropriately when a law enforcement agency notifies the district about registered sex offenders who may reside or work within district boundaries.

The Superintendent or designee shall establish an ongoing relationship with law enforcement officials to coordinate the receipt and dissemination of such information. To the extent authorized by law, the Superintendent or designee also shall establish procedures for notifying appropriate staff as necessary.

Any district employee to whom sex offender information is disclosed by a law enforcement entity shall disclose the information only when authorized by the law enforcement entity and in the manner authorized.

The Superintendent or designee may annually notify parents/guardians of the availability of information about registered sex offenders on the Department of Justice's Megan's Law website.

Role of District Police/Security Department

In accordance with law, Board policy and administrative regulation, the district police/security department may disseminate information about registered sex offenders to the school community. The district police/security department shall consult with local law enforcement and the Superintendent or designee prior to any such dissemination.

When a registered sex offender's email address or username used for instant messaging or social networking or other internet identifier, as defined in Penal Code 290.024, is submitted to the district police/security department, such information shall only be used by the department or released to another law enforcement entity for the purpose of investigating a sex-related crime, a kidnapping, or human trafficking. No other disclosure shall be made or authorized by the department, except as required by a court order. (Penal Code 290.45)

The district police/security department shall maintain records of the means and dates of dissemination for five years. (Penal Code 290.45)

Regulation 3515.5: Sex Offender Notification **Status:** DRAFT

Original Adopted Date: 07/20/2006

The Superintendent or designee shall develop a plan for receiving and communicating information about registered sex offenders residing within district boundaries. The Superintendent or designee shall ensure, at a minimum, that the following components are part of the plan:

1. The Superintendent or designee shall appoint a staff member to serve as the liaison with law enforcement regarding sex offender information in relation to the safety of children

2. The Superintendent or district liaison shall, at the beginning of each school year, contact local law enforcement to coordinate the receipt of information

3. Law enforcement shall be informed that all notifications and correspondence should be directed to the liaison as well as the individual school sites

   A letter shall be sent annually to local law enforcement, identifying the name, phone number, and address of the liaison.

4. The Superintendent or district liaison shall collaborate with law enforcement in order to alert children to the dangers of sex offenders, develop a system for distributing information about sex offenders, and train school staff and parents/guardians about the roles and responsibilities of both the district and law enforcement

5. The Superintendent or district liaison shall, at the beginning of each school year, notify parents/guardians of the district's willingness and intention to work with law enforcement on keeping children safe from sex offenders and shall explain the appropriate roles and responsibilities of both the district and law enforcement

   This communication shall also explain:

   a. The reporting requirements pursuant to Penal Code 290 and 290.45, including the fact that law enforcement is the agency best able to assess the relative danger of a sex offender

   b. The ability of the parents/guardians to contact law enforcement for additional information and to view the information on the Department of Justice's (DOJ) Megan's Law website

6. When law enforcement notifies the district of the residency or employment of a sex offender within district boundaries, the Superintendent or district liaison shall consult with law enforcement about the appropriate scope of the disclosure

7. Any staff member who receives information directly from law enforcement regarding registered sex offenders shall immediately contact the Superintendent or district liaison in order to help ensure that the district is able to respond appropriately

8. If an identified sex offender is seen on or near school grounds or around any child, staff shall immediately contact the district liaison, who shall inform local law enforcement accordingly

Notification to Parents/Guardians

When law enforcement has determined that parents/guardians should be notified regarding the presence of a sex offender in the community, the Superintendent or district liaison shall collaborate with local law enforcement in order to determine an appropriate response. This response may include:

1. An article in a school or parent council newsletter notifying parents/guardians that law enforcement information about registered sex offenders is available at the local law enforcement agency headquarters and/or at the school office

2. A mailing, at law enforcement's expense, prepared by law enforcement, and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders

3. A mailing of a letter, at district expense, prepared by law enforcement and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders

The article and mailings listed above shall encourage parents/guardians to contact local law enforcement and access the DOJ's Megan's Law website for additional information.

Whenever the principal has granted permission to a person who is required to register as a sex offender pursuant to Penal Code 290 to come into a school building or upon school grounds to volunteer at the school, the principal or designee shall notify the parent/guardian of each student at that school, at least 14 days in advance, that a registered sex offender has been granted such permission, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. This notice shall be provided by regular mail or any other method normally used by the district to communicate with parents/guardians in writing. If a parent/guardian requests such notice in electronic format, the district shall provide electronic notice. (Education Code 48985, Penal Code 626.81)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY 3540, TRANSPORTATION**

ATTACHMENTS: **BP 3540**

FUNDING SOURCE: **N/A**

DISCUSSION:

Policy updated to incorporate expanded learning opportunities in the philosophical statement, and reflect NEW LAW (SB 88, 2023) which (1) requires the district to obtain specified attestations from any private entity with which it contracts to provide student transportation, (2) provides for requirements for vehicles used to provide student transportation for compensation, and (3) adds qualification requirements for drivers who provide transportation to students.

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 updated BP 3540.**

PROPOSED ACTION: **APPROVE**

Item #: 38

Policy 3540: Transportation **Status:** DRAFT

Original Adopted Date: 07/20/2006 | **Last Revised Date:** 12/14/2023

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, including expanded learning opportunities programs, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

1. The transportation services offered to students
2. The prioritization of transportation services for low-income students, and students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive
3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)
4. The manner in which unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

Transportation Contracts

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools to provide necessary transportation services. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802, 39803)

Prior to contracting with a private entity for student transportation services, the district shall obtain written attestations from the entity that: (Education Code 39879)

1. The entity does not have any applicable law violations at the time of applying for the contract
2. The entity will maintain compliance with applicable laws for the duration of the contract

3. Under the contract, only drivers who meet the requirements specified in Education Code 39877 will work

4. The entity has on file all the reports and documents required pursuant to Education Code 39877 for the duration of the contract, including, but not limited to, updated, revised, or modified reports and documents, and that the reports and documents shall be available for inspection by the district

Any vehicle used to provide student transportation for compensation shall meet both of the following requirements: (Education Code 39879)

1. Be inspected every 12 months, or every 50,000 miles, whichever comes first, at a facility licensed by the Bureau of Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection, as adopted by the Public Utilities Commission and as specified in D.13-09-045, before allowing the vehicle to be driven, except for vehicles which are already subject to a statutory inspection program

2. Be equipped with a first aid kit and a fire extinguisher

Expenses and Fees

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and Board Policy/Administrative Regulation 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

The district may install cameras on school buses to insure staff and student safety. The camera monitoring system may have audio. School buses with cameras and audio recorders shall be posted on each bus.

The Superintendent or designee shall ensure the qualifications of bus drivers, in accordance with Administrative Regulation 3542 - School Bus Drivers, and related staff employed by the district; provide for the maintenance and operation of district-owned school buses and other equipment; and ensure adequate facilities for equipment storage and maintenance.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: CONSENT

AGENDA ITEM: UPDATE BOARD POLICY/ADMINISTRATIVE REGULATION 3580, DISTRICT RECORDS

ATTACHMENTS: BP/AR 3580

FUNDING SOURCE: N/A

DISCUSSION:

Policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024. Additionally, policy updated to delete material related to sex discrimination, which was added when last revised based on the now vacated Title IX regulations, and include in Board Policy and Administrative Regulation 4030 - Nondiscrimination in Employment to keep material related to discrimination, including sex discrimination, together. In addition, policy updated to add general statement related to the prohibition of discrimination on the basis of sex and compliance with Title IX, which was moved from the accompanying administrative regulation. Policy also updated to align those who are included as "employees" for purposes of the policy and accompanying administrative regulation with analogous language in related sample Board policies and administrative regulations. Regulation updated to clarify that it is any historical inventory of equipment that is required to be a continuing record; that a student's cumulative record, if not transferred, is a continuing record until the student ceases to be enrolled in the district; and that minutes of Governing Board or Board committees are classified as permanent records, including text of rules, regulations, policies or resolutions not set forth verbatim in the minutes but included by reference only. Additionally, regulation updated to delete reference to printing and physically filing records and replace with language that all records, including electronic documents, should be organized and filed for easy retrieval based on information contained in, and the purpose of, the record.

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 updated BP/AR 3580.**

PROPOSED ACTION: **APPROVE**

Item #: 39

Policy 3580: District Records **Status:** DRAFT

Original Adopted Date: 04/20/2017

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft, including damage, loss, or theft which may be caused by cybersecurity breaches.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold or California Public Records Act request established on the advice of legal counsel. Additionally, the Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure.

If the district discovers or is notified that a breach in the security of district records has resulted in the release of personal information, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person, if that information was either unencrypted or encrypted under the circumstances specified in Civil Code 1798.29. "Personal information" includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

Records containing a participant's confidential address information shall be kept in a confidential location and not shared with the public.

Regulation 3580: District Records **Status:** DRAFT

Original Adopted Date: 03/11/2010 | **Last Revised Date:** 04/25/2025

Classification of Records

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of a continuing nature, such as documents that are active and useful for administrative, legal, fiscal, or other purposes over a period of years, shall not be classified until such usefulness has ceased. (5 CCR 16022)

Any historical inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

A student's cumulative record, if not transferred, is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254; 5 CCR 16022)

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
    a. Official budget
    b. Financial reports of all funds, including cafeteria and student body funds
    c. Audit of all funds
    d. Average daily attendance, including Period 1 and Period 2 reports
    e. Other major annual reports, including:
        i. Those containing information relating to property, activities, financial condition, or transactions
        ii. Those declared by Governing Board minutes to be permanent
2. Official Actions
    a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions not set forth verbatim in the minutes, but included by reference only
    b. The call for and the result of any elections called, conducted, or canvassed by the Board
    c. Records transmitted by another agency pertaining to its action with respect to district reorganization
3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid.

In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as a Class 1 (Permanent) record and the detailed records may then be classified as Class 3 (Disposable) records.

Information of a derogatory nature as defined in Education Code 44031 shall be retained as a Class 1 (Permanent) record only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

4. Student Records

   The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records.

   These include any related policy of liability insurance, except that these records cease to be Class 1 (Permanent) records one year after the claim has been settled or the statute of limitations has expired.

5. Property Records

   Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment.

   In lieu of detailed records, a complete property ledger may be classified as a Class 1 (Permanent) record. The detailed records may then be classified as Class 3 (Disposable) records if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, amount paid, and comparable data if the unit is disposed of.

Class 2 - Optional Records

Any records considered temporarily worth keeping, but which are not Class 1 records, may be classified as Class 2 (Optional) records and shall be retained until reclassified as Class 3 (Disposable) records. If, by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified as Class 2 (Optional) records pending further review and classification within one year. (5 CCR 16024)

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) records shall be classified as Class 3 (Disposable) records. These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent) records; and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as a Class 3 (Disposable) record. (5 CCR 16026, 16027)

Electronically Stored Information

All electronically stored information related to the conduct of district business, including information created, saved, sent, or received on a district employee's or Board member's personal account or device, shall be saved as an electronic file to a district-provided account or device and retained in accordance with the section "Classification of Records" above. Such information includes, but is not limited to, email, text messages, messages sent via apps,

computer files, and other electronic communications related to district business. All records, including electronic documents, should be organized and filed for easy retrieval based on information contained in, and the purpose of, the record.

Employees shall be required to regularly purge their email accounts and district-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to district business. The Superintendent or designee may check for appropriate use of any district-owned equipment at any time.

Any person to whom a district-owned computer, cell phone, or other electronic communication device is provided shall be notified about the district's electronic information management system and, as necessary, provided training on the effective use of the device.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY 4119.21, SEX DISCRIMINATION AND SEX-BASED HARRASMENT**

ATTACHMENTS: **BP 4119.11**

FUNDING SOURCE: **N/A**

DISCUSSION:
Policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024. Additionally, policy updated to delete material related to sex discrimination, which was added when last revised based on the now vacated Title IX regulations, and include in Board Policy and Administrative Regulation 4030 - Nondiscrimination in Employment to keep material related to discrimination, including sex discrimination, together. In addition, policy updated to add general statement related to the prohibition of discrimination on the basis of sex and compliance with Title IX, which was moved from the accompanying administrative regulation. Policy also updated to align those who are included as "employees" for purposes of the policy and accompanying administrative regulation with analogous language in related sample Board policies and administrative regulations.

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 updated BP 4119.11.**

PROPOSED ACTION: **APPROVE**

Item #: 40

Policy 4119.11: Sexual Harassment Status: DRAFT

Original Adopted Date: 01/12/2017

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s)

The Superintendent or designee may periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY 4151, 4251, 4351, EMPLOYEE COMPENSATION**

ATTACHMENTS: **BP 4151,4251,4351**

FUNDING SOURCE: **N/A**

DISCUSSION:

Policy updated to reflect NEW LAW (AB 938, 2024) which requires districts, beginning January 31, 2026, to annually complete the Salary and Benefit Schedule for Bargaining Units (Form J-90), for classified and certificated staff assigned to a district school site(s) and report the Form J-90 to the California Department of Education. Additionally, policy updated to include "fillable" language for districts to utilize to reflect the payroll schedule determined by the Governing Board. In addition, policy updated to delete material related to the compensation of employees during periods of extended closure or disruption which was COVID-19 specific, and therefore outdated. Policy also updated to correct an inaccuracy regarding overtime rate of pay, which required the deletion of material related to an overtime rate of twice the regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive work day, since the Labor Code section which provides for such overtime compensation does not apply to school districts. Additionally, policy updated to add language regarding the rate of pay for a classified employee in an exempt position who is required to work on a holiday designated in law or by the Board. In addition, policy updated to clarify that, when an employee does not respond or disputes the existence or amount of an overpayment claimed by the district, the district may only recover an overpayment after pursuing appropriate legal action, and to delete the requirement for Board approval for the district to exercise legal means to recover an overpayment, as Board approval is not required by law.

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 updated BP 4151,4251,4351.**

PROPOSED ACTION: **APPROVE**

Policy 4151: Employee Compensation **Status:** DRAFT

Original Adopted Date: 11/17/2016 | **Last Revised Date:** 12/14/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package that includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel that comply with law and applicable collective bargaining agreements. (Education Code 45022, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.204, 541.303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4251: Employee Compensation **Status:** DRAFT

Original Adopted Date: 11/17/2016 | **Last Revised Date:** 12/14/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package that includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel that comply with law and applicable collective bargaining agreements. (Education Code 45022, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.204, 541.303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4351: Employee Compensation **Status:** DRAFT

Original Adopted Date: 11/17/2016 | **Last Revised Date:** 12/14/2023

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package that includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel that comply with law and applicable collective bargaining agreements. (Education Code 45022, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.204, 541.303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: CONSENT

AGENDA ITEM: UPDATE BOARD POLICY/ADMINISTRATIVE REGULATION 4158, 4258, 4358, EMPLOYEE SECURITY

ATTACHMENTS: BP/AR 4158, 4258, 4358

FUNDING SOURCE: N/A

DISCUSSION:
Policy updated to include material which authorizes a collective bargaining representative to seek a temporary restraining order on behalf of a district employee who has been subjected to harassment, unlawful violence, or a credible threat of violence in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. Additionally, policy updated to incorporate Executive Order 14127, "Combating Emerging Firearms Threats and Improving School-Based Active-Shooter Drills," which establishes a task force to provide guidance to schools related to school-based active shooter drills. In addition, policy revised to more closely align with law and to reflect a change in provisions from the Labor Code to the Government Code. Regulation updated to reference the requirement for schools to include in their comprehensive safety plans procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at school, at an activity sponsored by the school, or on a school bus serving the school. Additionally, regulation updated to add that reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. In addition, regulation updated to reflect NEW LAW (AB 2499, 2024), which requires districts to provide reasonable accommodations to an employee who is a victim, or whose family member is a victim, of domestic violence, sexual assault, stalking, or other qualifying act(s) of violence. Policy also updated to clarify material related to an employee's request, based on need, to carry or possess pepper spray on school property or at school-related activities.

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 updated BP/AR 4158,4258,4358.**

PROPOSED ACTION: **APPROVE**

Item #: 42

Policy 4158: Employee Security **Status:** DRAFT

Original Adopted Date: 06/14/2018

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or

unauthorized injurious object on district property or at a district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Regulation 4158: Employee Security **Status:** DRAFT

Original Adopted Date: 06/14/2018

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response.

Additionally, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. Reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

    a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process (Education Code 49079)

    This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

    b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion (Education Code 48201)

    c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher (Education Code 48201, 49079)

2. Offenses Reported to the District by a Court

    a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal or designee (Welfare and Institutions Code 827)

    b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability (Welfare and Institutions Code 827)

    c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff (Welfare and Institutions Code 827)

The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district (Welfare and Institutions Code 827)

   If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed (Welfare and Institutions Code 827)

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

Accommodations for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Qualifying Acts of Violence

When requested by an employee who is a victim of domestic violence, sexual assault, stalking, or other qualifying acts of violence, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including, but not limited to: (Government Code 12945.8)

1. A transfer, reassignment, or modified schedule
2. A changed work telephone or work station, including the permission to carry a telephone at work
3. An installed lock
4. Assistance in documenting domestic violence, sexual assault, stalking, or other qualifying act of violence that occurs in the workplace
5. Referral to a victim assistance organization
6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee or their family member. (Government Code 12945.8)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence. Such certification may include: (Government Code 12945.8)

1. A police report indicating that the employee, or a family member of the employee, was a victim
2. A court order protecting or separating the employee, or family member of the employee, from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual

assault counselor, victim advocate, or counselor that the employee, or family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee, or a family member of the employee, as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Government Code 12945.8)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. If a new accommodation is needed, the Superintendent or designee shall follow the procedures described above when making the initial determination regarding effective reasonable accommodations. (Government Code 12945.8)

The district shall not discharge or retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Government Code 12945.8)

Use of Pepper Spray

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need to carry or possess pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810

2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals

Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

Policy 4258: Employee Security

Status: DRAFT

Original Adopted Date: 06/14/2018

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or

unauthorized injurious object on district property or at a district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Regulation 4258: Employee Security **Status:** DRAFT

Original Adopted Date: 06/14/2018

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response.

Additionally, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. Reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

    a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process (Education Code 49079)

    This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

    b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion (Education Code 48201)

    c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher (Education Code 48201, 49079)

2. Offenses Reported to the District by a Court

    a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal or designee (Welfare and Institutions Code 827)

    b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability (Welfare and Institutions Code 827)

    c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff (Welfare and Institutions Code 827)

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Policy 4358: Employee Security **Status:** DRAFT

Original Adopted Date: 06/14/2018

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Original Adopted Date: 06/14/2018

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assault counselor, victim advocate, or counselor that the employee, or family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY AND ADMINISTRATIVE REGULAITON 5145.7 SEXUAL HARASSMENT**

ATTACHMENTS: **BOARD POLICY AND ADMINISTRATIVE REGULAITON 5145.7 SEXUAL HARASSMENT**

FUNDING SOURCE: **N/A**

DISCUSSION: Policy and Regulation updated to reflect vacated Title IX regulations and new law SB 1137.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Board Policy and Administrative Regulation 5145.7 Sexual Harassment.**

PROPOSED ACTION: **APPROVE**

Item #: 43

Policy 5145.7: Sexual Harassment **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Revised Date:** 03/13/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from discrimination and harassment. The Board prohibits at district or at district-sponsored or district-related activities, sexual harassment, as defined in the accompanying administrative regulation, targeted at any student.

Additionally, the Board prohibits retaliatory behavior or action against any person who reports, files a complaint, testifies about, assists with, or otherwise supports a complainant in alleging sexual harassment, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1, 221.8; 34 CFR 106.71)

The district strongly encourages students who feel that they are being or have experienced sexual harassment on district grounds or at a district-sponsored or district-related activity, or off-campus when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sexual harassment by or against a student in a district education program or activity shall report the incident to the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures or Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures concurrently meets the requirements of Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Title IX Coordinator shall offer and coordinate supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of this policy in the manner specified in the accompanying administrative regulation.

The Superintendent or designee shall ensure that all district staff are trained regarding this policy, and that employees required to receive training related to their duties under Title IX receive training as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment. (Government Code 12950.1; 2 CCR 11023, 11024; 34 CFR 106.45)

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to the harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of sexual harassment, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon completion of an investigation of sexual harassment, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain records in accordance with law, including in accordance with Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures, and district policies and regulations, of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

Regulation 5145.7: Sexual Harassment **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Revised Date:** 03/13/2025

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status. (Education Code 200, 210.2, 220, 221.51, 230, 260; Government Code 11135; 20 USC 1681-1688)

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

Any prohibited conduct that occurs off campus or outside of district-related or district-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX. The individual shall also serve as the Compliance Officer specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures and Administrative Regulation 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator may be contacted at:

Director of Student Services
12623 Ave 416
Orosi, CA 93647
sutumacder@cojusd.org

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

The Superintendent or designee shall ensure that a copy of the district's sexual harassment policy and regulation:

1. Is included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

2. Is displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. Is summarized on a poster, which shall be prominently and conspicuously displayed in each bathroom and locker room at each school

   The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Is posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6; 34 CFR 106.8)

5. Is provided as part of any orientation program conducted for new and continuing students at the time the student is enrolled or at the beginning of each quarter, semester, or summer session (Education Code 231.5)

6. Appears in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

Reports and Complaints

A student or a student's parent(s)/guardian(s) who believes that the student has been subjected to sexual harassment in a district program or activity or who has witnessed sexual harassment is strongly encouraged to report the incident to the district's Title IX Coordinator, a teacher, the principal, or any other available school employee. Within one workday of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment shall, within one workday, report the observation to the Title IX Coordinator as specified in the accompanying Board policy. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

All complaints alleging sexual harassment against students in the school setting shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 5145.71 -

Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED ADMINISTRATIVE REGULATION AND EXHIBIT 5145.71 - TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES**

ATTACHMENTS: **ADMINISTRATIVE REGULAITON AND EXHIBIT 5145.71 TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES**

FUNDING SOURCE: **N/A**

DISCUSSION: Administrative Regulation and Exhibit updated to reflect vacated Title IX regulations and new law SB 1137.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Administrative Regulation and Exhibit 5145.71 Title IX Sexual Harassment Complaint Procedures.**

PROPOSED ACTION: **APPROVE**

Item #: 44

Regulation 5145.71: Title IX Sexual Harassment Complaint Procedures **Status:** DRAFT

Original Adopted Date: 08/08/2024 | **Last Revised Date:** 03/13/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or on behalf of students shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, decisionmaker, or any person that facilitates an informal resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance process, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and

the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 5145.7 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the

extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

If a student is the respondent, the district may remove the student from the district's education program or activity on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)
The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing enrollment or employment. (34 CFR 106.45)

As part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

2. Obtains the parties' voluntary, written consent to the informal resolution process

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and

exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The district may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the

complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion in accordance with Board Policy and Administrative Regulation 5144.1 - Suspension/Expulsion and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities). (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Conference with parent/guardian
3. Educating the student regarding the impact of the student's conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)
2. A record of the investigation procedures followed
3. A record of the written determination
4. A record of the corrective action implemented, if any
5. A record of any appeals and the outcome of the same
6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

Exhibit 5145.71-E(1): Title IX Sexual Harassment Complaint Procedures **Status:** DRAFT

Original Adopted Date: 08/08/2024

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

The district shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The following employee serves as the district's Title IX Coordinator and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Director of Student Services
12623 AVe 416
Orosi, CA 93547
(559)528-6949
sutumacder@cojusd.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 - Sexual Harassment and Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's website at (insert website link https://www.cojusd.org/page/policies-and-non-discrimination-notifications)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: (559)528-6949.

Materials used to train the Title IX Coordinator, investigator(s), decisionmakers, and any person(s) who facilitates an informal resolution process are also publicly available on the district's website or at the district office upon request.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY 5146 MARRIED/PREGNANT/PARENTING STUDENTS**

ATTACHMENTS: **BOARD POLICY 5146 MARRIED/PREGNANT/PARENTING STUDENTS**

FUNDING SOURCE: **N/A**

DISCUSSION: Policy updated to reflect vacated Title IX regulations and new law SB 1137.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Board Policy 5146 Married/Pregnant/Parenting Students.**

PROPOSED ACTION: **APPROVE**

Item #: 45

Policy 5146: Married/Pregnant/Parenting Students **Status:** DRAFT

Original Adopted Date: 04/14/2016 | **Last Revised Date:** 08/08/2024

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students in their continued education, assisting them to attain strong academic and parenting skills, and promoting the healthy development of their child(ren).

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's actual or potential pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

In accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications, the Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

For district-related purposes, a student under 18 years of age who enters into a valid marriage is an emancipated minor who shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)

Such rights include, but are not limited to, those related to the verification of student absences as specified in Administrative Regulation 5113 - Absences and Excuses, application for a work permit as specified in Administrative Regulation 5113.2 - Work Permits, and access to student records as specified in Administrative Regulation 5125 - Student Records.

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to students who are pregnant or parenting, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

Absences

Students who are pregnant or parenting may be excused for absences for medical appointments and other purposes specified in Board Policy/Administrative Regulation 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

A student who is pregnant or parenting shall be entitled to parental leave as permitted by law. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. (Education Code 46015; 34 CFR 106.40)

The student, if 18 years of age or older, or the student's educational rights holder shall notify the district of the student's intent to take parental leave, although failure to do so does not abridge any of the rights provided to the student under this policy. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A student who is pregnant or parenting, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (Education Code 46015)

Upon return to school, a student who is pregnant or parenting shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

Accommodations

When necessary, the district shall provide accommodations to enable a student who is pregnant or parenting to access the educational program.

Additionally, a student who is pregnant, experiences a false pregnancy, or terminates a pregnancy, or who must recover from any of these, shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The district shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of a student's actual or potential pregnancy, marital, or parental status; district noncompliance with the requirements of Education Code 46015; or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, attendance, graduation rate, and/or student feedback on district programs and services.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.3 NONDISCRIMINATION/HARASSMENT**

ATTACHMENTS: **BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.3 NONDISCRIMINATION/HARASSMENT**

FUNDING SOURCE: **N/A**

DISCUSSION: Policy and Regulation updated to reflect vacated Title IX regulations and new law SB 1137.

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 updated Board Policy and Administrative Regulation 5145.3 Nondiscrimination/Harassment.**

PROPOSED ACTION: **APPROVE**

Item #: 46

Policy 5145.3: Nondiscrimination/Harassment **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Revised Date:** 03/13/2025

The Governing Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to district activity or attendance, to acts which occur off campus or outside of district-related or district-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district.

The Board prohibits, at any district school or activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in district programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination could occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates, participates, or refuses to participate in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to

student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination related to a district activity, attendance, or district-related or district-sponsored activity, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee may engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee may also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Regulation 5145.3: Nondiscrimination/Harassment **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Revised Date:** 03/13/2025

The district designates the individual(s) identified below as the Compliance Officer(s). The employee(s) is responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 - Sexual Harassment as the responsible employee to handle complaints alleging unlawful sexual harassment, as permitted by law. The Compliance Officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Director of Student Services
12623 Ave 416
Orosi, CA 93647
(559) 528-6959

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the Compliance Officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.1, 234.6)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district website in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, including the following: (Education Code 221.6, 221.61, 234.6)

    a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

    b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

    c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

        i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

        ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on OCR's website

iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

d. A link to the Title IX information included on the California Department of Education's (CDE) website

5. Post CDE's standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district (Education Code 33353)

6. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5. 234.6)

   Such resources shall be posted in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

7. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior

8. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students

   The notice shall inform students and parents/guardians that they may request to meet with the Compliance Officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

9. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand

   If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

10. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them

    Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.

11. Provide to certificated employees serving students in grades 7-12 information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying on the basis of any of the actual or perceived characteristics in Penal Code 422.55, including immigration status; Education Code 220; and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation; or association with a person or group with one or more of these actual or perceived characteristics (Education Code 234.1)

12. For the 2025-2026 school year through the 2029-2030 school year, provide annually to certificated employees serving students in grades 7-12 at least one hour of training to support LGBTQ+ cultural competency in accordance with Education Code 218.3

13. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so (Education Code 234.1)

14. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the Compliance Officer, Title IX Coordinator, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the Compliance Officer, Title IX Coordinator, or principal, regardless of whether the alleged victim files a complaint.

Any district employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported, shall report the incident to the Compliance Officer, Title IX Coordinator, or principal within one workday, regardless of whether the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal, Compliance Officer, or Title IX Coordinator, the principal, Compliance Officer, or Title IX Coordinator shall notify the student or parent/guardian of the right to file a formal complaint in accordance with Administrative Regulation 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the Compliance Officer or Title IX Coordinator shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, Compliance Officer, Title IX Coordinator, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Support for Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

Gender refers to a student's sex, and includes a student's gender identity and gender expression. (Education Code 210.7)

Gender identity refers to a student's gender-related identity, appearance, or behavior as determined from the student's internal sense, regardless of whether that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression refers to a student's gender-related appearance and behavior, regardless of whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming refers to when a student's gender expression differs from stereotypical expectations.

Intersex refers to when a student has natural bodily variations in anatomy, hormones, chromosomes, and other traits

that differ from expectations generally associated with female and male bodies.

Nonbinary refers to when a student's gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Sex refers to the biological condition of being a female or male human being. (5 CCR 4910)

Transgender refers to when a student's gender identity is different from the sex assigned at birth.

The district shall ensure that all students, regardless of sex, gender, gender identity or gender expression, are afforded the same rights, benefits, and protections provided to students by law and Board policy. To do so, the Superintendent or designee shall address each situation that arises on a case-by-case basis and in accordance with the following guidelines:

1. Acceptance of a Student's Gender Identity: The district shall accept the student's assertion of the student's gender identity and treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose

2. Use of Names and Pronouns: Upon request by a student, district personnel shall address the student by the requested name and pronoun(s), without the necessity of a court order or a change to the student's mandatory permanent student record

   Inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or pronouns may not constitute a violation of this administrative regulation or the accompanying Board policy.

3. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

   Additionally, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by sex, such as for class discussions, yearbook pictures, and field trips.

   To address any student's privacy concerns in using sex-segregated facilities, the district shall consider offering a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, in no case shall the district require a student to utilize these options because of the student's sex, gender, gender identify, or gender expression. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

   Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

4. Adherence to Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site, which may not discriminate on the basis of sex, gender, gender identity or gender expression

5. Equal Access to Educational Programs and Activities: Upon request by a student based on the student's gender identity or gender expression, the Compliance Officer shall identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

   The Compliance Officer shall consider the rights of all students and how those rights may affect and be affected by the rights of other students. Additionally, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's sex, gender, gender identity, or gender expression so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are providing equal access to programs and activities.

6. Right to privacy: A student's sex, gender, gender identity, and gender status is private information

   The district may only disclose such information to others when the disclosure is permitted by law, with the student's prior written consent, or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

7. Student Records: A student's sex and legal name shall be maintained as part of a student's mandatory permanent student record as specified in 5 CCR 432 and shall only be changed with proper documentation (Education Code 49061-49072)

   When a request to change a student's gender or name is submitted without proper documentation, any change to the student's gender or name shall be applied only to documents not included in the mandatory permanent student record such as attendance sheets, report cards, and school identification.

   The Superintendent or designee shall follow this guideline such that it does not change or alter the obligations of the district to maintain student records in accordance with Board Policy/Administrative Regulation 5125 - Student Records, and to ensure access to such records in accordance with Board Policy/Administrative Regulation 1340 - Access to District Records.

The district prohibits any act of verbal, nonverbal, or physical aggression, intimidation, or hostility, including any such act based on sex, gender, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature, including, but not limited to:

1. Refusing to address or refer to a student in a manner consistent with the student's gender identity

2. Disciplining a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity

3. Blocking, prohibiting, or restricting a student's entry to the restroom that corresponds to the student's gender identity

4. Disclosing student records that reveal a student's gender identity to individuals who do not have a legitimate need for the information except as permitted by law

5. Verbally or physically assaulting a student because of the student's sex, gender, gender identity, or gender expression, including, but not limited to, causing, attempting to cause, threatening to cause, or participating in an act of hate violence on the basis of sex, gender, gender identity, or gender expression

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CURRICULUM/ INSTRUCTION**

AGENDA ITEM: **APPROVE AUGUST CURRICULUM AND INSTRUCTION REPORT**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION: The Board will be introduced to the certificated staff onboarded for the 25-26 school year. The Administrator of Instructional Programs will present the outcomes of the District's Summer Programs.

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.**
- [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 Curriculum and Instruction Report.**

PROPOSED ACTION: **APPROVE**

Item #: 47

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **RATIFY NEW CHEMISTRY CURRICULUM: MCGRAW HILL EDUCATION INSPIRE CHEMISTRY (2020)**

ATTACHMENTS: **SCIENCE PILOT SCORES**

FUNDING SOURCE: **GENERAL FUND**

DISCUSSION: The Department of Educational Services is requesting Board ratification of *Inspire Chemistry (2020)* by McGraw Hill as COJUSD's core curriculum for Chemistry beginning in 2025-26. With guidance from TCOE Consultant, Jared Marr, a leadership team composed of high school teachers and the instructional coach chose two curricula to pilot: *Inspire Chemistry* (2020) by McGraw Hill and *Experience* by Savvas. Teachers piloted curricula and conducted an analysis in which *Inspire Chemistry* outperformed *Experience*.

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 ratify the Chemistry curriculum: *Inspire Chemistry* (2020) by McGraw Hill.**

PROPOSED ACTION: **RATIFY**

Item #: 48

Savvas - Experience

Component	Score	Total
Designed for CA NGSS: Foundations		
F1. Presence of Phenomena/Problems	5	
F2. Presence of Three Dimensions	3	
F3. Presence of Environmental Principles and Concepts (EP&Cs)	5	
F4. Presence of a Logical Sequence of Learning	3	
TOTAL Foundations with EP& Cs (applicable)	**16**	20
TOTAL Foundations without EP&C (not applicable)		0
Designed for CA NGSS: Student Work		
SW 1. Phenomena/Problems	5	
SW 2. Three-Dimensional Conceptual Framework	3	
SW 3. Prior Knowledge	3	
SW 4. Metacognitive Abilities	3	
SW 5. Equitable Learning Opportunities	3	
TOTAL Student Work	**17**	17
Designed for CA NGSS: Monitoring Student Progress		
SP1. Monitoring Three-Dimensional Learning and EP&Cs Integration	3	
SP2. Capturing Student Progress	3	
SP3. Variety of Measures	5	
SP4. Equitable Access	3	
SP5. Use of Assessment	3	
TOTAL Student Progress	**17**	17
Designed for CA NGSS: Teacher Support		
TS1. Phenomena/Problems Drive Three-Dimensional Learning	5	
TS2. Coherence	3	
TS3. Effective Teaching	3	
TS4. Support for Students with Diverse Learning Needs	3	
TS5. Support to Monitor Student Progress	5	
TOTAL Teacher Support	**19**	19
Grand Total (out of 100)		73

McGraw Hill - Inspire Science

Component	Score	Total
Designed for CA NGSS: Foundations		
F1. Presence of Phenomena/Problems	3	
F2. Presence of Three Dimensions	5	
F3. Presence of Environmental Principles and Concepts (EP&Cs)	3	
F4. Presence of a Logical Sequence of Learning	5	
TOTAL Foundations with EP& Cs (applicable)	**16**	20
TOTAL Foundations without EP&C (not applicable)		0
Designed for CA NGSS: Student Work		
SW 1. Phenomena/Problems	3	
SW 2. Three-Dimensional Conceptual Framework	5	
SW 3. Prior Knowledge	5	
SW 4. Metacognitive Abilities	5	
SW 5. Equitable Learning Opportunities	5	
TOTAL Student Work	**23**	23
Designed for CA NGSS: Monitoring Student Progress		
SP1. Monitoring Three-Dimensional Learning and EP&Cs Integration	5	
SP2. Capturing Student Progress	5	
SP3. Variety of Measures	3	
SP4. Equitable Access	5	
SP5. Use of Assessment	5	
TOTAL Student Progress	**23**	23
Designed for CA NGSS: Teacher Support		
TS1. Phenomena/Problems Drive Three-Dimensional Learning	3	
TS2. Coherence	5	
TS3. Effective Teaching	5	
TS4. Support for Students with Diverse Learning Needs	5	
TS5. Support to Monitor Student Progress	5	
TOTAL Teacher Support	**23**	23
Grand Total (out of 100)		89

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: CURRICULUM/INSTRUCTION

AGENDA ITEM: RATIFY OROSI HIGH SCHOOL'S NEW COURSE – STEM PHYSICS AND ENGINEERING: MOTION BY DESIGN

ATTACHMENTS: COURSE OUTLINE

FUNDING SOURCE: N/A

DISCUSSION: The Director of College and Career is requesting ratification for the University of California Curriculum Integration (UCCI) course titled "Physics and Engineering - Motion by Design" for the 2025-2026 school year to offer an elective course aligned to Physics and Engineering. This course is A-G "D" approved. The course curriculum includes the principles of physics and engineering in an iterative cycle of product design. In this year-long, integrated, college-preparatory course, students will develop an understanding of fundamental physics concepts in kinematics, mechanics, mechanical and electromagnetic waves, and electricity/electromagnetism while exploring robotics, computer programming, computer-aided design (CAD), and rapid product development. Working individually and in teams, students complete a series of design challenges to develop key skills in computer programming, 3-D modeling software, engineering technology, physics, and the laws of gravity and motion concepts needed in future STEM Fields for career readiness.

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.**
- [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 ratify Orosi High School's new course – STEM Physics & Engineering**

PROPOSED ACTION: **RATIFY**

Item #: 49

STEM Physics and Engineering: Motion by Design
Course Outline

Length of Course	
Full Year: (2 semesters; 3 trimesters; 4 quarters)	
Subject Area - Discipline:	Science (D) - Physics
UC Honors Designation:	No
CTE Sector;	Engineering and Architecture
CTE Pathway:	Engineering Technology
Grade Level(s):	**9-11**
Prerequisites:	**M 1**

Overview

In Physics and Engineering: Motion by Design, students apply the principles of physics and engineering to an iterative cycle of product design. In this year-long, integrated, college-preparatory course, students will develop an understanding of fundamental physics concepts in kinematics, mechanics, mechanical and electromagnetic waves, and electricity/electromagnetism while exploring robotics, computer programming, computer-aided design (CAD), and rapid product development. Working individually and in teams, students complete a series of design challenges to develop key skills in computer programming, 3-D modeling software, engineering technology, and physics concepts. The course culminates with competition-ready, semi-autonomous devices presented as marketable products designed to serve a specific purpose in the local community. These projects promote critical thinking, communication, collaboration, creativity, and provide a foundation for data collection, analysis, reflection, presentation,s and technical writing skills. By completing the course, students will be prepared for success in college science and engineering as well as in high-demand careers like automation and advanced manufacturing.

Course Content

Unit 1 : The Design Process/Kinematics

Unit 1 Description

In this introductory unit students will explore the questions “how do things move?” and “what is motion?” The goal of this unit is for students to develop kinematic concepts of motion and apply this knowledge to a design challenge. In the unit, students will also be introduced to the design cycle that will be used for the remainder of the year as a tool to solve multiple engineering design problems. The design challenge in unit one is to build a device that must accomplish one of the four possible goals: move a specified distance, project an object over a specified range, launch an object vertically a specified height, or

stop a moving object at a specified distance. Through this investigation, students apply their understanding of kinematics to analyze motion by making measurements and calculations as well as exploring the need for transportation and logistics.

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Unit 1 Key Assignments
A. Important Innovations in Transportation.

Students will create a digital media presentation documenting a significant historical engineering innovation in transportation. Students will research their chosen innovation in the context of history. The presentation will explain the engineering behind the innovation and show how it influenced commerce, travel, warfare, and/or culture.

B. Motion Device Design Challenge

One of the primary goals of this assignment is to ensure students utilize the Engineering Design Cycle. It is imperative that the cycle is emphasized throughout each stage of the unit as students research, design, build, test, and present their final project. The design challenge in unit one is for students to work in teams to build a device demonstrating motion in one of four different ways. Key deliverables in this process are: 1) a scaled, three-view and isometric blueprint of their vehicle. The blueprint must include all relevant measurements of the parts that will make up the vehicle. 2) the prototype vehicle, which will be constructed based on the approved blueprints from common classroom/office materials. 3) a technical report that includes a description of the action of the vehicle with all appropriate kinematic equations hypothesizing the motion and destination of the object. The technical report must also include a list of vehicle components, including costs, and a data table showing the results from testing and the changes that were made to improve the performance of the vehicle. The final testing of the vehicle will take place in a showcase format where teams of students present their development process and the performance of the vehicle to a group of their peers.

**Note: Unit one culminates in the completion of this assignment, but students should be introduced to it towards the beginning of unit one. The work of assignments 3 and 4 then occurs concurrently as the unit progresses.

C. One-Dimensional Motion

Students will investigate a series of objects moving in one dimension to construct an understanding of kinematics. Basic kinematic equations will be introduced through research and experimentation. Each equation will be dissected, and the relationships between distance, velocity, acceleration, and time will be tested using a steel ball placed at various positions on a ramp with alternating inclinations. Velocity tubes and constant velocity vehicles will be used to make measurements and calculations. Ticker tape timers will be used to calculate the free-fall acceleration of gravity. Data will be extrapolated,

and the relationships will be graphed. Students will apply the concepts developed in this assignment to the analysis of the motion of their vehicles for the design challenge.

D. Projectile Motion

After researching catapults and trebuchets and their design changes throughout history, students will design and fabricate a water-balloon launcher fitted with a device to measure angles. Under controlled tests, they will have to hit a target placed at a specific distance within a specified number of attempts. Data analysis in this assignment will help define design characteristics of the projectile device used in the culminating activity.

Unit 2: Mechanics (Force and Energy) w/ CAD and 3D Printing

Unit 2 Description

The field of Classical Mechanics deals with the study of bodies in motion, specifically the physical laws that govern bodies under the influence of forces. In this unit the exploration of motion shifts to the question, "What causes something to move?" The design process that was introduced in the first unit will be refined and enhanced as students are introduced to computer-aided design (CAD); an essential skill engineers need to design and document their work. Through a series of scaffolded experiences, students will investigate Newton's Laws and mechanical work and energy. They will then apply this learning to produce and analyze, using diagrams and physics equations, a 3D printed model of a simple machine. The ideas and assignments developed in unit two will be important for setting the stage for understanding electric motors in unit three.it 2 Description

Unit 2 Key Assignments

A. Newton's Laws

The ability to explain, calculate, and apply force and energy concepts will be essential to students' success in this course. In this assignment, students are building familiarity with these concepts. Students conduct research on Isaac Newton and his Three Laws

of Motion in order to develop a historical context for the study of motion, including the use of free body diagrams to show different forces acting on an object to determine the net force. Students will demonstrate this understanding through a series of practice exercises where they draw free-body diagrams and calculate acceleration and force using F=ma. Online simulations are also used to allow students to observe changes to inputs (ex., mass, force, direction) and outputs (ex., acceleration).

Using the vehicle designed in unit one, data will be collected to find the average force and acceleration.

B. Introduction to CAD/ 3D Printing

This assignment introduces the concept of computer-aided design and its uses as a computer technology for design and design documentation. Students use CAD to draw curves and figures in two-dimensional (2D) space, or curves, surfaces, and solids in three-dimensional (3D) space. In the first activity students measure a circle, draw their circle using a CAD software, add a third dimension to design a cylinder, and finally through a series of exercises, make a simple rotating pulley. Students are also being introduced to additive manufacturing through the use of 3D printers. By researching types of 3D printers and techniques used in 3D printing, students will gain familiarity with additive manufacturing technologie,s including rapid prototyping, materials, resolution, and the possibilities and limitations of the types of 3D printers that are currently available. Students will print the pulley they designed using CAD software for use in the subsequent block and tackle assignment.

C. Block and Tackle

In this activity, teams of students will investigate the physical aspects of a simple multi-part "machine" as a tool that uses energy to perform an intended action or motion. They will build a block and tackle using the pulley designed in the "Intro to CAD" assignment. The goal of the activity is to design and build a block and tackle with a specified mechanical advantage that is capable of lifting a weight. Students will use a force scale to measure the input force and also the distances and directions moved (input and output). From these measurements, students will calculate work and mechanical advantage, ultimately coming to realize that a simple machine is a device that simply transforms the direction or magnitude of a force.

D. Creating a Simple Machine Model using CAD and 3D Printing

Teams of students will apply their understanding of simple machines and CAD to create a working simple machine model (screw, inclined plane, lever, gear, wheel and axle) of their own design. The students need to follow the steps in the design process to generate their model. This model will be drawn in CAD and printed using a 3D printer. The students will display their model to the class in a gallery walk format that will include

having students measure and calculate the mechanical advantage and work of each model. Students will then produce a written peer critique of at least two different models where they evaluate they end-use application.

E. Geneva Wheel

As a culminating assignment, the students will draw and print a working Geneva Wheel, a device that produces intermittent rotary motion through a gear mechanism that transforms continuous rotational input into intermittent rotational output. Through working with gears, students will continue to develop an awareness of the importance of precision and tolerance. Finally, they will appreciate that fabrication "by hand" would involve time, cost and craftsmanship. By utilizing modern engineering technology, students will see the added value of reduced time, lowered cost and increased component precision. To fabricate the Geneva Wheel students will generate three drawings: a base, a crank (input) and a wheel (output), and determine the angles from the number of slots in the wheel. Students will associate Newton's Laws with the motion curves for external slots, and the discontinuity in the acceleration when the drive pin enters and leaves the slot producing an intermittent rotary motion. In addition to the drawing and physical prototype students will also be asked to have a simple technical report that includes key physics and mathematical concepts and calculations related to motion of the Geneva Wheel they designed. The completed Geneva Wheel will be tied in and utilized in the culminating project for unit three.

Unit 3: Robotics with Electricity and Electromagnetism

Unit 3 Description

When we merge electricity and motion, we give birth to robotics. Recent technological innovations have allowed access to open-architecture products, generating new solutions to local problems and a new generation of inventors who are producing microprocessor-controlled, semi-autonomous, or fully autonomous, servo-based devices to accomplish tasks previously unimaginable. In this unit, students will unite key physics principles, related to electricity and electromagnetism, with robotics; ultimately leading to the design and fabrication of a robotic device that can deliver multiple objects across a teacher-designed course.

Unit 3 Key Assignments

A. Crafting the Device Chassis (Design and Build)

In this assignment, students are designing a robot that will be capable of carrying objects of various sizes and weights through a course of multiple turns. To accomplish this, students must accurately parse a specification (in this task, the exact challenge parameters and rules are determined by each teacher). Once key characteristics are isolated, students use 3D modeling software to generate a digital sketch of a device chassis. It is recommended that students use industry-standard drivers and handheld fastening tools to construct the device according to the submitted design. As the students build the chassis of the robot, they also need to apply physics concepts

learned in earlier units, including weight, friction, speed and acceleration, mechanical advantage, work, and torque. Once the initial prototype is fabricated, students provide an oral presentation of their chassis using scaled drawings and field oral/written peer critique. Presenters use Newton's Laws of motion to argue the superiority of their design by identifying relationships between design parameters and how the device implements production efficiency, accelerates using mechanical advantage, and balances the mechanical stress of each union.

B. Testing the Prototype

Students evaluate the quality assurance (QA) component of the design process as it relates to data collection and analysis of a manufacturing cycle by publishing a Quality Control report. Using diagnostic tools within a product's Integrated Development Environment (IDE) or service program, students ensure all components are connected and operate as expected. Additional tests include alternative circuit designs (ranging from adding or reducing resistance to relay operation); and system power consumption with an emphasis on reducing the instantaneous current demand (where students clearly delineate the difference between instantaneous and stabilized current) created by component activation. The students produce a report that includes tabular data and digital images to authenticate product testing, including the impact of torque (calculations must be evident). Critical load areas of the design are analyzed by comparing pre- and post-use images of the structural component connections. The manufacturing report will also include inspection stamps, full-color images of each structural joint, a brief summary of the manufacturing process, and recommended changes for a future revision. Any changes to the original design must be articulated using as-built/revised drawings.

C. Coding the Robot

Coding allows engineers to manipulate components to exert a change of state on a device. In this assignment, students will learn how to code their robotic device using industry-standard methodologies and a hardware-defined language. First, students produce pseudo-code (a flowchart) to articulate programmatic operation. The flowchart is the foundation for generating the code used by the device. This flowchart can also be used as a recording document for diagnostic data produced during testing. Within an IDE, students generate a fully documented (comments at each line) computer program using more than two variables, loops, and/or arrays to manipulate a servo-based device. Students synthesize the basic necessities of a device/processor-specific program, including definitions, classes, constants, and variables with each annunciated using device-specific nomenclature.

Integrated instruction focused on light and sound wave models helps finitely limit the range of data produced by IR and Sonar sensors, which are identified at specific I/O ports. Instruction in data storage methodologies is essential to ensure students have a

range of storage options available for programming. Students will produce code to analyze input data, eventually leading to specific navigation sequences and the monitoring of components to ensure continued robot operation.

D. Analyzing Circuits

This assignment draws on fundamental physics principles in electricity and electromagnetism to allow students to analyze component circuitry and input/output data. By the end of this unit, students will have a dynamic device ready to move a payload most efficiently - one which autonomously reacts to its environment using electrical data to adapt to changing tasks. Students will collect data through a variety of tests and address the redesign step in the engineering design cycle to ensure the device performs optimally. Using Ohm's law (V=IR) and the equations for electric power (P=IV), students measure and calculate power consumption and its impact on device performance. Further, using varied loads and plotting current demand, students compare the overall system power capacity under multiple scenarios, including low and high-load states (e.g., 10g load versus a 100g load). Students use data collection and analysis to drive alternative methodologies.

Students will research electromagnetism and differences between motor and servo operations, which will provide the foundation for data-based prediction and use of I/O data-driven class methods. Students will then determine the components needed to perform the final navigation task of this unit, e.g., integration of the Geneva Wheel as a payload locking/unlocking device. The design process should ultimately guide students through the steps of building, testing, redesigning, and finally demonstrating the finalized device to move the specified payloads (varying in weight and/or dimension) throughout a teacher-defined course in an autonomous state.

Unit 4 : Maker Challenge

Unit 4 Description

The final unit of *Physics and Engineering: Motion by Design* is a student-designed capstone project that serves as a summative assessment of the physics and engineering principles developed throughout the year-long class. In this "Maker Challenge," students will work in teams to design and build, or significantly repurpose, a product that will solve a problem, need, or want. As part of the culminating "Maker Challenge," students will identify physics principles as they exist in the world and implement principles of the engineering process that include collaboration, research and analysis, problem-solving skills, and design solutions. The following are suggested competition parameters:

RULES AND CONSTRAINTS:

- Product must be an original creation designed specifically for the Maker Challenge

- Must identify physics and engineering concepts within the design solution
- The project must make use of 3D modeling software and 3D printed parts
- A prototype must respond autonomously and selectively through a microprocessor-controlled architecture (example Arduino) to a particular condition or situation (example: response to light, sound, etc). This response should include either linear or rotational motion to produce a mechanical output.
- Participants must be in teams of 2 – 5 members.

DELIVERABLES:

- Physical Prototype (must include 3D printed parts and an integrated microprocessor)
- Product/Project Description - Digital Content
- Tri-fold Presentation Board (see specifications)
- Demonstration video of no more than 2.5 minutes (submitted via YouTube/SchoolTube)

Unit 4 Student-Designed Capstone Project

A. Research and Development

Earlier in the course, students practiced various techniques for idea generation (ex., divergent and convergent tools). In the Maker Challenge, students will be asked to use these techniques to generate a proposal for their maker project. The prompt is specifically open-ended to allow for the expression of 21st-century skills, including creativity, collaboration, critical thinking, and communication. Based on their proposal, students will conduct research on feasibility, costs, history of the issue, contributing factors, urgency, current technologies in use (what is currently being done to address the issue), and explain how it connects to the principles of physics learned in the previous units.

The brainstorming activity will be an exercise applying divergent and convergent thinking. The improvisation step will be collecting five random items and encouraging the students to come up with several different uses for them. (Ex. a pen could become a warrior's sword or a coffee cup could be a megaphone). The second step will be word association. In divergent thinking, students will write down words (Ex. nouns, verbs, adjectives, etc) and put them in different buckets. They will then pull one word from each bucket and create a sentence. The objective is quantity. In the convergent thinking, students will select the best ideas, check their objectives, and improve the ideas they selected. The objective **is quality.**

B. Design, Build, Test

Using the iterative design cycle developed in the course, student teams will design and build a working prototype that conforms to the parameters identified above. Students

will test the functionality of the product against industry standards, and based on the initial round of test results, student groups will redesign their devices. The final maker products will be assessed using a rubric for quality and innovation.

C. Final Presentation

Students will showcase their maker challenge products through a video pitch, a working physical prototype, and a three-sided technical display. This technical display includes four major components: 1) an introduction to the problem being addressed, 2) an explanation of the physics principles involved, 3) design specifications and technical drawings (including 3-view and isometric representations, preferably CAD-rendered) 4) testing results and justifications of changes made to the device (based on initial testing)

Course Materials

Primary Texts:

- District Approved Physics Text
- District Approved Engineering Text

Supplemental Instructional Materials:
(Click on Hyperlinks Below for More Details with Curriculum, Instruction and Lessons)

- Physics Classroom
- PHET Interactive Simulations
- Robotpark Academy
- Engineering Curriculum for K-12 Teachers
- Robotic Devices
- NEXT Generation Science Standards CLICK HERE

Optional 3D Design Software:

- Sketchup
- AutoCad
- Solidworks

Course Resources

Overview Course Content Course Materials Related Resources

Access lesson planning materials made by teachers teaching the course. From here, you can copy any document (or download the entire Google Folder) to modify the curriculum for your students and your teaching style.

These materials were initially compiled/developed by 2016-17 UCCI Course Resources Development Grantee, Mark Bowie, Engineering Teacher at El Modena High School, Orange USD.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **RATIFY OROSI HIGH SCHOOL'S NEW COURSE – COED PHYSICAL EDUCATION 2: DANCE ELEMENTS AND INTERPRETATION**

ATTACHMENTS: **COURSE OUTLINE**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board ratification is a course outline for new high school course: Coed Physical Education 2: Dance Elements and Interpretation. This course will serve as an alternative to the second year of Physical Education required for graduation. The course will be classified as elective credit which has been designed to promote physical fitness, creativity, and student engagement. Funding for the additional staff and materials will be provided through Proposition 28.

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.**
- [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 ratify Orosi High School's new course – Coed Physical Education 2: Dance Elements and Implementation.**

PROPOSED ACTION: **RATIFY**

Item #: 49

COED Physical Education: Dance Elements & Interpretation

Course Description

This elective course is designed as a two-semester introduction that provides students with a foundation in physical education and dance. Students will begin to develop technical strength, fitness, endurance and flexibility through the basic skills of ballet, tap, jazz, folk-ethnic and creative (modern) movement. Elements of dance history, genre, terminology, critical analysis and performance will be covered. Students will gain knowledge in various health and nutrition topics for lifelong learning.

GRADE LEVELS: 9th - 12th
LENGTH YEARLONG: (2 semesters)
PE ELECTIVE in 2025-2026

- NOT UC/CSU A-G Approved
- Does not replace year 1 of PE requirements

UC/CSU A-G "F" CREDIT in 2026-2027

CALPADS TITLE:	**Dance Elements and Interpretation**
CALPADS #:	**7230**
CALPADS SECTOR:	**Arts Media and Entertainment**
CALPADS PATHWAY:	**Performing Arts Pathway (112)**
	Dance/Choreography (Sub-Pathway 112A)

COURSE CLASSIFICATION: Introduction to Dance

CTE COURSE SEQUENCE FOR CCI COMPLETION: (Effective 2026-2027)

- **Dance Elements & Interpretation (Cal Pads# 7230)**
- **Dance II (Cal Pads #7231)**
- **Dance III (Cal Pads #7232)**

Movement Focus

- Demonstrate advanced knowledge and skills in two or more dance activities, at least one from each category:
- Demonstrate expertise in dance and its variety of elements.
- Analyze and evaluate the interrelationship of biomechanical principles and strategies.
- Create and/or modify a practice/training plan based on evaluative feedback.
- Practice in a real-world setting.

Fitness Focus

- Participate in dance activities that improve health-related fitness
- Analyze the effects of these activities on personal fitness
- Improve or maintain physical fitness levels to meet the principles of exercise

- Explain the relationship between participation in dance and health.

Social Focus

- Self-responsibility: Evaluate changes in self-responsibility as skill-level activities improve; design a personal fitness program for home or gym consistent with one or more dance related activities.
- Social interaction: Modify an activity for a child, an elderly person or an individual with disabilities; analyze the role of social interaction in the successful participation in and enjoyment of dance-related activities.
- Group dynamics: Perform and evaluate leadership assignments and roles at a high level in one or more of the above dance-related activities.

COURSE GOALS

Upon completion of this yearlong course, students will:

1. **Develop Physical Fitness and Technical Strength**
    - Build cardiovascular endurance, muscular strength, flexibility, and coordination through daily warm-ups, conditioning, and dance exercises.
    - Demonstrate understanding of safe movement, proper technique, and injury prevention consistent with health-enhancing lifelong physical activity.
2. **Master Foundational Dance Skills Across Multiple Genres**
    - Acquire and refine basic skills in ballet, tap, jazz, folk/ethnic, and creative (modern) dance, including appropriate terminology, technique, and musicality.
    - Execute dance routines and movement phrases individually and in groups, showing both technical proficiency and expressive qualities.
    - Develop technical and expressive dance skills to develop self-confidence, spontaneity, and creativity.
3. **Understand Choreography and Creative Expression**
    - Apply elements of dance (space, time, energy) to create original choreography and problem-solve through movement.
    - Collaborate effectively with peers in the choreographic and performance process.
4. **Explore Dance History and Cultural Relevance**
    - Develop an appreciation, knowledge, and understanding of human diversity by examining dance forms in a historical, cultural, and social context
    - Identify major genres, styles, and influential dance figures.
    - Reflect on how dance serves as an expressive art form in diverse communities.
5. **Engage in Critical Analysis and Reflection**
    - Develop skills to observe, critique, and analyze dance performances using appropriate vocabulary and criteria.

- Reflect in writing and discussion on personal progress, dance works, and peer performances, demonstrating growth in critical thinking.

6. **Promote Health, Wellness, and Lifelong Learning**
   - Integrate knowledge of nutrition, injury prevention, stress management, and positive lifestyle habits to support a healthy body and mind.
   - Set and monitor personal fitness, dance, and wellness goals with ongoing self-assessment and adaptation.
7. **Demonstrate Collaboration, Communication, and Respect**
   - Exhibit teamwork, leadership, and effective communication during class, rehearsals, and performances.
   - Show respect for oneself and others, honoring diversity in dance traditions and individual contributions.
8. **Connect dance to personal, academic, and career development.**

These goals ensure that all students:

- Gain core movement competencies,
- Cultivate creative and analytical skills in dance,
- Foster an appreciation for health, diversity, and lifelong activity,
- Meet and exceed California State and VAPA standards for high school physical education and dance.

Standards:
PE Standards
California Arts Standards for Dance (VAPA)

Strands:
Artistic Perception, Creative Expression, Historical and Cultural Context, Aesthetic Valuing, Connections/Applications

Course Outline & Units of Study

Semester 1

Unit 1: Foundations of Physical Fitness and Dance (3 weeks)

- Introduction to PE and dance expectations
- Components of physical fitness: strength, endurance, flexibility
- Principles of safe movement, injury prevention
- Fitness assessments and personal goal setting
- Introduction to dance technique alignment and terminology
- California PE Standards: Standard 1 (motor skills), Standard 3 (fitness assessment), Standard 4 (fitness principles)
- VAPA: 1.1, 1.2 (development of technical skills and artistic perception)

Unit 1: Foundations of Physical Fitness and Dance (3 weeks)

Week	Day	Lesson Objective	Tasks	PE Standard Alignment	VAPA (Dance) Standard Alignment
1		Understand course expectations for PE and dance; introduction to movement.	Syllabus/goals overview, safety, icebreaker movement games.	1.1, 3.1, 4.1	Prof.DA:Pr4.1 (class safe practices), 1.1
2		Define components of physical fitness: strength, endurance, flexibility.	Discussion; movement circuit (push-ups, planks, stretches, cardio).	3.3, 3.4	Prof.DA:Pr5.1 (develop physical skills in dance), 1.1
2		Learn proper warm-up, cool-down, injury prevention.	Group-led warm-ups, teacher demo of safe stretching, discuss injury prevention.	4.4, 3.5	Prof.DA:Pr4.1 (alignment, safety), 1.2
3		Conduct a baseline fitness assessment (pre-test).	Record cardio, strength, flexibility scores using fitness tests.	3.7, 1.3	Prof.DA:Pr5.1 (physical skills), 1.1
3		Reflect on assessment data and set S.M.A.R.T. fitness goals.	Journal reflection, personal goal-setting activity.	3.10, 4.2	Prof.DA:Re9.1 (reflect), 1.2

2	6	Explore dance posture and alignment.	Posture/alignment drills, mirror work, peer feedback.	1.5, 1.6	Prof.DA:Pr4.1 (alignment), 1.1
2	7	Introduction to basic dance terminology.	Learn/demonstrate terms (plié, tendu, jump); movement vocabulary games.	1.6, 3.1	Prof.DA:Cn10.1 (vocabulary), 1.1
2	8	Build fundamental dance skills focusing on strength and balance.	Ballet/jazz balance drills, core exercises, group observation.	3.3, 1.7	Prof.DA:Pr5.1, 1.1
2	9	Learn about endurance and applying it to dance phrases.	Across-the-floor aerobic movement, short combination taught.	3.2, 4.3	Prof.DA:Pr5.1 (muscular endurance), 1.1
2	10	Review and reinforce dance technique, posture, and safety.	Umbrella review session, peer teaching, question/answer.	1.6, 3.5	Prof.DA:Pr4.1 and Pr5.1, 1.2

3	11	Introduction to creative movement for flexibility.	Modern/creative movement improvisation with guided prompts.	4.6, 1.8	Prof.DA:Cr1.1 (improvisation), 1.2
3	12	Apply fitness concepts to dance routine learning.	Learn/deconstruct a short routine; discuss energy and safe execution.	3.8, 1.9	Prof.DA:Cr1.1, 1.1
3	13	Deepen understanding of physical activity for lifelong health.	Health/nutrition mini-lesson, group discussion on habits.	3.10, 4.7	Prof.DA:Cn11.1 (personal health), 1.2
3	14	Practice skills demonstration and receive feedback.	Individual/group skills demonstration and critique, journal reflection.	1.1, 5.1	Prof.DA:Pr6.1 (perform/receive feedback), 1.1
3	15	Culminating review, goal check, and self-assessment.	Unit reflection, re-set goals, exit tickets.	4.5, 3.10	Prof.DA:Re9.1 (reflection), 1.2

PE Standards

- 1.1, 1.3, 1.5–1.9: Motor skills, movement patterns, safety, injury prevention.
- 3.1–3.10: Levels of fitness, assessment, personal goals.
- 4.1–4.7: Principles of training, health, wellness.
- 5.1: Assess/adjust performance.

VAPA Dance Standards

- 1.1: Demonstrate basic alignment, balance, coordination.
- 1.2: Identify and describe movement vocabulary.
- Prof.DA:Pr4.1, Pr5.1: Demonstrate technical skills, safe practices.
- Prof.DA:Cr1.1: Explore/improvise movement.
- Prof.DA:Re9.1: Reflect and evaluate dance.
- Prof.DA:Cn10.1, Cn11.1: Make connections to health, self, and community.

Unit 2: Ballet Fundamentals (4 weeks)

- Ballet positions, barre work, center floor exercises
- Emphasizing posture, alignment, balance, and coordination
- Terminology (plié, tendu, relevé, etc.)
- Development of flexibility and core strength
- Short history of ballet and key figures in the genre
- VAPA: 2.1 (dance vocabulary), 3.1 (historical/cultural context)
- PE: Motor skills (Standard 1), Movement concepts (Standard 2)

Unit 2: Ballet Fundamentals (4 Weeks)

Week	Day	Objective	Tasks	PE Standard Alignment	VAPA Standard Alignment
1		Introduction to ballet, its history, and key figures.	Discuss ballet origins; view short video on key figures (e.g., Petipa, Pavlova).	PE 2.1, 1.13	3.1 (historical/ cultural context)
2		Learn and demonstrate 1st–5th ballet positions of the feet/arms.	Teacher demo; student mirror work; peer feedback.	1.1, 1.3 (motor/movement patterns)	2.1 (dance vocabulary), 1.1
3		Understand correct posture and alignment in ballet.	Posture drills, alignment exercises at barre.	1.5, 2.2	2.1, 1.1
4		Practice demi-plié and tendu at barre, focus on safe technique.	Barre work: plié/tendu, correct placement.	1.4, 1.5	2.1
4		Build balance and coordination through changes of position.	Relevé and balance exercises, movement between positions.	1.1, 1.6	2.1

2	6	Review and reinforce feet/arm positions and terminology.	Ballet vocab games; quiz; peer teaching.	1.1, 2.3	2.1
2	7	Expand barre work: add dégagé and rond de jambe.	Teacher demonstrates; students practice at barre.	1.4, 1.13	2.1
2	8	Develop flexibility and core strength for ballet movement.	Stretch routine, floor/core exercises, relate to dance.	3.3, 2.4	2.1
2	9	Apply ballet technique in center floor combination (simple port de bras).	Center work with arm/feet coordination, group observation.	1.3, 1.6	2.1, 2.3
2	10	Practice coordination and spatial movement in ballet walks/skips.	Across-the-floor ballet walks, chassés, focus on style.	1.6, 1.7	2.1
3	11	Explore and practice sauté (simple jumps) in 1st/2nd positions.	Barre and center: small jumps (sauté), landing/cushioning.	1.1, 1.4	2.1

3	12	Combine plié, tendu, and relevé into a center sequence.	Create/rehearse short combination; use ballet terminology.	1.1, 2.2	2.1, 2.3
3	13	Analyze posture/alignment in video or peer demonstration.	Observation checklist; constructive feedback in journals.	2.5, 5.1	2.1, 1.2
3	14	Choreograph a short phrase using learned positions/movements.	Choreography in small groups, perform, peer feedback.	1.13, 2.4, 5.1	2.1, 2.3, 1.2
3	15	Reflect on progress; vocabulary and technique check.	Oral/written review, Q&A, revisit goals.	4.5, 5.2	2.1, 1.2
4	16	Introduce simple center adagio sequence (slow, controlled).	Practice slow combinations, stress balance/alignment.	1.6, 2.1	2.1
4	17	Revisit history: major ballet eras/styles (class discussion).	Presentation/research, reflection linking history to practice.	2.1	3.1
4	18	Group rehearsal: full barre and center routine for assessment.	Practice sequence as ensemble, give/evaluate feedback.	1.1, 2.6, 5.1	2.1, 1.2
4	19	Skills demonstration: perform routine individually/in groups.	Formal assessment, rubric-based feedback.	1.1, 2.1, 5.1	2.1, 2.3, 1.2
4	20	Reflection and self-assessment on unit learning.	Written reflection, set new technique goals.	4.4, 5.2	2.1, 1.2

Standards Alignment Reference

- PE Standard 1: Demonstrate motor skills and movement patterns
- PE Standard 2: Apply movement concepts/principles to learning and performance
- PE Standard 3: Assess and maintain fitness
- PE Standard 5: Self-assessment and performance improvement
- VAPA Dance 2.1: Demonstrate vocabulary of dance movements (feet, arms, positions, balance)
- VAPA Dance 3.1: Explain dance's role in culture/history
- VAPA Dance 1.1, 1.2: Technical skills, artistic perception

Unit 3: Tap Dance and Rhythmic Skills (3 weeks)

- Basic steps: shuffle, flap, ball change, cramp roll, time step
- Coordination between movement and rhythm
- Exploration of musicality and count-based movement
- Tap in American dance history
- VAPA: 2.3 (creating dance studies), 3.2 (history and context)
- PE: Rhythmic skills and movement (Standard 1.18)

Unit 3: Tap Dance and Rhythmic Skills (3 Weeks)

Week	Day	Daily Objective	Activities/Tasks	CA PE Standard Alignment	VAPA Dance Standard Alignment
1		Introduce tap dance, shoes, and tap history in America.	Discuss tap origins and key figures (e.g., Bill "Bojangles" Robinson, Savion Glover); video analysis.	3.1 (participate in activity), 2.1 (movement concepts)	3.2 (history/context), 2.3 (introduction)
1		Recognize and demonstrate core tap terminology: shuffle.	Learn/demonstrate shuffle with counts; echo and call/response.	1.18 (perform rhythmic/patterned movement)	2.3 (create short shuffle pattern)
2		Demonstrate flap with musicality and correct timing.	Practice flaps at various tempos; peer/teacher feedback on rhythm.	1.18, 2.1 (timing in response to beat)	2.3
2		Combine shuffle and flap in sequences to counts and music.	Short phrase combinations; movement to different musical tracks.	1.18 (apply rhythmic movement)	2.3
3		Build listening skills and rhythmic coordination through tap games.	Rhythm copycat, clapping patterns, movement games.	1.18, 2.1	2.3

2	6	Learn and practice the ball change and cramp roll.	Demonstrate steps, then build short sequence and repeat.	1.18, 2.1	2.3
2	7	Explore musicality—count music in 8s and match tap steps to counts.	Use music, tap to varied tempos, and count aloud; rhythmic dictation.	1.18 (movement to music), 2.1	2.3
2	8	Integrate learned steps: shuffle, flap, ball change, cramp roll.	Choreograph small group tap "study"; rehearse and share.	1.18 (create rhythmic routine)	2.3
2	9	Introduce and drill the time step; discuss its tap legacy.	Learn/break down time step, drill with music; note its use in tap history.	1.18, 3.2	2.3, 3.2

2	10	Peer teaching: groups teach each other a learned step/phrase.	Group rehearsals, perform switch; peer/teacher feedback.	1.18, 5.1	2.3
3	11	Practice transitions between steps in a continuous sequence.	Combine all learned steps into 32-count phrase; run-throughs.	1.18, 3.1	2.3
3	12	Refine rhythm and performance—work on energy/style.	Layer in dynamics, facial expression, and sync with music.	1.18, 1.1	2.3
3	13	Analyze tap videos for rhythm, technique, and sync.	Watch/critique professional tap; compare styles and rhythms.	3.2 (analyze), 2.1	3.2
3	14	Rehearse and revise group tap studies for performance.	Collaborative rehearsal, peer critique, group adjustments.	1.18, 5.1	2.3
3	15	Perform and reflect on group tap routines, self-assess musicality and skills.	Group performance; written reflection; goal reset.	1.18, 5.2	2.3, 3.2

PE Standard 1.18 (High School)

- "Perform rhythmic sequences related to dance routines and patterns (can include folk, tap, ribbon, or line dance)."
  Additional PE Standards:
- 2.1: Apply movement concepts and principles
- 3.1/3.2: Assess and maintain fitness (by participating in and sustaining dance activity)
- 5.1: Assess and adjust performance

VAPA Dance Standard 2.3:

- "Create movement studies that demonstrate rhythm, pattern, and musicality."
  VAPA Dance Standard 3.2:
- "Discuss and analyze the context, history, and development of dance

Unit 4: Jazz Dance: Technique and Style (4 weeks)

- Jazz isolations, across-the-floor drills, simple routines
- Incorporating fitness: aerobic movement, stamina
- Jazz terminology (pas de bourrée, jazz square, etc.)
- Origins and evolution of jazz dance; key choreographers
- VAPA: 2.1 (technical skill), 3.1 (context), 1.3 (expressive elements)
- PE: Aerobic fitness, movement patterns (Standards 1, 3)

Unit 4: Jazz Dance—Technique and Style (4 weeks)

Week	Day	Daily Objective	Activities/Tasks	CA PE Standards Alignment	VAPA Dance Standards Alignment
1		Introduce jazz dance: overview of genre, origins, and major choreographers.	View/Discuss jazz dance videos; timeline; class brainstorm on jazz traits.	2.1 (movement concepts); 1.13 (genre patterns)	3.1 (history/context)
2		Learn and demonstrate head, shoulder, rib cage, and hip isolations.	Teacher demo; student mirror practice; partner feedback.	1.2, 1.13 (movement skills/isolations)	2.1 (technical skill); 1.3 (expressive movement)
2		Build aerobic fitness via jazz warm-ups and traveling steps.	Cardio warm-up; jazz walks/skips/leaps across-the-floor drills.	3.3 (aerobic fitness), 1.3 (locomotor movement patterns)	2.1, 1.3
3		Demonstrate jazz terminology: chasse, pivot turn, jazz square.	Learn/call out terms; repeat with rhythm and music.	1.13, 1.2	2.1 (dance vocabulary), 1.3
4		Perform simple jazz routines, focusing on movement quality and style.	Practice teacher-choreographed combo; emphasize levels and dynamics.	1.2, 3.3	2.1, 1.3

2	6	Strengthen stamina and movement by building complex across-the-floor patterns.	Combine jazz walks/leaps/turns; timed endurance challenge.	1.2, 3.3	2.1
2	7	Practice pas de bourrée and turns (spotting/alignment focus).	Drill technique; teacher cues corrections; peer modeling.	1.2, 1.3	2.1, 1.3
2	8	Explore rhythm and syncopation in jazz dance.	Create body percussion/jazz combo; practice dancing on and off the beat.	1.13, 1.2	2.1, 1.3
2	9	Learn about jazz musicality and expressive movement qualities.	Practice phrase variations (sharp/smooth, fast/slow); peer video observation.	1.3, 1.5	2.1, 1.3
2	10	Develop flexibility and core strength via floorwork/conditioning.	Jazz stretch circuit; core training with links to dance performance.	3.3 (fitness), 1.13	2.1
3	11	Combine isolations, steps, and routines with expressive style.	Rehearse multi-part combination; focus: dynamic range/energy.	1.2, 1.13	1.3, 2.1

3	12	Review jazz terminology and choreograph short group studies.	Jazz term review game; group create and teach 16-count phrases.	1.1, 1.2, 1.13	2.1, 2.3 (create dance studies), 1.3
3	13	Explore historical/social impact of jazz dance in America.	Mini-research/presentations: jazz styles & key figures (e.g., Katherine Dunham, Bob Fosse).	2.1, 3.1	3.1 (context/history)
3	14	Layer in aerobic elements—endurance in longer routines.	Extended practice; review heart-rate safety and pacing.	3.3, 1.13	2.1
3	15	Group rehearsal: refine routines for accuracy, style, and expression.	Full run-through with peer/instructor critique; video feedback.	1.13, 3.3	1.3, 2.1
4	16	Synthesize jazz vocabulary in a complete teacher-choreographed piece.	Dress rehearsal; focus on shape, space, and musicality; individual goal check.	1.2, 1.13, 3.3	2.1, 1.3
4	17	Practice and critique expressive performance, focusing on facial/physical expression.	Peer feedback using rubric (energy, dynamics, style).	1.2, 3.1	1.3, 2.1
4	18	Final rehearsal; adjust routines based on feedback.	Self & peer video review; correct technique/errors; mini-journals.	1.2, 3.3, 5.1	1.3, 2.1, 2.3
4	19	Evaluate and perform jazz routines for assessment.	Perform in class with scoring rubric; written self-reflection.	1.2, 3.3, 5.1	1.3, 2.1, 2.3
4	20	Reflect on jazz unit growth, knowledge, and skills; set future goals.	Group discussion; final written reflection and terminology quiz.	5.2 (reflection), 3.1	2.1, 1.3, 3.1

Standards

PE Standard 1: Demonstrate motor skills/movement patterns (e.g., 1.2, 1.13)
PE Standard 3: Assess & maintain aerobic capacity and fitness (e.g., 3.3)
PE Standard 5: Assess and adjust performance (5.1, 5.2)
PE Standard 2.1, 3.1: Understand movement concepts & history
VAPA 2.1: Demonstrate technical skill in dance
VAPA 1.3: Expressive movement qualities
VAPA 2.3: Create dance studies/choreography
VAPA 3.1: Understand historical, social, and cultural context

Unit 5: Folk and Ethnic Dance (3 weeks)

- Introduction to international folk dances (e.g., Mexican folklórico, African, Asian, and European dances)
- Analysis of cultural context, tradition, and community
- Learning, performing, and discussing historical significance
- VAPA: 3.1, 4.1 (understanding cultural dimensions of dance)
- PE: Locomotor skills, body/spatial awareness

Week	Day	Daily Objective	Activities/Tasks	CA PE Standards Alignment	VAPA Dance Standards Alignment
1		Introduction to International Folk Dances Students will identify and describe characteristics of Mexican folklórico, African, Asian, and European folk dances. Demonstrate basic locomotor skills (walking, hopping, galloping, sliding) and body/spatial awareness in folk dance movements. Recognize personal and general space while moving in groups.	Warm-up with locomotor movement exercises. Presentation/ video introduction of folk dances from diverse cultures. Teach foundational dance steps from Mexican folklórico and African dances. Discussion on cultural contexts, traditions, and the role of dance in community.	PE Standard 1.1, 1.3, 1.6: demonstrate locomotor movement and spatial awareness. PE Standard 3.1: participate in physical activities that are enjoyable and challenging.	VAPA 3.1 and 4.1: understanding cultural dimensions and traditions in dance.
2		Learning and Performing Folk Dances Perform learned folk dances focusing on rhythm, timing, and expressive movement. Demonstrate coordination and group formations in dances representing Asian and European cultures. Practice respect for personal and group space during performance.	Review and practice dances introduced in Week 1. Introduce new dance steps from Asian and European folk dances. Small group performances focusing on timing and spatial formations.	PE Standard 1.10, 1.16: travel in various pathways and perform movements to a steady beat. PE Standard 2.1, 2.2: understand movement concepts including personal and general space.	VAPA 3.1 and 4.1: analyze tradition and community significance in dances.

3		**Historical Significance and Discussion** **Analyze and discuss the historical and cultural significance of the dances learned.** **Reflect on dance as a medium for cultural expression and community identity.** **Demonstrate continued physical skills through dance performance and group discussion.**	**Student presentations or research summaries on historical context of dance forms.** **Group discussion on cultural symbols, traditions and community connections in dance.** **Final performance combining elements from multiple folk dances.**	**PE Standard 3.1: maintain physical fitness through dance participation.** **PE Standard 2.3, 2.4: use body management and movement strategy knowledge in physical activities.**	**VAPA 3.1 and 4.1: synthesize knowledge of cultural dimensions and traditions in dance.**

Unit 6: Health and Nutrition Foundations
(ongoing; integrated weekly logs, journals, and reflections)

- Basic concepts: nutrition, hydration, energy balance
- Short modules on sleep, stress, hygiene, injury prevention
- California PE Standard 3.2: "Plan a day of healthful balanced meals and snacks designed to enhance the performance of physical activities."

Nutrition Fundamentals

- **Lesson Objectives:**
  - Identify major food groups and essential nutrients.
  - Understand the role of nutrients in energy and performance.
  - Begin planning a balanced meal.
- **Tasks/Activities:**
  - Interactive food group sorting game or digital quiz.
  - Analyze a sample meal for nutrient content and energy value.
  - Meal planning worksheet: Design a balanced breakfast or lunch.
  - Group discussion: Share and compare food traditions from different cultures, linking to students' backgrounds (VAPA cultural integration).

Hydration and Energy Balance

- **Lesson Objectives:**
  - Explain hydration's importance during physical activity.
  - Understand and calculate energy balance.
  - Incorporate hydration into nutrition planning.
- **Tasks/Activities:**
  - Demonstration: Measuring hydration levels (e.g., urine color chart).
  - Calculate estimated daily calorie needs using simple formulas.

- Hydration tracking log for one day.
- Create a sample hydration plan around physical activity.

Sleep and Stress Management

- **Lesson Objectives:**
  - Describe how sleep affects physical performance.
  - Identify stress and coping strategies.
- **Tasks/Activities:**
  - Sleep diary/log for 2-3 nights, followed by class reflection.
  - Stress identification worksheet: Recognize physical and emotional signs.
  - Guided relaxation or breathing exercises.
  - Small group role-play to practice stress management techniques.

Hygiene and Injury Prevention

- **Lesson Objectives:**
  - Understand hygiene and the importance in physical activity.
  - Identify common injuries and prevention strategies.
- **Tasks/Activities:**
  - Personal hygiene checklist and habit-building plan.
  - Injury prevention demonstration: Proper warm-up/cool-down routines.
  - Case study analysis of common sports injuries.
  - Create posters or digital presentations on injury prevention tips.

Integrated Healthful Day Planning

- **Lesson Objectives:**
  - Develop a comprehensive day plan for meals, hydration, sleep, stress, and physical activity.
  - Reflect on cultural influences and holistic wellness.
- **Tasks/Activities:**
  - Use a planning template to create a daily schedule integrating all units learned.
  - Peer reviews and feedback sessions on day plans.
  - **Class discussion on how cultural backgrounds shape health habits (VAPA focus).**
  - **Final presentation: Share personal health and nutrition plans with rationale.**

California's PE Standard 3.2
VAPA 3.1, 4.1. It builds student skills in planning, monitoring, and understanding health through physical activity and cultural perspectives.

Semester 2

Unit 7: Creative/Modern Dance (6 weeks)

- Modern dance fundamentals: fall/recovery, contract/release, improvisation, floor work
- Choreography basics: motif, theme, phrase, structure
- Expression and creative problem-solving through movement
- Key artists (Martha Graham, Alvin Ailey, etc.)
- VAPA: 2.3 (original dance sequence), 1.2 (personal artistic expression)
- PE: Standard 1.18, 2.5 (designing routines to music)

Unit 7: Creative/Modern Dance (6 weeks)

Week	Day	Lesson Objectives	Activities and Tasks	PE Standards Alignment	VAPA Standards
1		Introduce modern dance concepts: fall/recovery and contract/release.	Movement exploration and partner exercises	PE 1.18	VAPA 1.2
2		Practice improvisation and floor work techniques emphasizing personal expression and body awareness.	Improvisation labs and journaling movement feelings	PE 1.18	VAPA 1.2
3		Learn choreography basics: motif, theme, phrase, and structure. Begin creating short motifs.	Guided motif creation and peer sharing	PE 2.5,	VAPA 2.3
4		Continue motif development into longer phrases and explore dance structures.	Phrase assembly workshops	PE 2.5	VAPA 2.3

5		Study key modern dance pioneers (Martha Graham, Alvin Ailey); analyze style and influence; reproduce signature movements.	Video analysis and technique practice		VAPA 1.2
6		Create and perform original dance sequences using learned techniques and choreographic tools.	Choreography rehearsal and performance	PE 1.18, 2.5;	VAPA 2.3

Focus:
Modern dance fundamentals (fall/recovery, contract/release, improvisation, floor work), choreography basics (motif, theme, phrase, structure), expressive/creative movement, key artists (Martha Graham, Alvin Ailey).

VAPA Standards: 2.3 (original dance sequence), 1.2 (personal artistic expression)
PE Standards: 1.18 (perform fundamental movement skills in dance), 2.5 (design routines to music)

Unit 8: Dance Performance and Critical Analysis (5 weeks)

Unit 8: Dance Performance and Critical Analysis (5 weeks)

- Preparing and rehearsing group and solo projects
- Peer and teacher feedback (VAPA: Critical Perception and Response 4.1–4.3)
- Dance performance etiquette and appreciation
- Attending and analyzing live/recorded performances (written and oral response)
- PE: Movement application, psychological concepts (Standard 5)

Week	Day	Lesson Objectives	Activities and Tasks	PE Standards Alignment	VAPA Standards
1		Plan personal/group performance projects; establish rehearsal schedules.	Project planning and goal-setting	PE 5.1	VAPA 4.1
2		Rehearse solo and group dances, focusing on technique, timing, and expression.	Peer observation and coaching	PE 5.1	

3		Provide and receive peer and teacher feedback, focusing on constructive criticism.	Feedback circles and written critiques		VAPA 4.2
4		Learn and practice dance performance etiquette and audience behaviors.	Etiquette role-play and reflective discussion		VAPA 4.3
5		Attend/analyze live or recorded performances; write and orally present critical responses.	Field trip or in-class viewing; critique presentations	PE 5.1	VAPA 4.1, 4.2, 4.3

Focus: Preparing and rehearsing group/solo projects, peer and self-reflection, dance etiquette, appreciation, live/recorded performance analysis.

VAPA Standards: Critical Perception and Response 4.1–4.3
PE Standards: Movement application and psychological concepts (Standard 5)

Unit 9: Integrated Fitness and Conditioning
(To be embedded throughout the yearlong pacing in all units of study)

- Ongoing work on cardiovascular fitness, flexibility, core strength, and muscular endurance
- Dance-specific conditioning routines and injury prevention
- PE: Regular assessment and tracking of personal fitness (Standard 3)

Frequency	Lesson Objectives	Alignment to PE Standards	Activities and Tasks
Weekly	Assess and track personal cardiovascular fitness, flexibility, and muscular endurance progress.	PE Standard 3	Skill introduction, personal goal setting, awareness of fitness components Fitness testing, personal fitness journals, dance warm-ups, guided flexibility drills, core bodyweight exercises
Bi-weekly	Design and complete dance-specific conditioning routines targeting core strength and injury prevention.	PE Standard 3	Pilates, yoga, resistance exercises, warm-up drills, Guided flexibility drills, core bodyweight exercises, dance routine workouts,

Ongoing	**Educate students on injury prevention strategies through discussion and practice.**	**PE Standard 3**	Injury prevention workshops and safe movement practice

Daily Lesson Components (Integrated Throughout the Year)

- Warm-Up (5-10 mins): Cardiovascular/mobility warm-up specific to daily focus (e.g., dynamic stretch, light jog, dance warm-up)
- Skill/Conditioning Activity (20 mins): Targeted cardiovascular, muscular endurance, core, or flexibility activity aligned with unit goals
- Fitness Assessment/Tracking (5-10 mins): Use FITNESSGRAM® elements or self-assessment tools to document and reflect progress
- Cool-Down (5 mins): Static stretching and relaxation emphasizing injury prevention and flexibility maintenance

Unit 10: Dance and Physical Education Portfolio & Project (3 weeks)

- Assembly of a portfolio: fitness logs, choreography notes, research on dance history/genres, and self-assessment
- Research project on a dance genre, historical figure, or current health/nutrition issue
- Presentation and reflection

Week	**Lesson Objectives**	**Alignment to PE Standards**	**Alignment to VAPA Standards**	**Activities and Tasks**
1	Introduce unit goals, portfolio components, and assessment rubric Begin assembling portfolio sections: fitness logs, choreography notes, self-assessment Introduce research project options: dance genre, historical dance figure, or health/nutrition topic relevant to physical education/dance Teach research skills (source evaluation, note-taking) aligned with CResearch Project	Standard 3	Dance Technique and History	Begin fitness logging: students record recent effort/intensity Introduce choreography, physical activities, and reflect on note-taking based on recent/daily dance routines Self-assessment introduction: students evaluate personal fitness and dance skills (strengths, growth areas) Research project brainstorming and selection of topic

2	Development & Portfolio Expansion Objectives: • Conduct in-depth research, compile organized notes for project • Continue adding to the portfolio: updated fitness logs, choreography reflections, revised self-assessments • Draft research report or presentation outline • Link research to physical education and dance standards			Research skills session: how to find credible sources, annotate texts, organize information Begin collecting preliminary research notes Collect and organize information; write an outline. Peer sharing of research topics and initial notes Teacher feedback on portfolio progress and research direction
3	Presentation, Reflection & Portfolio Submission Objectives: • Choose a research topic related to dance genre, historical figure, or health/nutrition. • Finalize research project and portfolio components • Deliver oral/presentation component aligned to standards • Reflect on personal growth in fitness and dance skills • Begin drafting research project presentation. • Submit a complete portfolio for assessment	California Physical Education standards that emphasize motor skills, fitness knowledge, and psychological and sociological aspects of physical activity	VAPA dance standards which focus on choreography, dance history, and artistic expression.	Peer feedback on presentation content and delivery. Compile fitness logs, choreography notes, research report, and self-assessment reflections. Formal presentations to class. Write a reflection on project processes, dance learning, and fitness progress. Submit portfolio; final fitness self-assessment. Portfolio presentation to teacher; closing group activity focusing on goal setting for future dance/PE activities.

Assessments:

- Skills demonstration (individual and group)
- Choreography projects
- Fitness and flexibility tests
- Written reflections and analysis
- Participation and collaboration
- Research portfolio

Textbooks & Resources:

- District Approved Text
- California Standards in Physical Education CLICK HERE
- VAPA Standards CLICK HERE

Portfolio Assembly and Research Project Essential Elements Checklist

Component	Description	Criteria Checklist
Topic Selection	Clear identification of a focused dance genre, historical figure in dance, or health/nutrition issue related to PE/dance.	☐ Topic is relevant to dance or physical fitness. ☐ Clearly stated and focused for research.
Research Depth & Sources	Use of multiple credible sources (books, articles, reputable websites) to support the topic.	☐ At least 3 credible sources cited. ☐ Sources are varied and reliable.
Historical/Cultural Context	Explanation of the historical background or cultural significance (if applicable).	☐ Provides historical or cultural background. ☐ Connects to dance or health education.
Content Accuracy	Facts and information are accurate, current, and relevant.	☐ Information is factual and up to date. ☐ Avoids inaccuracies or misconceptions.
Analysis & Connection	Insightful explanation of how the topic relates to dance technique, fitness, or health.	☐ Explicitly links research to physical education/dance concepts. ☐ Includes critical thinking/analysis.

Organization & Clarity	Well-organized, easy to follow with logical flow of ideas.	☐ Clear introduction, body, and conclusion. ☐ Uses headings or sections appropriately.
Visuals/Supportin g Material	Inclusion of relevant images, charts, or videos that support the research topic.	☐ Uses relevant visuals. ☐ Visuals enhance understanding of topic.
Citation & Bibliography	Properly formatted citations and bibliography in MLA or APA style.	☐ All sources cited. ☐ Bibliography is complete and formatted correctly.

Presentation Components with Descriptions and Checklist

Component	Description	Criteria Checklist
Content Accuracy	Presentation includes accurate information that reflects research project.	☐ Information matches research findings. ☐ No factual errors.
Clear Objective & Introduction	Presentation clearly states the purpose and previews key points.	☐ States objectives clearly. ☐ Provides overview of presentation content.
Organization & Flow	Information is presented logically with smooth transitions between topics.	☐ Clear, logical sequence. ☐ Effective transitions between points.
Delivery & Engagement	Presenter speaks clearly, maintains eye contact, and engages the audience.	☐ Clear tone and volume. ☐ Engages audience (eye contact, enthusiasm).
Use of Visual Aids	Uses visuals (slides, images, charts) effectively to support and enhance presentation.	☐ Visual aids are clear and relevant. ☐ Visuals complement spoken content.

Connection to Standards	Presentation relates to California PE and VAPA standards (fitness, dance, health education).	☐ Explicitly references standards in content. ☐ Demonstrates understanding of standards.
Time Management	Presentation fits within the assigned time frame without rushing or dragging.	☐ Presentation within time limits. ☐ Pacing is consistent.
Q&A Handling	Responds confidently and accurately to audience questions.	☐ Answers questions thoughtfully. ☐ Demonstrates mastery of topic.

Self-Assessment Reflection Essential Components

Component	Description	Criteria Checklist
Personal Fitness Reflection	Honest evaluation of individual fitness progress in cardiovascular endurance, strength, flexibility, and muscular endurance.	☐ Assesses own fitness growth. ☐ Identifies areas of strength and areas needing improvement.
Dance Skill Development	Reflection on growth in dance technique, choreography, and conditioning.	☐ Discusses specific dance skills learned or improved. ☐ Describes application in performance.
Challenges and Solutions	Identification of challenges encountered during unit and strategies used to overcome them.	☐ Clearly outlines obstacles. ☐ Explains problem-solving strategies.
Connection to Standards	Reflection connects personal experience to CA PE and VAPA standards.	☐ References relevant standards. ☐ Explains how the unit helped meet these standards.
Goal Setting	Setting realistic and measurable future fitness, dance, or health goals.	☐ Sets specific short- and long-term goals. ☐ Includes actionable steps for improvement.

Learning Insights	Describes new knowledge or perspectives gained about fitness, dance, or health.	☐ Articulates meaningful learning. ☐ Connects theory to personal practice.

Core Skills and Standards Alignment

Domain	Core Skills/Topics	Aligned Standard
Physical Education	Motor skills, fitness, flexibility, health, nutrition	CA PE Standards 1–5
Dance Technique	Ballet, tap, jazz, folk-ethnic, modern/creative	VAPA Dance Standards 1–2
Critical Thinking	Terminology, analysis, peer & self-assessment	VAPA Standards 4, PE Standard 5
Cultural/Historical	Context of genres and movement origins	VAPA 3.1, PE Standard 2
Lifelong Wellness	Health, injury prevention, nutrition, active lifestyle	CA PE Standards 3–4

■

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **APPROVE COURSES FOR ADULT EDUCATION 2025-2026**

ATTACHMENTS: **THE COURSE APPROVAL FOR 2025-2026 FROM THE CALIFORNIA DEPARTMENT OF EDUCATION**

FUNDING SOURCE: **N/A**

DISCUSSION: The following courses have been approved by the California Department of Education to offer at the Cutler-Orosi Adult School for the 2025-2026 school year.

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 Course Approval of Courses for Adult Education 2025-2026.**

PROPOSED ACTION: **APPROVE**

Item #: 51

California Department of Education

Date: July 28, 2025

To: Victoria Guzman
Director
Cutler-Orosi Joint Unified School District
Cutler-Orosi Adult School

CDS:54 - 71860

From: Adult Education Office
Colby Franklin
cfranklin@cde.ca.gov
916–322-2175
Adult Education Office, California Department of Education
Education Programs Consultant

Subject: Course Approval for 2025–26

Your request for approval of the following 131 courses have been received, recorded, and approved for the 2025–26 school year.

Number	Name	Course Outline Year	Study Date
9987	Academic ESL	2025	
7312	Advanced Cabinetry, Millwork, and Woodworking (Capstone)	2025	
7511	Advanced Child Development (Capstone)	2025	
8422	Advanced Emergency Response (Capstone)	2025	
8331	Advanced Entrepreneurship/Self-Employment (Capstone)	2025	
9980	Advanced ESL	2025	
7152	Advanced Forestry and Natural Resources (Capstone)	2025	
7942	Advanced Healthcare Operational Support (Capstone)	2025	
8432	Advanced Legal Practices (Capstone)	2025	
8512	Advanced Operations (Capstone)	2025	
7922	Advanced Patient Care (Capstone)	2025	
8412	Advanced Public Safety (Capstone)	2025	
7342	Advanced Residential and Commercial Construction (Capstone)	2025	
8231	Advanced Welding and Materials Joining (Capstone)	2025	
2403	Algebra 1	2025	
2404	Algebra II	2025	
2230	American Sign Language	2025	
2655	Anatomy and Physiology	2025	
2816	Art Appreciation	2025	
2803	Art History	2025	
9975	Basic Computer Literacy	2025	
2102	Basic English	2025	

2402	Basic Mathematics	2025
9982	Beginning ESL	2025
2603	Biology	2025
2415	Calculus	2025
9978	Career Exploration	2025
2607	Chemistry	2025
4321	Child Development and Guidance	2025
9994	Civic Engagement Elective	2025
9976	College Exploration	2025
9997	Community Access Skills and Functional Academics	2025
2450	Computer Literacy	2025
9991	Computers in the Workplace	2025
4341	Consumer Education	2025
2401	Consumer Mathematics	2025
2707	Current Events	2025
2618	Earth Science	2025
2701	Economics	2025
4342	Economics for Living	2025
9992	Employability and Life Skills I	2025
9990	Employability and Life Skills II	2025
2131	English 10	2025
2132	English 11	2025
2133	English 12	2025
2130	English 9	2025
2198	English Elective	2025
8330	Entrepreneurship/Self-Employment (Concentrator)	2025
9986	ESL MultiLevel	2025
2710	Ethnic Studies	2025
4351	Family and Human Development	2025
4361	Food and Nutrition	2025
2204	French	2025
2823	Fundamentals of Art	2025
9979	General Elective	2025
9983	General ESL	2025
2400	General Mathematics	2025
2611	General Science	2025
2413	Geometry	2025
9972	Government	2025
9995	Government and History (Citizenship Preparation)	2025
2535	Health	2025
9971	Health and Fitness	2025
2910	History/Appreciation of Theater/Film/Video/Media	2025
4391	Individual and Family Health	2025
2425	Integrated Mathematics I	2025
2426	Integrated Mathematics II	2025
2427	Integrated Mathematics III	2025

2408	Intermediate Algebra and Trigonometry	2025
7311	Intermediate Cabinetry, Millwork, and Woodworking (Concentrator)	2025
7510	Intermediate Child Development (Concentrator)	2025
8421	Intermediate Emergency Response (Concentrator)	2025
9981	Intermediate ESL	2025
7151	Intermediate Forestry and Natural Resources (Concentrator)	2025
7941	Intermediate Healthcare Operational Support (Concentrator)	2025
8431	Intermediate Legal Practices (Concentrator)	2025
8511	Intermediate Operations (Concentrator)	2025
7921	Intermediate Patient Care (Concentrator)	2025
8411	Intermediate Public Safety (Concentrator)	2025
7341	Intermediate Residential and Commercial Construction (Concentrator)	2025
8230	Intermediate Welding and Materials Joining (Concentrator)	2025
2705	International Studies	2025
7300	Introduction to Building and Construction Trades	2025
7400	Introduction to Business and Finance	2025
7310	Introduction to Cabinetry, Millwork, and Woodworking	2025
7500	Introduction to Education, Child Development, and Family Services	2025
8420	Introduction to Emergency Response	2025
7150	Introduction to Forestry and Natural Resources	2025
7900	Introduction to Health Science and Medical Technoloogy	2025
7940	Introduction to Healthcare Operational Support Services	2025
8430	Introduction to Legal Practices	2025
8200	Introduction to Manufacturing and Product Development	2025
8510	Introduction to Operations	2025
7920	Introduction to Patient Care	2025
8410	Introduction to Public Safety	2025
8400	Introduction to Public Services	2025
7340	Introduction to Residential and Commercial Construction	2025
8500	Introduction to Transportation	2025
2621	Life Science	2025
9998	Life Skills and functional Academics	2025
2498	Mathematics Elective	2025
9999	Multi-subject High School Diploma Courses	2025
2307	Music Appreciation	2025
9973	NRS Transition Success	2025
2298	Other Foreign Language Course	2025
2226	Other Language Course (for native speakers)	2025

2548	Other Safety Education Course	2025
2500	Physical Education	2025
2702	Physical Geography	2025
2610	Physical Science	2025
2613	Physics	2025
2424	Pre-Algebra	2025
2414	Pre-Calculus	2025
2410	Probability and Statistics	2025
2714	Psychology	2025
9970	Safeguarding Self and Property	2025
2698	Science Elective	2025
2798	Social Science Elective	2025
2206	Spanish	2025
2207	Spanish Advanced	2025
9984	Special ESL	2025
9969	Test Preparation	2025
2407	Trigonometry	2025
9993	Understanding Healthcare	2025
2709	United States History	2025
9985	VESL (Vocational ESL)	2025
9977	Work Readiness	2025
9996	Workplace Skills and Functional Academics	2025
2728	World Cultures	2025
2711	World History: Survey	2025
2724	World Regional Geography	2025

You are authorized to expend California Adult Education Program funds for the above courses. It is recommended that you use these Course Titles with additional supporting classes listed when communicating program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

[ED 51056; 52504; 52506; 5CCR 10508 (b)
Adult Education Handbook for California (2023)

Career Technical Education: Before establishing a career technical education training program, each member of a local adult education consortium, or the consortium as a whole, shall conduct a job market study of the labor market area in which it proposes to establish the career technical education training program or rely upon the most recent job market study of the labor market area conducted by the local workforce development board. The study shall use local labor market information and consider a supply analysis of existing career technical education training programs for adults maintained by high schools, community colleges, and other postsecondary educational institutions in the geographic area to ensure that the anticipated employment demand for adults enrolled in the proposed training program justifies the establishment of the proposed courses of instruction (EC 84906(a)(3)(A).

After completing the job market study and before establishing the career technical education training program, the governing body of a member of a local adult education consortium, or the consortium as a whole, as applicable, shall determine if the job market study justifies the proposed career technical education program (EC 84906(a)(3)(B).

Refer to the Job Market Study in 84906(a) for more information. Education Codes: 1900; 41976; 52506; 52515; 52518; 52570.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION:	**CURRICULUM/INSTRUCTION**
AGENDA ITEM:	**APPROVE DISPOSAL OF OBSOLETE INSTRUCTIONAL MATERIALS AND EQUIPMENT**
ATTACHMENTS:	**LISTS OF OBSOLETE INSTRUCTIONAL MATERIALS AND EQUIPMENT**
FUNDING SOURCE:	**N/A**

DISCUSSION: Per Board Policy 3270: Sale and Disposal of Books: Equipment and Supplies, instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study and have no foreseeable value in other instructional areas.
Items: 140 copies of *Blitzer Pre-Calculus 4th Edition*

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 disposal of obsolete instructional material and equipment.**

PROPOSED ACTION: **APPROVE**

Item #: 52

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **FIRST READING: NEW EXHIBITS 1312.3-E(1) AND 1312.3-E(2): UNIFORM COMPLAINT PROCEDURES**

ATTACHMENTS: **EXHIBITS 1312.3-E(1) AND 1312.3-E(2): UNIFORM COMPLAINT PROCEDURES**

FUNDING SOURCE: **N/A**

DISCUSSION: Exhibits adopted to reflect vacated Title IX regulations and new law SB 1137.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the First Reading of Exhibits 1312.3-E(1) and 1312.3-E(2).**

PROPOSED ACTION: **APPROVE**

Item #: 53

Exhibit 1312.3-E(1): Uniform Complaint Procedures Status: DRAFT

Original Adopted Date: Pending

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8212, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's uniform complaint procedures as required by law. A complaint form may be obtained at the school or district office, or downloaded from the school or district website. You may also download a copy of the California Department of Education (CDE) complaint form when available from the following website: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from CDE.

Exhibit 1312.3-E(2): Uniform Complaint Procedures **Status:** DRAFT

Original Adopted Date: Pending

PRESCHOOL COMPLAINT FORM: UNIFORM COMPLAINT PROCEDURES

Education Code 8212 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents, as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

☐ The preschool does not have outdoor shade that is safe and in good repair

☐ Drinking water is not accessible and/or readily available throughout the day

☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children

☐ Restroom facilities are not available only for preschoolers and kindergartners

☐ The preschool program does not provide visual supervision of children at all times

☐ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time

☐ Playground equipment is not safe, in good repair, or age appropriate

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary and as you wish to fully describe the situation.

_____
_____
_____
_____
_____

Please file this complaint at the following location:

Preschool Administrator or Student Services Director

12623 Ave 416
Orosi, CA 93647

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature) (Date)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **PUBLIC NOTICE – INTENT TO EMPLOY BENJAMIN PRADO UNDER A PROVISIONAL INTERNSHIP PERMIT (PIP) FOR 2025-2026 SCHOOL YEAR**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION:
It is recommended that the Board of Trustees approves employment for Benjamin Prado under the basis of a Provisional Internship Permit for the 2025-2026 school year. Benjamin will be assigned as an RSP Teacher at Orosi High School.
Mr. Prado will be provided assistance in (1) developing a personalized plan through an agency-defined assessment that will lead to meeting subject matter competence related to the permit; (2) with seeking and enrolling in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies; (3) in meeting subject matter competence related to the permit; and (4) has been informed of the steps required to earn a credential and enroll in an internship program while employed with Cutler-Orosi District.

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 employment for Mr. Prado under a Provisional Internship Permit (PIP) for the 2025-2026 school year.**

PROPOSED ACTION: **APPROVE**

Item #: 54

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-01 IN THE MATTER OF REDUCTION OF CLASSIFIED SERVICES FOR THE 2025-2026 SCHOOL YEAR**

ATTACHMENTS: **RESOLUTION NO. 2025-2026-01**

FUNDING SOURCE: **N/A**

DISCUSSION:
This resolution provides for the reduction of classified work hours for one (1) Instructional Aide position from 5.5 hours per day to 4.0 hours per day. The additional 1.5 hours were funded by the CSI grant. 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 the Resolution No. 2025-2026-01.**

PROPOSED ACTION: **APPROVE**

Item #: 55

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

RESOLUTION NO. 2025-2026-01
August 14, 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 upcoming school year;

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

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

NOW, THEREFORE, BE IT RESOLVED that as of August 15, 2025, the following position work hours will be reduced:

Classification	Number of Positions	Current FTE/Hours	Reduced FTE/Hours
Instructional Aide	1	.6875/ 5.5 HOURS	.50 / 4 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 August 14, 2025, the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Attest,

Sandra Williams, Board President
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

I, Delia Martinez, Clerk of the Board of Trustees of the Cutler-Orosi Joint Unified School District, do hereby certify that the foregoing Resolution No. 2025-2025-01 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 August 14, 2025.

ATTEST:

Delia Martinez, Board Clerk
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **CEQA NOTICE OF EXEMPTION FOR OHS CTE BUILDING PROJECT**

ATTACHMENTS: **CATEGORIACAL EXEMPTION FORM**

FUNDING SOURCE: **N/A**

DISCUSSION: The Cutler-Orosi Joint Unified School District is proposing the construction of a new Career Technical Education (CTE) building at Orosi High School to enhance vocational and technical program offerings. This facility will provide dedicated classroom and lab space to support student career readiness and includes minor site improvements within the existing school campus. As the project does not exceed an increase of ten classrooms or 25% of the original student capacity, it qualifies for a Categorical Exemption under Section 15314 (Class 14) of the California Environmental Quality Act (CEQA).

The District has prepared a Notice of Exemption to be filed with the Tulare County Clerk and the Office of Planning and Research. Approval of this exemption ensures compliance with CEQA while allowing the project to proceed without the need for a full environmental impact report. Staff recommends Board approval of the exemption to support the timely development of this important instructional facility.

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 filing of the categorical exemption.**

PROPOSED ACTION: **APPROVE**

Item #: 56

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Tulare
221 S. Mooney Blvd. Room 103
Visalia, CA 93291

From: (Public Agency): Cutler-Orosi Joint Unified School District
12623 Avenue 416, Orosi, CA 93647
(Address)

Project Title: Orosi High School CTE Building Project

Project Applicant: Cutler-Orosi Joint Unified School District

Project Location - Specific:
Orosi High School, 41815 Rd 128, Orosi, Tulare County, CA 93647

Project Location - City: Orosi Project Location - County: Tulare

Description of Nature, Purpose and Beneficiaries of Project:
The Cutler-Orosi Joint Unified School District is proposing to construct a new Career Technical Education (CTE) building at the Orosi High School campus. The facility will support vocational and technical programs through dedicated classroom and lab space. The project also includes minor site improvements within the existing school grounds.

Name of Public Agency Approving Project: Cutler-Orosi Joint Unified School District

Name of Person or Agency Carrying Out Project: Cutler-Orosi Joint Unified School District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☑ Categorical Exemption. State type and section number: § 15314. Minor Additions to Schools.
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt:
Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less.

Lead Agency Contact Person: Yolanda Valdez Area Code/Telephone/Extension: 559-528-4763

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ▪ Yes No

Signature: Signed by: Yolanda Valdez Date: 7/29/2025 Title: Superintendent

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **2025-2026 TRANSPORTATION AGREEMENT WITH STONE CORRAL SCHOOL DISTRICT**

ATTACHMENTS: **TRANSPORTATION AGREEMENT**

FUNDING SOURCE: **N/A**

DISCUSSION:

The District is seeking Board approval of a transportation services agreement with Stone Corral School District for the 2025–2026 school year. This new agreement establishes a partnership in which the District will provide home-to-school and related transportation services for Stone Corral students, ensuring safe, reliable, and compliant transportation to support student attendance and participation in school-sponsored activities. Approval of this agreement will formalize the arrangement and set the framework for effective coordination between the two districts, ensuring clear expectations, responsibilities, and service standards are in place for the upcoming school year.

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 transportation agreement with SCSD for 2025-2026.**

PROPOSED ACTION: **APPROVE**

Item #: 57

AGREEMENT

FOR TRANSPORTATION SERVICES

BETWEEN THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

AND THE STONE CORRAL SCHOOL DISTRICT

This Agreement is made and entered into this 7th day of July, 2025; for the 2025-26 school year by and between Stone Corral School District, hereinafter referred to as "Stone Corral", and the Cutler-Orosi Joint Unified School District, hereinafter referred to as "Cutler-Orosi".

RECITALS

WHEREAS, Cutler-Orosi is a public school district duly organized under the laws of the State of California, operating a Transportation Department capable of providing transportation services to its students; and

WHEREAS, Stone Corral is a public school district organized under the laws of the State of California and desires that Cutler-Orosi provide transportation services for Stone Corral students during the 2025-2026 school year; and

WHEREAS, Cutler-Orosi is willing to provide such transportation services subject to the terms and conditions specified below .

NOW THEREFORE, the parties agree as follows:

1. **TERM**. The Term of the Agreement shall commence on August 1, 2025 and continue until June 30, 2026. This Agreement will be renewable for similar or different terms and conditions upon mutual agreement between Cutler-Orosi and Stone Corral.

2. **INDEPENDENT CONTRACTOR**. While engaged in carrying out and complying with the terms and conditions of this Agreement, Cutler-Orosi is an independent contractor, and not an officer, agent, or employee of Stone Corral.

3. **(A) PAYMENT**. Stone Corral agrees to pay Cutler-Orosi the sum of $60,000.00 per school year. This sum is based on the parties' anticipated home-to-school mileage of not more than 15,000 miles per school year. Should Stone Corral's annual home-to-school mileage exceed 15,000 miles, the excess mileage will be billed at a rate of

$5.00 per mile. An excess home-to-school mileage charges due to Cutler-Orosi shall be calculated through June 30 of the contract year, billed in July of the following contract year, and due within 30 days of Stone Corral's receipt of Cutler-Orosi's invoice. Cutler-Orosi shall bill Stone Corral for the current yearly fee prior to September 1. Stone Corral shall pay the yearly fee in ten (10) equal monthly increments of $6,000.00, payable by Stone Corral on the 15th of each month beginning September 15, 2025. Cutler-Orosi shall provide Stone Corral with a statement detailing late payment penalties if Stone Corral fails to make payment by the dates specified above.

(B) Along with the monthly statement, Cutler-Orosi will also provide Stone Corral with a monthly written status report including the number of home-to-school miles and field trip miles to date.

(C) Should the annual costs for services provided for under this agreement increase for future school years, Cutler-Orosi shall forward Stone Corral the new rate schedules by May 31st of each year, which shall become binding amendments when a new agreement is signed by both parties. Said increases may exceed the State C.O.L.A. revenue limit for unified school districts. If Stone Corral disputes the proposed new rate schedule for the ensuing school year, Stone Corral may terminate the agreement effective June 30 of the same year providing an agreed upon increase cannot be reached.

4. **(A) SERVICES**. In consideration of the above payments, Cutler-Orosi shall provide all of Stone Corral's home-to-school transportation for the contracted school year. Stone Corral understands and agrees that Cutler-Orosi will use Stone Corral's two (2) buses. Cutler-Orosi shall assign one (1) of its currently employed drivers to operate Stone Corral School’s morning and afternoon bus routes. The assigned driver shall perform these services on each instructional day of the regular school year. While providing transportation services to Stone Corral, the driver shall remain an employee of Cutler-Orosi Joint Unified and may continue to perform other district-assigned duties as scheduled. It is understood that the driver for the morning route and the driver for the afternoon route may not be the same individual, subject to staff availability and scheduling.

   (B) Home-to-school route service will be provided each regular school day as follows:

- One (1) driver will drive one morning and one afternoon route each on Monday - Friday.

(C) Stone Corral further understands and agrees that Stone Corral's payments cover only transportation for regular school days excluding summer school. Cutler-Orosi will also provide transportation for field trips and other extra-curricular trips to Stone Corral's destination of choice. Transportation for any program or activity not specified in this Agreement will be billed as an extra-curricular trip. The mileage for field trips and extra-curricular trips are exclusive of the 15,000 miles per year home-to-school miles. The transportation charge for field and extra-curricular trips is $2.75 per mile plus an hourly rate of $34.96/hr. In lieu of the regular hourly rate charge, a time and a half charge of $52.44/hr. will apply to transportation services provided over eight hours per day on week days and for the first eight hours on weekends and holidays. Time in excess of eight hours on weekends and holidays will be charged at a rate of $69.91/hr. Stone Corral understands and agrees that the driver's hourly rate may increase during the term of this contract due to current negotiations with Cutler-Orosi's classified bargaining unit. Said increase may exceed the State C.O.L.A. revenue limit for school districts. Stone Corral agrees to pay any such increase in the driver's hourly rate for field and extra-curricular trips.

(D) Stone Corral shall have the option to cancel transportation service for any scheduled field trip or other school sponsored activity upon Stone Corral's notification to Cutler-Orosi of at least three workdays prior to the time of the first scheduled pupil pickup. If the transportation service is cancelled within 48 hours prior to the trip, a $100 cancellation fee will be charged. If the transportation service is cancelled the day the service is to be rendered, Stone Corral shall pay Cutler-Orosi the minimum charge of $100 or the estimated actual cost for the scheduled trip, whichever is greater.

(E) Cutler-Orosi will bill Stone Corral separately on the 15th day of each month for the preceding month's costs and services provided in connection with field and extra-curricular trip transportation. Payment for field and extra-curricular trip transportation is due 30 days after the date of Cutler-Orosi's bill. Cutler-Orosi shall provide Stone Corral with a statement detailing late payment penalties if Stone Corral fails to make payment as specified above. All services will be provided in accordance with current State of California regulations.

(F) Stone Corral should endeavor to request extra-curricular trip transportation two weeks in advance of the trip date. However, transportation can be provided when a request is made on Wednesday for the following week and Cutler-Orosi can and will accommodate last minute requests if needed. Requests received the day the service is to be rendered will incur an additional charge of $25.00 above the regular cost of the trip.

(G) Stone Corral trips utilizing school buses will utilize Stone Corral vehicles scheduled and assigned by Cutler-Orosi. **Cutler-Orosi trip request forms will be used to request vehicles for trips**.

5. **(A) USE AND MAINTENANCE OF STONE CORRAL'S BUSES**. Stone Corral shall allow Cutler-Orosi to use any school buses Stone Corral would otherwise use to transport Stone Corral students, for the purpose of fulfilling this agreement.
At the start of the 2025-2026 school year, Cutler-Orosi shall utilize its own district-owned buses to provide transportation services to Stone Corral students. This is because Stone Corral's buses are not yet compliant with operational appearance standards, including the absence of required exterior markings such as the district name and identifying numbers. Once these conditions are remedied and the buses are certified as compliant under California Highway Patrol Motor Carrier standards, Cutler-Orosi will resume use of Stone Corral's buses. Notwithstanding the availability of Stone Corral's buses, Cutler-Orosi reserves the right to use its own district-owned buses as needed throughout the school year. This includes, but is not limited to, periods when Stone Corral's buses undergo inspections, maintenance, or are otherwise unavailable for safe and compliant operation. Cutler-Orosi will utilize Stone Corral's buses for the transportation of only Stone Corral's students unless mechanical or safety issues dictate otherwise. Cutler-Orosi shall inspect Stone Corral's buses to ensure that they are safe and in good working condition. Stone Corral agrees to bear the initial costs of any needed repairs to ensure the vehicles are certifiable under California Highway Patrol Motor Carrier standards. All work will be agreed to by Stone Corral and Cutler-Orosi prior to commencement of repairs.

(B) Stone Corral's buses may be housed at Cutler-Orosi's facility. Cutler-Orosi shall return Stone Corral's buses in substantially the same condition as when received less ordinary wear and tear following the expiration of this agreement. Nothing In

this agreement shall be construed as making Cutler-Orosi liable for any normal depreciation of Stone Corral's buses during the term of this Agreement.

(C) Cutler-Orosi and Stone Corral will complete an inventory of all transportation tools, equipment, and parts at Stone Corral's facility prior to the start of this agreement.

(D) Cutler-Orosi shall, at its cost, provide routine maintenance and otherwise maintain Stone Corral's two (2) buses in a diligent and acceptable manner to ensure the buses are certifiable by the California Highway Patrol Motor Carrier and as otherwise required by law.

(E) Cutler-Orosi shall be responsible for the purchase of all fuel and gasoline required to provide pupil transportation in the performance of this Agreement. Disposal of all oils, cleaning fluids, solvents, antifreeze, and lubricants shall be the responsibility of Cutler-Orosi.

(F) Cutler-Orosi shall maintain appropriate vehicle records and comply with all California Highway Patrol Regulations and other applicable laws.

(G) Routine and minor repairs will be performed at Cutler-Orosi's facility at no additional cost to Stone Corral. Cutler-Orosi will not assume the burden of expense for major repairs above and beyond routine maintenance. For the purposes of this section, "major repairs" shall mean any parts or services that exceed $1,000 or more per occasion. Stone Corral agrees to bear all the costs of any major repairs that exceed $1,000 to ensure the vehicles are certifiable under California Highway Patrol Motor Carrier standards.

6. **ACCIDENT REPORTS**. All reportable accidents (as defined by law) involving Stone Corral's buses or Cutler-Orosi's personnel while operating for Stone Corral shall be reported on Cutler-Orosi's forms. Pupil injuries not involving acceleration, deceleration, or movement of the bus shall also be reported on Cutler-Orosi's forms. Cutler-Orosi shall provide Stone Corral with a copy of all such reports, in a timely manner.

7. **(A) INSURANCE AND INDEMNITY**. Stone Corral agrees to obtain insurance providing collision and comprehensive property damage coverage and public

liability coverage for all of Stone Corral's school buses utilized pursuant to this Agreement with policy limits of no less than fifteen million dollars (15,000,000.00). Stone Corral agrees to provide Cutler-Orosi with an insurance endorsement showing Cutler-Orosi as an additional named insured on said policy.

(B) Cutler-Orosi shall indemnify, defend and hold harmless, Stone Corral, its officers, agents and employees, from and against any and all claims, liabilities or demands arising or alleged to arise from Cutler-Orosi's performance under this agreement.

(C) Stone Corral shall indemnify, defend and hold harmless, Cutler-Orosi, its officers, agents and employees, from and against any and all claims, liabilities or demands arising or alleged to arise from Stone Corral's performance under this agreement.

8. **FORCE MAJEURE**. Cutler-Orosi shall be excused from performance hereunder during the time and to extent that it is prevented from performing in the customary manner by acts of God, fire, flood, strike, loss of transportation facilities, oil shortage or embargo, lockout, commandeering of materials, products, plants or facilities by the Government, or any other occurrences or circumstances which are beyond the control of Cutler-Orosi, when satisfactory evidence thereof is presented to Stone Corral.

9. **(A) BUS ROUTES AND CALENDAR**. Stone Corral agrees to fully cooperate with the scheduling and formulation of bus routes. Cutler-Orosi will evaluate all designated bus stops to ensure that they are safe and in compliance with all applicable laws. Stone Corral understands that Cutler-Orosi has authority to determine bus routes and schedules in accordance with State of California regulations. Cutler-Orosi agrees to continue the level of service which Stone Corral has provided in the past, with particular attention to walking distances, door to door stops, and time schedules. Cutler-Orosi and Stone Corral agree to work together to establish the details of that service.

(B) Stone Corral shall notify all parents and legal guardians that transportation services will be provided by Cutler-Orosi for the contracted school year and will provide notice of any changes required by State of California regulations. Stone Corral agrees to provide Cutler-Orosi with Stone Corral's school calendar for the

contract year. Stone Corral further agrees to provide Cutler-Orosi with reasonable advance notice of not less than thirty (30) days of any foreseeable events that will affect transportation scheduling or bus routes, such as minimum days, in-service days and no school days. Any such bus schedule modification necessitated by such events will not exceed the usual runs by the one (1) bus running AM and PM routes each school day. Should any conflicts arise as to the scheduling or bus routes, the parties agree to conduct a joint evaluation and explore possible solutions without either party unilaterally terminating this Agreement. Upon the written request of either party, such evaluation shall be completed no less than thirty (30) days following the receipt of such request.

(C) Should an unexpected or emergency situation arise which will affect transportation and scheduling or bus routes, Stone Corral and Cutler-Orosi agree to work diligently to accomplish the transportation as necessary

(D) In the event that Cutler-Orosi declares a foggy day schedule, Stone Corral shall also observe the same schedule for transportation purposes. If Stone Corral independently determines the need for a foggy day schedule while Cutler-Orosi has not declared one, Stone Corral shall notify Cutler-Orosi as early as possible, but no later than 6:00 a.m. on the affected day, in order to allow for transportation and scheduling adjustments. Stone Corral shall be solely responsible for notifying its students and parents/guardians of any foggy day schedule, whether the delay is initiated by Stone Corral or Cutler-Orosi.

10. **(A) STAFFING, DRIVER TRAINING AND DRUG TESTING**. All individuals employed by Cutler-Orosi for the purpose of fulfilling this agreement, shall be hired according to the provisions of the California Education Code and the California Government Code, regarding classified school employees.

(B) Cutler-Orosi utilizes the services of a state-certified School Bus Driver Trainer/Instructor through a contracted arrangement to meet training and certification requirements. Cutler-Orosi will provide a minimum of the state's annual requirement of ten (10) hours of in-service training to each of the school bus drivers serving Stone Corral. Cutler-Orosi will perform "check rides" to evaluate driver proficiency and determine whether any additional training is needed. Cutler-Orosi will ensure that all bus driver-training records are current and meet all legal requirements, including all California Highway Patrol requirements. Cutler-Orosi

shall provide all pre-employment, bi-annual, reasonable suspicion, random and other drug and alcohol testing as mandated by law. The services required by this section shall be provided at no additional cost to Stone Corral.

11. **DEFAULT**. If default is made by Stone Corral in any of the covenants or conditions of this Agreement, Cutler-Orosi, at its option, may terminate this Agreement upon 90 days advance written notice. Cutler-Orosi agrees to continue services for 90 days or until an alternate contractor's services have been secured, whichever Is less. If default is made by Cutler-Orosi in any of the covenants or conditions of this Agreement, Stone Corral, at its option, may terminate this Agreement upon 90 days advanced written notice. If Stone Corral chooses to terminate the Agreement for any reason not resulting from Cutler-Orosi's default, Stone Corral agrees to pay as liquidated damages a sum equal to three monthly payments under this Agreement within sixty (60) days of notice of termination, which payment shall constitute Cutler-Orosi's entire and complete recovery after Stone Corral's termination.

12. **AMENDMENTS**. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instruments executed by both parties.

13. **DISCIPLINE**. Cutler-Orosi has the discretion to report serious or persistent misconduct on the part of students to the designated person employed by Stone Corral. Stone Corral shall then impose reasonable disciplinary measures upon the students in accordance with Stone Corral's Board Policy and applicable law.

14. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. **BINDING EFFECT**. This Agreement is for the benefit of and shall be binding on all parties and their respective successors, heirs, and assigns.

16. **ATTORNEYS' FEES AND COSTS**. Each party shall bear his/its own attorney's fees and costs for all such fees and costs incurred prior to the date of execution of this Agreement.

17. **BREACH OF AGREEMENT**. If either party breaches this Agreement, the prevailing party shall be entitled to all damages reasonably flowing from the breach, plus attorneys' fees and cost.

18. **EXECUTION IN COUNTERPARTS**. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy of an original, with all signatures appended together, shall be deemed a fully executed Agreement.

19. **SEVERABILITY.** If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

20. **INTERPRETATION**. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

21. **COMPLIANCE WITH LAW**. Cutler-Orosi agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all state or federal laws or regulations governing the services to be rendered pursuant to this Agreement.

22. **BOARD APPROVAL**. The parties recognize that the effectiveness of this Agreement is contingent upon approval by Stone Corral's Governing Board and Cutler-Orosi's Governing Board.

23. **OTHER DOCUMENTS/ACTS**. The parties agree to work together diligently and to execute related documents and perform related acts necessary for the successful performance of this Agreement.

24. **ENTIRE AGREEMENT**. This Agreement and its attachments, if any, constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement and its attachments.

25. **NOTICES TO PARTIES**. All notices to be given to the parties to this Agreement shall be in writing and served by depositing same In the United States Mail, postage prepaid, registered or certified mail.

Notices to Cutler-Orosi should be addressed to:
Mr. Raffi Soghomonian
Director of Facilities, Maintenance, Operations & Transportation
Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93647

Notices to Stone Corral should be addressed to:
Christopher Kemper
Superintendent
Stone Corral School District
15590 Avenue 383
Visalia, CA 93292

Stone Corral or Cutler-Orosi may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first herein above written.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT:

Name: Yolanda Valdez Date

Superintendent
Title

STONE CORAL SCHOOL DISTRICT:

Name: Christopher Kemper Date

Superintendent
Title

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 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.**
- ☒ 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

Board of Trustees
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Marisol Rubalcaba
Vice President
Delia Martinez
Board Clerk
Mary Helen Espino
Trustee
Joni Jordan
Trustee
Javier Quevedo
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Karen Gonzalez
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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
Orosi, Ca. 93647
Phone
(559) 528-4763
Fax
(559) 528-3132
www.cojusd.org

TO: Board of Trustees

FROM: Brian Zimmerman, Assistant Superintendent of Administrative Services

RE: Personnel Recommendations

DATE: August 14, 2025

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Office Assistant II at Orosi High School, effective July 30, 2025.
2. Custodian Bus Driver at Orosi High School, effective August 1, 2025.
3. Groundskeeper Bus Driver at Orosi High School (Sports Park), effective August 1, 2025.
4. Speech Language Pathologist Assistant at Cutler Elementary School, effective August 6, 2025.
5. Food Service Worker II at Palm Elementary School, effective August 6, 2025.
6. Grant Funded Preschool Teacher at Palm Elementary School, effective August 6, 2025. GRANT FUNDED
7. Preschool Aide at Cutler Elementary School, effective August 11, 2025.
8. Grant Funded R&E Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
9. Grant Funded Instructional Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
10. Science Teacher at Orosi High School, effective July 31, 2025.
11. Elementary Music Teacher at Golden Valley Elementary School, effective July 31, 2025.
12. Science Teacher at Orosi High School, effective July 31, 2025.
13. Speech and Language Pathologist for the Preschool Department, effective July 28, 2025.
14. Teacher at Cutler Elementary School, pending verification and clearance.
15. Grant Funded Instructional Coach at Cutler Elementary School, pending verification and clearance. GRANT FUNDED

Educating Minds, Inspiring Futures
CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

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Vice President
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Jon Jordan
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PROMOTIONS/REASSIGNMENTS:

16. from 5.5-hour Outreach at to 8-hour Outreach Aide at Esperanza High School, effective August 11, 2025.
17. from Grant Funded R&E Aide to Grant Funded R&E Asst. Lead at Golden Valley Elementary School, effective August 11, 2025. GRANT FUNDED
18. from Assistant Principal at El Monte Middle School to Assistant Principal at Orosi High School, effective August 15, 2025.
19. from Grant Funded Learning Director at El Monte Middle School to Assistant Principal at El Monte Middle School effective August 15, 2025.

RESIGNATIONS/RETIREMENTS:

20. Campus Security Instructional Aide at Golden Valley Elementary School, resigned effective June 5, 2025.
21. Avid Tutor at Orosi High School, resigned effective June 5, 2025.
22. Behavior Intervention Technician at Orosi High School, resigned effective June 5, 2025
23. Student Parent Advocate at Orosi High School, resigned effective June 13, 2025.
24. Food Service Worker II at El Monte Middle School, resigned effective July 24, 2025
25. Outreach Aide at the Family Education Center, resigned effective July 28, 2025.
26. Grant Funded Bachelor Social Worker at the Family Education Center, resigned effective July 28, 2025.
27. Campus Security at Palm Elementary School, resigned effective August 4, 2025.
28. LVN in the Preschool Department, resigned effective August 15, 2025.
29. Instructional Aide at Cutler Elementary School, resigned effective July 28, 2025.
30. Grant Funded Instructional Aide at Cutler Elementary School, resigned effective July 3, 2025.
31. Preschool Facilitator District Wide, resigned effective August 6, 2025.
32. Teacher at Cutler Elementary School, resigned effective June 6, 2025.
33. Teacher at Orosi High School, resigned effective June 6, 2025.
34. Grant Funded Intern Psychologist, District Wide, resigned effective June 16, 2025.
35. Grant Funded Intern Psychologist, District Wide, resigned effective June 30, 2025.
36. Grant Funded Counselor, District Wide (Monson-Sultana), resigned effective July 16, 2025.
37. Grant Funded Intern Counselor. District Wide, resigned effective July 21, 2025.
38. Teacher at Orosi High School, separation of employment, effective July 25, 2025.
39. Teacher at Orosi High School, resigned effective August 5, 2025.

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CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

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LEAVES: (Statutory – For Informational Purposes):

41. Director of Special Services at the District Office, on Baby Bonding Leave beginning July 7, 2025 through July 18, 2025 and January 5, 2026 through January 9, 2026.
42. Bachelor Social Worker at Family Education Center, on Baby Bonding Leave beginning July 21, 2025 through August 8, 2025.
43. Infant/Toddler Aide at Family Education Center, on Baby Bonding Leave beginning August 11, 2025 through September 29, 2025.
44. Teacher at Orosi High School, on Maternity Leave beginning August 7, 2025 through 6-8 weeks post-partum.
45. Secretary at Lovell High School, on Maternity Leave beginning July 25, 2025 through 6-8 weeks post-partum.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
August 14, 2025

AGENDA SECTION: **CLOSED SESSION – ITEM D**

AGENDA ITEM: **STUDENT EXPULSION ,SUSPENSION ,OR DISCIPLINARY ACTION OR OTHER ACTION INVOLVING PUPIL RECORDS ED CODE 35146·, 48912(B); 48918(C)**

ATTACHMENTS: **EXPULSIONS LETTER**

FUNDING SOURCE: **N/A**

DISCUSSION:
The atteched are Student Expulsion, Suspension, or Disciplinary Action or Other Action Involving Pupil Records (Ed Code 35146; 48912(b); 48918(c). The following cases arepresented for discussion during closed session. Action will be taken upon reconvening to open session.

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

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 expulsion cases.**

PROPOSED ACTION: **APPROVE**

Item #: D

Educating Minds, Inspiring Futures

CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

Board of Trustees
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Board President
Marisol Rubalcaba
Vice President
Delia Martinez
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Mary Helen Espino
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Joni Jordan
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Dr. Brian Zimmerman
Assistant Superintendent
Administrative Services

Shevonne Swanson
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(559) 528-4262

Fax
(559) 528-3152

www.cousd.org

Date: July 23, 2025

TO: Micaela Macareno, Executive Assistant to the Superintendent.

FROM: Elisa Arellano, Secretary

CC: Sunsie Tumacder, Director of Student Services,

RE: Expulsion(s) cases with the recommendation of Enforce/Expunge. Request for the items to be added to the August 14, 2025, board meeting.

Re-Entry Suspended/Expulsion Case(s) #:	Recommendation of Administrative Hearing to Enforce/Expunge:
2024-2025-01	Expunge
2024-2025-02	Expunge
2024-2025-03	Extend
2024-2025-04	Expunge

Thank you.