Cutler-Orosi Joint Unified School District
Regular Meeting of the Board of Trustees
Thursday, March 12, 2026
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	___
Faith Coleman	___	Ray Quintana	___	Dr. Larissa Goosev	___
Sunsie Tumacder	___	Leanne Cerda	___	Dr. Diana Vides	___
Raffi Soghomonian	___	Veronica Raigoza	___	Melissa Delgadillo	___
Lisa Castillo	___	Laura Gonzalez	___	Yovana Castillo	___
Antonio Quintanilla	___	Jody Rush	___	COUTA Representative	___
		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:

- **Alternative Ed. Program Presentation**

Student Board Report:

- **Orosi High School Student Board 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	13-15	Minutes of the Special Board Meeting Dated February 6-7, 2026	3
2	16-29	Minutes of the Regular Board Meeting Dated February 12, 2026	3
3	30-31	Minutes of the Special Board Meeting Dated March 5, 2026	3
4	32-40	Accounts Payable Total Payments Report Dated January 29, 2026, through February 26, 2026	1, 2, 3
5	41-42	February Cash Balance Report	1, 2, 3
6	43-46	Budget Revision #8	3
7	47-50	Approve Work Based Learning (WBL): Cal Poly Santa Rosa Creek Science Research Mentor Project (SRMP) STEM Excursion #2	1, 2
8	51-55	Approval of Orosi High School Student Overnight Field Trip to James Logan High School in Union City, CA for Speech and Debate Competition	1
9	56-58	Approval Out of State Conference Attendance to Puerto Rico Initiative 2026-International Future of Education Conference for Yolanda Valdez, Johnathan Lewis, Marisol Rubalcaba and Javier Quevedo	3
10	59	Addition of Contractors to the District's Cost Accounting Prequalification List (CUPCCAA)	3
11	60	Additions to the Contractor Prequalification List	3
12	61-62	Interdistrict Transfer Request List	1, 3
13	63-67	Approve Growthpoint Technologies Service Agreements for Esperanza High School and Community Day School	1
14	68-70	Approve 2026-2027 AVID Agreement	1, 2, 3
15	71-73	Ratify Agreement for Special Services Between The District and Caves and Associates for Management Consultants – Labor Relations	3

Motion to approve Item #1- 15 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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CURRICULUM/ INSTRUCTION ITEMS

Item #	Page #	Description	Goal #
16	**74**	**March Curriculum and Instruction Report**	**1, 3**

Motion to approve Item #16 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

17	**75-76**	**Ratify 2026-2027 District Calendar**	**1, 2, 3**

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

_____/_____/_____
Yes No Abstain

18	**77**	**Approve Proposed Early Graduates**	**1**

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

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ ORGANIZATIONAL ITEMS

Item #	Page #	Description	Goal #
19	**78-90**	**2025-2031 Cutler-Orosi Joint Unified School District Strategic Plan**	**3**

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

_____/_____/_____
Yes No Abstain

20	**91-121**	**2025-2026 Board Governance Handbook**	**3**

Motion to approve Item #20 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

21	**122**	**2025-2026 Second Interim Report**	**3**

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

_____/_____/_____
Yes No Abstain

22	**123-134**	**Approval of Close-Out Performance Audit – Palm Elementary School**	**3**

Motion to approve Item #22 made by: _____
Motion Seconded by: _____
_____/_____/_____
Yes No Abstain

23	**135-146**	**Approval of Close-Out Performance Audit – Golden Valley Elementary School**	**3**

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

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ORGANIZATON ITEMS – continued

24 **147-150** **Approval of Submission of Application for California Department of Education License Exempt Classroom** **3**

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

_____/_____/_____
Yes No Abstain

25 **151-152** **Second Reading and Adoption of New Board Policy 0441 – Artificial Intelligence** **1, 3**

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

_____/_____/_____
Yes No Abstain

26 **153-154** **Second Reading and Adoption of New Board Policy 6142.94 – Social Science Instruction** **1, 3**

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

_____/_____/_____
Yes No Abstain

27 **155** **Public Hearing for Developer Fee Increase** **3**

Hearing Start Time: _____ Hearing End Time: _____

28 **156-201** **Resolution No. 2025-2026-14 For Developer Fee Increase** **3**

Motion to approve Item #28 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

29 **202-204** **Resolution No. 2025-2026-15 For Authorization to Submit Career Technical Education (CTE) Facilities Program Applications** **1, 3**

Motion to approve Item #29 made by: _____
Motion Seconded by: _____
_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ORGANIZATON ITEMS – continued

30 **205-207** **Resolution No. 2025-2026-16 For State Career Technical Educational Facilities Program (CTEFP)** **1, 3**

Motion to approve Item #30 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

31 **208-245** **Approval of Architectural Services Agreement with Teter for New Ag & Natural Resources Career Technical Educational Building** **1, 3**

Motion to approve Item #31 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

32 **246-258** **Approval of Lease Agreement with County of Tulare for Women Infant Children Program Facility Use** **1, 3**

Motion to approve Item #32 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

33 **259-267** **Public Hearing of 2025-2026 CSEA Collective Bargaining Tentative Agreement** **3**

Hearing Start Time: _____ Hearing End Time: _____

34 **268** **Approval of 2025-2026 CSEA Collective Bargaining Tentative Agreement** **3**

Motion to approve Item #34 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ORGANIZATIONAL ITEMS - continued

35 **269** **Approval of (1) New Food Services Utility Driver Position, (2) Full Time Speech and Language Pathology** **3**

Motion to approve Item #35 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

36 **270** **Sunshine COUTA's Initial Proposal to the District for the 2026-2027 School Year** **3**

Motion to approve Item #36 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

37 **271** **Sunshine the District's Initial Proposal to COUTA for the 2026-2027 School Year** **3**

Motion to approve Item #37 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

38 **272-274** **Ratify Lovell High School and Community Day School's 2025-2026 Bell Schedules** **3**

Motion to approve Item #38 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 **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:**
275-277 **EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:**

1. Custodian Bus Driver at Palm Elementary School and El Monte Middle School, effective February 2, 2026.
2. Seasonal Aquatics Manager at Orosi High School, effective June 1, 2026.
3. Custodian Bus Driver at Cutler Elementary School, effective February 10, 2026.
4. Grant Funded R&E Aide at Golden Valley Elementary School, effective February 23, 2026. GRANT FUNDED
5. Avid Tutor at El Monte Middle School, effective February 24, 2026.
6. Custodian Bus Driver at Cutler Elementary School, Palm Elementary School and Golden Valley Elementary School, effective February 26, 2026.
7. Teacher for the 2026-2027 school year, at Orosi High School, pending verification and clearances.
8. Assistant Superintendent of Administrative Services, start date to be determined.

PROMOTIONS/REASSIGNMENTS:

9. from 8-hour Special Education Aide to 7-hour Special Education Aide, effective February 23, 2026.
10. from Behavior Intervention Technician District Wide to RSP Teacher at Lovell/Preschool, effective February 17, 2026.

RESIGNATIONS/RETIREMENTS:

11. Special Education Aide at Orosi High School, resigned effective January 30, 2026.
12. Behavior Intervention Technician at Golden Valley Elementary School, resigned effective February 16, 2026.
13. Science Teacher/Instructional Coach at Orosi High School, resigned effective February 27, 2026.
14. Teacher at Cutler Elementary School, retiring effective June 5, 2026

LEAVES: (Statutory – For Informational Purposes):

15. Instructional Aide at Cutler Elementary, on Maternity Leave beginning January 12, 2026 through 6-8 weeks post-partum.
16. Food Service Worker at Cutler Elementary, on Maternity Leave beginning February 18, 2026 through 6-8 weeks post-partum.
17. BCBA at District Wide, on Baby Bonding Leave beginning February 23, 2026 through February 27, 2026.
18. Recreation & Enrichment Aide at Cutler Elementary, on Baby Bonding Leave beginning February 17, 2026 through February 28, 2026.

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

_____/_____/_____
Yes No Abstain

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

278-285

- **Resolution No. 2025-2026-16 - Non-Reelection of Probationary Certificated Employees**
- **Resolution No. 2025-2026-17 – Release and Reassignment of Certificated Administrator(s)**

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. Ken Caves

Employee Organization: COUTA
CSEA Chapter #253

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

Item D **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 the Open Session.**

Pages
286-287

- **2025-2026-02 – Suspended Expulsion**

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 275-277 **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. Custodian Bus Driver at Palm Elementary School and El Monte Middle School, effective February 2, 2026.
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15. Instructional Aide at Cutler Elementary, on Maternity Leave beginning January 12, 2026 through 6-8 weeks post-partum.
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Item B **Public Employee Discipline/Dismissal/Release, G.C. 54957** **3**
278-285
- **Resolution No. 2025-2026-16 - Non-Reelection of Probationary Certificated Employees**
- **Resolution No. 2025-2026-17 – Release and Reassignment of Certificated Administrator(s)**

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

Item D **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 take place during Closed Session. Action on the cases will take place upon reconvening the Open Session.**
286-287
- **2024-2025-02 – Suspended Expulsion**

Motion to approve Item D - Student Expulsion, Suspension, Or Disciplinary Action Or Other Action Involving Pupil Records (Ed Code 35146; 48912(B); 48918(C)
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, April 9, 2026, 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.

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE SPECIAL BOARD MEETING DATED FEBRUARY 6-7, 2026**

ATTACHMENTS: **MINUTES OF THE SPECIAL BOARD MEETING DATED FEBRUARY 6-7, 2026**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Special Meeting of the Board of Trustees was held February 6-7, 2026. 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 Special Board Meeting Minutes Dated February 6-7, 2026.**

PROPOSED ACTION: **APPROVE**

Item #: 1

Cutler-Orosi Joint Unified School District
Special Board Meeting/Work Session of the Board of Trustees

Friday – February 21, 2025	Saturday – February 22, 2025
5:30 p.m. – 8:00 p.m.	8:00 a.m. – 12:00 p.m.
Location:	Location:
District Office - Board Room	Sequoia Community Center
12623 Avenue 416	50151 Whitaker Forest Drive
Orosi CA 93647	Badger, CA 93603
(559) 528-4763	(559)553-2225

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
Faith Coleman
Raffi Soghomonian
Micaela Macareno

ALL TO ORDER	Board President Sandra Williams called the meeting to order at 5:40 p.m.
Pledge of Allegiance:	The Pledge of Allegiance was led by Board President Javier Quevedo.
Others Present:	Dr. Lee Pritzel, Micaela Macareno, Shevonne Swanson, Faith Coleman, Raffi Soghomonian
Superintendent Presentations/ Reports – Non-Action	No reports were presented.
Public Comments on Administrative/ Organizational Items:	No comments were presented.
Administrative/Organizational:	
1 First Reading: New Administrative Regulation and Board Policy 1445 – Response to Immigration Enforcement	Board President Williams presented Item #1. Superintendent Valdez informed the item was being presented for first reading and would be presented for final adoption at the March board meeting. She stated the policy was to be approved and submitted to the State by March. A motion was made by Trustee Delia Martinez seconded by Marisol Rubalcaba to accept the first reading of BP/AR 1445. The motion was approved with a vote of 7-0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez - Yes Joni Jordan – Yes Mary Helen Espino – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
2 Board Governance Workshop – Non-Action Item	The Board then participated in a study session conducted by Dr. Lee Pritzel of Elevated Performance 4U.

They participated in the following sessions:

- Connector Activity – Conducted by Dr. Lee Pritzel
- Review Status & Comparisons of Regional Health/Welfare & Salary Schedules – Conducted by Faith Coleman, COJUSD CFO
- Review of Draft Strategic Plan and Process – Conducted by Shevonne Swanson
- Review District Vision, Mission, Core Values for Strategic Plan – Conducted by Dr. Lee Pritzel and Superintendent Yolanda Valdez

Recess

After these sessions a motion was made by Trustee Delia Martinez seconded by Joni Jordan to go into recess at 7:52 p.m. and reconvene the following morning at 8:15 a.m. at the Sequoia Community Center The motion was approved with a vote of 7-0 with the votes as follows:

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

Adjournment:

The meeting was reconvened at 8:48 a.m. on Saturday February 7, 2026, at the Sequoia Community Center as noted.

The Board continued the work session by participating in the following session:

- Connector Activity – Conducted by Dr. Lee Pritzel
- Review of the District Vision Statement, Board Handbook and Board Bylaws for updating – Conducted by Superintendent Yolanda Valdez

No additional comments were presented.

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to adjourn the meeting at 11:57 a.m.

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
Joni Jordan – Yes
Mary Helen Espino – Yes
Javier Quevedo – Yes
Karen Gonzalez - Yes

Respectfully Submitted

Yolanda Valdez Superintendent (MM)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE REGULAR BOARD MEETING DATED FEBRUARY 12, 2026**

ATTACHMENTS: **MINUTES OF THE REGULAR BOARD MEETING DATED FEBRUARY 12, 2026**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Regular Meeting of the Board of Trustees was held February 12, 2026. Attached for review and approval are the minutes from the meeting.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Regular Board Meeting Minutes Dated February 12, 2026.**

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	5:30 p.m.	Thursday, February 12, 2026
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees	District Office Administration	School Site Administration
Sandra Williams, Board President	Yolanda Valdez	Oscar Villasenor
Marisol Rubalcaba, Vice President	Shevonne Swanson	Victoria Guzman
Delia Martinez, Board Clerk	Dr. Brian Zimmerman	Dr. Larissa Goosev
Mary Helen Espino, Trustee	Sunsie Tumacder	Dr. Diana Vides
Joni Jordan, Trustee	Raffi Soghomonian	Melissa Delgadillo
Javier Quevedo, Trustee	Ray Quintana	Yovana Castillo
Karen Gonzalez, Trustee	Micaela Macareno	COUTA Representative
		CSEA Representative

ALL TO ORDER

Board President Sandra Williams called the meeting to order at 5:32 p.m.

Pledge of Allegiance:

Trustee Marisol Rubalcaba led the Flag Salute.

Superintendent Presentations/ Reports – Non- Action Items

- **El Monte Middle School Presentation**
- **Lovell High School Presentation**
- **Orosi High School Presentation**
- **Aquatic Complex Presentation**

Superintendent Valdez introduced El Monte Middle School Principal Dr. Larissa Goosev. Dr. Goosev introduced her administrative staff Assistant Principals Javier Gomez and Jacky Garabay. She also welcomed her staff and presented the baseball themed bulletin board. Students from El Monte Middle leadership team presented a presentation on kindness and shared a short video with messages on the meaning of kindness.

The following students and staff were recognized.
Aaron Rodriguez - 6th Grade
Angel Salazar - 7th Grade
Jhosmart Martinez Pacheco - 8th Grade
Classified Staff - Rochelle Gonzalez
Certificated - Joshua Valencia

Also recognized for her support for the El Monte Middle School Band was parent volunteer Michelle Huerta. She thanked Mrs. Huerta for her support with the Band boosters and stated she has been a great help to the El Monte Middle School Band Program.

Lovell High School Student Board Representative provided a presentation on past, current and upcoming events and Lovell High School.

Orosi High School Student Board Representative Provided a presentation on past, current and upcoming events for Orosi High School.

Administrator of Instruction Programs, Jayboy Camaquin and Expanded Learning Facilitator Diana Moncada presented a presentation on the Aquatic Center upcoming summer schedule and programs.

Public Comments:

COUTA President Lindsay Mendoza addressed the Board and informed they were hoping to get support for Prop 55. She informed the current measure would be expiring in 2030. She informed they were asking for Board and administrators' support by obtaining petition signatures to continue Prop 55. The Board thanked her for the information and agreed to sign the petition.

Consent Items:

1 Minutes of the Regular Board Meeting Dated January 8, 2026

2 Accounts Payable Total Payments Dated December 18, 2025, through January 28, 2026

3 Budget Revision #7

4 January Cash Balance Report

5 Accept the Quarterly Williams Uniform Complaint Report for October – December 2025

6 Approve the 2025-2026 Consolidated Application

7 Interdistrict Transfer Requests

8 Approve the Orosi High School Senior Class Grad Nite Overnight Trip to Anaheim, CA

9 Approve Work Based Learning (WBL) Cal HOSA Leadership Development State Conference Overnight Stay

10 Approve Work Based Learning (WBL) FFA Leadership Development State Conference Overnight Stay

11 Approve AVID Magic Mountain Private Party Overnight Field Trip for Orosi High School and El Monte Middle School

12 Ratify Agreement for Services from First Five of Tulare County Cal WORK's Home Visiting Program

13 Approve Scholar System Professional Learning and Empowerment of Solutions for Educators and Students

14 Ratify Latino Commission – Nuevo Comienzo 2025-2026 Invoice

15 Approval of the Comprehensive School Safety Plan for the 2026-2027 School Year

16 Addition of Contractors to the District Cost Accounting Prequalification List (CUPCCAA)

Board President Williams presented the Consent Items and entertained comments and/or questions. Trustee Delia Martinez noted there was a typo on Item #11. She noted the Orosi was not spelled correctly and noted the correct spelling of Orosi.

Board president Williams stated she wished to abstain from the vote on Item #7 as she had a family member in the interdistrict requests listed and did not want there to be a conflict with her vote.

17 Contractor Prequalification List

18 Update Board Policy and Administrative Regulation 0450: Comprehensive Safety Plan

19 Update Board Policy and Administrative Regulation 1340 – Access to District Records

20 Update Board Policy 3400 – Management of District Assets/Accounts

21 Update Board Policy and Administrative Regulation 5125 – Student Records

22 Update Board Policy, Administrative Regulation & Exhibit 5125.1: Release of Directory Information

23 Update Board Bylaw 9005 – Governance Standards

24 Update Board Bylaw 9010 – Public Statements

25 Update Board Bylaw 9011 – Disclosure of Confidential/Privileged Information

26 Update Board Bylaw 9012 – Board Members Electronic Communications

27 Update Board Bylaw 9110 – Term of Office

28 Update Board Bylaw 9121 – President

29 Update Board Bylaw 9123 – Board Clerk

30 Update Board Bylaw 9124 – Attorney

31 Update Board Bylaw 9130 – Board Committees

32 Update Board Bylaw 9140 – Board Representatives

33 Update Board Bylaw 9220 – Governance Board Elections

34 Update Board Bylaw and Exhibit 9222 - Resignations

35 Update Board Bylaw and Exhibit 9224 – Oath or Affirmations

36 Update Board Bylaw and Exhibit 9230 – Orientation

37 Update Board Bylaw 9260 – Legal Protection

38 Update Board Bylaw 9310 – Board Policies

39 Update Board Bylaw 9324 – Minutes and Recordings

40 Update Board Bylaw 9400 – Board Self Evaluation

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to approve Items #1-40 with the exclusion of Item #7 for separate vote and the correction on Item #11 noting Orosi as the correct spelling of the high school. 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

A motion was made by Trustee Karen Gonzalez seconded by Trustee Javier Quevedo to approve Items #7. The motion was approved with a vote of 6-0-1 with the votes as follows:

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

Curriculum/Instruction Items:

41 February Curriculum/Instruction Report

Assistant Superintendent Swanson introduced Student Services Director Sunsie Tumacder presented and LCAP Mid-Year Review presentation. She informed the district was beginning a new cycle for the new LCAP. She stated as they completed the current cycle they begin preparing the next plan. She stated the plan may change as the templates tend to change with every cycle. She shared academic excellence areas for the district as well as areas that need improvement. She stated they had already begun LCAP meeting with PAC and DELAC. She stated forums with district staff were scheduled as well as forums for student input. She informed after input sessions were held the LCAP would go for public hearing for input followed by adoption in June with the Budget. Trustee Joni Jordan asked if the plans were 3- or 4-year plans. Mrs. Tumacder stated they overlapped as planning for the next plan began during the current plan term.

No additional questions or comments were presented.

A motion was made by Trustee Javier Quevedo seconded by Trustee Marisol Rubalcaba to approve the report for Item #41. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

42	Approve Proposed Early Graduates	Board President Williams presented Item #42. Assistant Superintendent Shevonne Swanson informed the student listed was requesting early graduation due to unique circumstances. She informed she had met all requirements for graduation. A motion was made by Trustee Joni Jordan seconded by Trustee Delia Martinez to approve Item #42. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Administrative/Organizational Items:		Board President Williams presented Item #43. She informed the ballot listed two candidates and there were two candidate seats available.
43	Vote for California School Board Association (CSBA) Delegate Assembly Election	A motion was made by Trustee Delia Martinez, seconded by Trustee Karen Gonzalez to approve Item #43. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
44	First Reading: Board Bylaw Exhibit 9220 – Governing Board Elections	Board President Williams presented Item #44. Superintendent Valdez informed the Board bylaws were being updated as well as the board handbook. She stated the bylaws needed updated so reflect changes and updates. She informed the following bylaws were new and presented for acceptance of first reading and would be presented for final adoption in March. A motion was made by Trustee Delia Martinez, seconded by Trustee Marisol Rubalcaba to accept Item #44. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
45	First Reading: Board Bylaw 9240 – Board Training	A motion was made by Trustee Marisol Rubalcaba, seconded by Trustee Joni Jordan to accept Item #45. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes

		Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
46	Second Reading and Adoption of New Board Policy and Administrative Regulation 1445: Response to Immigration Enforcement	Board President Williams presented Item #46. Assistant Superintendent Shevonne Swanson informed the policy had been presented at the previous board meeting for first reading. She informed the policy was now being applied to both employees and students. She informed the following item was the deletion of the current policy as the section would now be included with Board Policy and Administrative Regulation 1445: Response to Immigration. A motion was made by Trustee Delia Martinez, seconded by Trustee Javier Quevedo to approve Item #46. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
47	Delete Board Policy and Administrative Regulation 5145.13 – Response to Immigration Enforcement	A motion was made by Trustee Joni Jordan, seconded by Trustee Marisol Rubalcaba to approve Item #47. 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
48	Annual Audit Report as of June 30, 2025	Board President Williams presented Item #48. CFO Faith Coleman introduced Michelle Lizazo who presented the Annual Audit Report via Zoom. She thanked he Business Department for promptly providing the information needed to complete the report. informed the report showed no findings and therefore a positive report was submitted. No questions or comments were presented. A motion was made by Trustee Marisol Rubalcaba, seconded by Trustee Javier Quevedo to approve Item #48. 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
49	Approval of Facility Use Agreement with American Red Cross	Facilities Director presented Item #49. He informed the contract presented was to continue the current agreement in place. He informed facilities had only been used a couple times when needed for flooding and cooling centers with low attendance.

		A motion was made by Trustee Marisol Rubalcaba, seconded by Trustee Javier Quevedo to approve Item #49. 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
50	Approval of Master Lease Agreement for District Vehicle Fleet Replacement	Facilities Director Raffi Soghomonian and CFO Faith Coleman presented item #50. They informed the agreement would not replace the current cars. Mr. Soghomonian informed they would have the option to sell cars that were outdated and purchase vehicles as needed. He informed the cars would be new cars. He stated the cars would not be leased but purchased as needed. A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to approve Item #50. 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
51	Revision of Facility Use Fee Schedule	Mr. Soghomonian informed the facilities fee schedule would not include the fees for the aquatic complex. Superintendent Valdez informed there were already outside programs inquiring about the use of the facilities, therefore they wanted to update the fee schedule to provide more information about any future costs for the use of the aquatic complex facilities. Trustee Delia Martinez asked if the pricing list included lifeguards. Mr. Soghomonian informed it did include the with lifeguards as lifeguards were required when in the facilities. He stated the number of lifeguards would vary based on the amount of people in the complex. He informed there was a ratio for lifeguards that needs to be applied. A motion was made by Trustee Delia Martinez, seconded by Trustee Javie Quevedo to approve Item #51. 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
52	Approval of the 2026-2027 Home – to – School Transportation Plan	Mr. Soghomonian presented Item 52 he informed the plan was a routine item stating the district would provide transportation to those who were eligible. A motion was made by Trustee Delia Martinez, seconded by Trustee Javier Quevedo to approve Item #52. 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
53	Approval of Water Service Agreement with Orosi Public Utility District	Board President presented Item #53. Mr. Soghomonian informed there was already an agreement with the Orosi Public Utility District in place for the water well for the Family Education Center. He informed because the state was no involved they were requiring an agreement be made with the State also for the water services provided. A motion was made by Trustee Marisol Rubalcaba, seconded by Trustee Joni Jordan to approve Item #53. 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
54	Approval of (1) Full Time Learning Director/Athletic Director Position and Job Description	Superintendent Valdez presented Item #54 and informed the were changing the Athletic Director position to include the title of Learning Director it. She informed having the Athletic Director be an administrator would allow the person to provide late evening supervision during evening athletics events and summer time event. A motion was made by Trustee Karen Gonzalez, seconded by Trustee Javier Quevedo to approve Item #54. 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
55	Approval of Seasonal Summer Positions and Job Descriptions: Lifeguard, Lead Lifeguard, Aquatics Manager, Pool Cashier	Superintendent Valdez presented Item #55. She informed the summer positions would cover the aquatic complex programs and would be filled as the summer additional help temp position were filled on a temporary basis. She stated they were hoping to fill these positions so they can run the summer programs as previously presented. A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to approve Item #55. 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

56	Approve Resolution No. 2025-2026-09: For Employment of Short-Term Positions for the 2025-2026 School Year	Superintendent Valdez presented Item #56 and informed the Item was a routine item sent annually in preparation for hiring summer support staff. She stated every summer, the facilities department hired extra help to help with the many summer-time projects needed in preparation for the new school year. She stated current permanent staff often took their vacation in the summer, so the summer extra help was needed when staff were out. A motion was made by Trustee Delia Martinez, seconded by Trustee Marisol Rubalcaba to approve Item #56. 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
57	Approve Resolution No. 2025-2026-10: For Reduction of Classified Services for the 2026-2027 School Year	Superintendent Valez presented Item #57. She stated the positions listed were grant funded positions whose grant funding was sunsetting. She informed most of the positions listed were able to transfer to other positions in the district and paid for by other funding sources. A motion was made by Trustee Javier Quevedo, seconded by Trustee Joni Jordan to approve Item #57. 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 public comments were presented on the Closed Session Items listed in the agenda.
Closing Comments:		The Board thanked everyone for attending and thanked El Monte Middle School for the great presentation. Trustee Delia Martinez thanked Laura Gonzalez for hosting the Community School Programs meeting at the district office. The thanked the administrative staff present for their hard work and dedication to the students.
Adjourn to Closed Session:		A motion was made by Trustee Delia Martinez, seconded by Trustee Marisol Rubalcaba to adjourn to Closed Session at 7:21 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 8:25 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:

Item A – Personnel Items:

- **Personnel Letter**

Board President Williams reported out on the following personnel items presented in the personnel letter for review and action:

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Fabiola Martinez Adame, Speech Language Pathologist Assistant District Wide, effective January 12, 2026.
2. Esteban Flores, Custodian Bus Driver at Golden Valley Elementary School, effective December 23, 2025.
3. Oscar Ruiz Figueroa, Custodian at Orosi High School, effective January 7, 2026.
4. Angelica Contreras, Bilingual Instructional Aide at Lovell High School, effective January 12, 2026.
5. Olivia Garcia Zacarias, Bilingual Instructional Aide at El Monte Middle School, effective January 12, 2026.
6. Elsa Corchado, Grant Funded R&E Aide at El Monte Middle School, effective January 22, 2026. GRANT FUNDED
7. Juliana Fonseca, Special Education Aide at Cutler Elementary School, effective January 26, 2026.
8. Andrew Idiarte, Special Education Aide at Palm Elementary School, effective January 27, 2026.
9. Jesus Medina, Athletic Director/Learning at Orosi High School, start date to be determined, pending verification and clearances.
10. Elena Ozuna, Teacher for the 2026-2027 school year, school site to be determined, pending verification and clearances.
11. Jose Christian Juarez, Teacher for the 2026-2027 school year, school site to be determined, pending verification and clearances.
12. Yolanda Sanchez, Teacher for the 2026-2027 school year, school site to be determined, pending verification and clearances.
13. Sophia Lampa, Teacher for the 2026-2027 school year, school site to be determined, pending verification and clearances.
14. Leslie Garcia, Teacher for the 2026-2027 school year, school site to be determined, pending verification and clearances.
15. Lynda Munoz, Teacher for the 2026-2027 school year, at Orosi High School, pending verification and clearances.
16. Paulina Flores, Teacher for the 2026-2027 school year, at Orosi High School, pending verification and clearances.
17. Destiney Warren, Teacher for the 2026-2027 school year, at Orosi High School, pending verification and clearances.
18. Julio Martinez, Counselor I for the 2026-2027 School year, site to be determined. GRANT FUNDED

19. Stephen Castillo, Counselor I for the 2026-2027 School year, site to be determined. GRANT FUNDED
20. Deysy Fuentes Aranda, Counselor I for the 2026-2027 School year, site to be determined. GRANT FUNDED
21. Mayra Sandoval, Counselor I for the 2026-2027 School year, site to be determined. GRANT FUNDED
22. Luz Palacios, Educational Social Worker for the 2026-2027 School year, site to be determined. GRANT FUNDED
23. Jonathan Garcia, Psychologist for the 2026-2027 School year, site to be determined. GRANT FUNDED
24. Jessica Ibanez-Alvarado, Psychologist for the 2026-2027 School year, site to be determined. GRANT FUNDED
25. Griselda Moreno, School Nurse for the 2026-2027 School year, District wide.
26. Jesica Shankel, Board Certified Analyst for the 2026-2027 School year, District wide. GRANT FUNDED
27. Approval of the 2025-2026 Spring Coaches:

OHS Boys Tennis: Varsity Head Coach – Nick Cabuutan
Varsity Assistant Coach - Alejandro Rosales

OHS Baseball: Varsity Head Coach – Eduardo Garcia
Varsity Assistant Coach – Israel Villareal/ Guadalupe Mejia
JV Head Coach – Victor Marquez

OHS Softball: Varsity Head Coach – Ricardo Yanez
Varsity Assistant Coach – Franchesca Velasquez
JV Head Coach – Ramiro Gonzalez

OHS Track and Field: Varsity Head Coach – Ben White
Varsity Assistant Coach – Bulfrido Martinez
Varsity Assistant Coach – Isabella Jimenez
Varsity Assistant Coach – Julio Olivera

El Monte Volleyball: Varsity Head Coach – Keshia Garcia
JV Head Coach – Elizabeth Ronan

El Monte Cross Country: Varsity Head Coach – Jeremey Gomez

Orosi Youth Football: Youth Football Director – Derren Lambeyon
Youth Football Director – Mario Sepulveda
Varsity Head Coach – Mario Sepulveda
Varsity Head Coach – Manuel Huitron
Assistant Coach – Derren Lambayon
Assistant Coach – Anthony Valero

Orosi Youth Football Cheer: Varisty Head Coach – Kathryn Huerta

El Monte Basketball: Boys Varsity Head Basketball – Issiah Villegas
Boys JV Head Coach – Eduardo Garcia
Girls Varisty Head Coach – Cassidy Rodriguez
Girls JV Head Coach – Jorge Gonzalez

El Monte Soccer: Boys Varsity Soccer Head Coach – Jaime Pena
Girls Varsity Soccer Head Coach – Anapalmira Pena

El Monte Baseball – Assistant Coach – Steven Gamboa

El Monte Softball – Varsity Head Coach – Elizabeth Ronan

El Monte Track – Varsity Head Coach – Jeremy Gomez
Varsity Assistant Coach – Gustavo Villarreal

PROMOTIONS/REASSIGNMENTS:

28. Jocelyn Carrion, from Grant Funded R&E Aide to Grant Funded R&E Assistant Lead, effective January 26, 2026. GRANT FUNDED

RESIGNATIONS/RETIREMENTS:

29. Regino Peregrino, Campus Security Bus Driver at Orosi High School, resigned effective December 19, 2025.
30. Jason Benham, Computer Technician at Golden Valley Elementary School, resigned effective January 2, 2026.
31. Marissa Lopez, Grant Funded R&E Aide at Golden Valley Elementary School, resigned effective January 14, 2026. GRANT FUNDED
32. Zayra Lopez, Grant Funded R&E Assistant Lead at Cutler Elementary School, resigned effective January 16, 2026. GRANT FUNDED
33. Alexa Huerta, Campus Security Instructional Aide at Palm Elementary School, resigned effective January 12, 2026.
34. Abigail Zamora, Outreach Aide District Wide, resigned effective January 23, 2026.
35. Ivette Garcia Sanchez, Grant Funded R&E Aide at El Monte Middle School, resigned effective February 4, 2026. GRANT FUNDED
36. Linda McClung, RSP Teacher at Lovell/Preschool, retired effective January 11, 2026.
37. Brian Zimmerman, Assistant Superintendent of Administrative Services, resigned effective February 1, 2026.
38. David Sanchez, RSP Teacher at Orosi High School, resigning effective June 5, 2026.
39. Bertha Del Bosque, Teacher at Cutler Elementary School, retiring effective June 5, 2026.
40. David Morales, Teacher at El Monte Middle School, resigning effective June 5, 2026.

LEAVES: (Statutory – For Informational Purposes):

41. Monica Guzman-Ruvalcaba, Outreach Aide at Family Education Center, on Maternity Leave beginning January 23, 2026 through 6-8 weeks post-partum.
42. Berenice Rodriguez-Perez, Preschool Aide at Golden Valley Preschool, on Baby Bonding Leave beginning February 17, 2026 through May 19, 2026.
43. Karina Moya, Academic Coach at District Wide, on Baby Bonding Leave beginning January 12, 2026 through February 9, 2026.
44. Stephen Castillo, School Counselor at Orosi High School, on Baby Bonding Leave beginning January 20, 2026 through March 5, 2026.

A motion was made by Trustee Marisol Rubalcaba seconded by Trustee Joni Jordan to approve the Personnel Letter items as presented. The motion was approved with a vote of 6-0-1 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 – Abstain

Item B – Discipline/Dismissal/Release • **Resolution No. 2025-2026-11 – Non-Reelection of Certificated Employees** • **Resolution No. 2025-2026-12 – Non-Reelection of Certificated Employees** • **Resolution No. 2025-2026-13 – Non-Reemployment of Temporary Certificated Employees**	A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Item B for Resolutions:2025-2026-11, 2025-2026-12, 2025-2026-13. 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
Item C - Conference with Labor Negotiators	No action was taken on Item C.
Item D – Student Expulsion, Suspension or Disciplinary Action for the following Cases: •**2025-2026-05 – Enforce** •**2025-2026 – Transfer - Enforce**	Upon reconvening to Open Session, a motion was made by Trustee Delia Martinez seconded by Trustee Javier Quevedo to approve the Case 2025-2026-05 – Enforce and Case 2025-2026 – Transfer-Enforce as noted prior to Closed Session. 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 added comments were presented.
Adjournment:	A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to adjourn the meeting at 8:29 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
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE SPECIAL BOARD MEETING DATED MARCH 5, 2026**

ATTACHMENTS: **MINUTES OF THE SPECIAL BOARD MEETING DATED MARCH 5, 2026**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Special Meeting of the Board of Trustees was held on March 5, 2026. Attached for review and approval are the minutes from the meeting.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Special Board Meeting Minutes Dated March 5, 2026.**

PROPOSED ACTION: **APPROVE**

Item #: 3

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

MINUTES OF THE BOARD OF TRUSTEES SPECIAL BOARD MEETING

Special	9:30 a.m.	Thursday, March 5, 2026
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees

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

District Office Administration

Yolanda Valdez

ALL TO ORDER	Board President Sandra Williams called the meeting to order at 9:31 a.m.
Pledge of Allegiance:	Trustee Sandra Williams lead the Flag Salute.
Public Comments:	No comments were presented.
Administrative/Organizational Items: 1. Approve Overnight Trips for Orosi High School Varsity Boys Basketball Participation in the 2026 CIF State Boys Basketball Championship Division V	Superintendent Valdez the boys basketball had made it to the next level of division playoffs and would be playing and away game and should they move on to the next level there might be a possibility for a second overnight trip. It was requested they Board approve the participation in the upcoming game as well as any upcoming finals games. A motion was made by Trustee Marisol Rubalcaba seconded by Trustee Mary Helen Espino to approve Item #1. The Motion was approved with the following vote of 4 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Absent Javier Quevedo –Absent Karen Gonzalez - Yes
Comments:	No additional comments were presented.
Adjournment:	A motion was made by Trustee Mary Helen Espino seconded by Trustee Karen Gonzalez to adjourn the meeting at 9:34 a.m. The Motion was approved with the following vote of 4 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Absent Javier Quevedo – Absent Karen Gonzalez – Yes Respectfully Submitted, Yolanda Valdez Superintendent (MM)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**ACCOUNTS PAYABLE TOTAL PAYMENTS REPORT DATED JANUARY 29, 2026 THROUGH FEBRUARY 26, 2026**
ATTACHMENTS:	**TOTAL PAYMENTS REPORT & SUMMARY**
FUNDING SOURCE:	**N/A**

DISCUSSION:

Attached is the Accounts Payable Total Payments Report. The report is dated January 29, 2026 through February 26, 2026 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 #: 4

TOTAL PAYMENTS SUMMARY REPORT

January 29, 2026 to February 26, 2026

Books, Materials & Supplies *40xxx - 44000*	$	238,880
Food - Food Services *47xxx*	$	270,703
Professional Services, Operations & Repairs *51xxx - 54xxx, 56xxx - 58000*	$	709,981
Utilities & Communications *55xxx & 59xxx*	$	142,387
Capital Outlay (Construction & Equipment) *6xxxx*	$	366,655
Health Insurance *9xxxx*	$	815,575
TOTAL	**$**	**2,544,181**

8 **Cutler-Orosi Jt. Unified School District** **Total Payments Report** **Report Date:** 02/26/2026 9:13:13AM **Page 1 of 7**

Summary

DatePaid between 01/29/2026 and 02/26/2026

Vendor No.	Vendor Name	Ven. Type	1099		Amount
48	WESTERN ASSOCIATION OF SCHOOLS	03	00	**Total Payment Amount:**	**$1,270.00** *
2257	FRONTIER COMMUNICATIONS	00	00	**Total Payment Amount:**	**$546.45** *
4237	OROSI PUBLIC UTILITY DIST. (0)	09	00	**Total Payment Amount:**	**$7,345.91** *
4269	P G & E	03	00	**Total Payment Amount:**	**$94,753.96** *
4325	CLINES BUSINESS EQUIPMENT INC.	03	00	**Total Payment Amount:**	**$490.27** *
4372	PENAS DISPOSAL SERVICE INC.	03	00	**Total Payment Amount:**	**$15,080.46** *
5388	GAS COMPANY, THE	03	00	**Total Payment Amount:**	**$16,683.97** *
11714	DINUBA LUMBER (6)	03	00	**Total Payment Amount:**	**$2,634.72** *
11851	CUTLER PUBLIC UTILITY	09	00	**Total Payment Amount:**	**$1,621.68** *
12284	CAVES & ASSOCIATES	02	06	**Total Payment Amount:**	**$1,500.00** *
13418	LEES SERVICE	03	00	**Total Payment Amount:**	**$2,868.94** *
13576	ABE-EL WHOLESALE, INC.	03	00	**Total Payment Amount:**	**$29,095.10** *
14036	EWING IRRIGATION PRODUCTS	03	00	**Total Payment Amount:**	**$5,260.50** *
15790	GOPHER SPORT	03	00	**Total Payment Amount:**	**$597.00** *
16246	EMPLOYMENT DEVELOPMENT DEPT.	00	00	**Total Payment Amount:**	**$4,474.95** *
16918	CLASSIC CHARTER	03	00	**Total Payment Amount:**	**$2,494.00** *
17821	YETTEM SEWER	00	00	**Total Payment Amount:**	**$133.50** *
19008	ODP BUSINESS SOLUTIONS,LLC	09	00	**Total Payment Amount:**	**$4,942.10** *
19177	LAKESHORE LEARNING MATERIALS	03	00	**Total Payment Amount:**	**$1,697.17** *
19216	CSET	03	00	**Total Payment Amount:**	**$469.90** *
19318	CAROLINA BIOLOGICAL SUPPLY	03	00	**Total Payment Amount:**	**$225.63** *
19420	PRODUCERS	03	00	**Total Payment Amount:**	**$44,209.87** *
19430	GOLD STAR FOODS	03	00	**Total Payment Amount:**	**$34,213.64** *
19438	SYSCO FOODSERVICES OF	03	00	**Total Payment Amount:**	**$158,812.28** *
19439	CULLIGAN	03	00	**Total Payment Amount:**	**$138.00** *
19570	TULARE CO OFFICE OF EDUCATION	00	00	**Total Payment Amount:**	**$7,600.00** *
19707	APPLE COMPUTER INC	00	00	**Total Payment Amount:**	**$15,921.09** *
19710	POSITIVE PROMOTIONS	03	00	**Total Payment Amount:**	**$165.45** *
19719	SAN JOAQUIN PEST CONTROL OF	03	00	**Total Payment Amount:**	**$3,600.00** *
19773	JENSEN & PILEGARD	03	00	**Total Payment Amount:**	**$835.62** *
20561	VALLEY INDUSTRIAL MEDICAL GRP	03	00	**Total Payment Amount:**	**$115.00** *
20632	ERNEST PACKAGING SOLUTIONS	03	00	**Total Payment Amount:**	**$23,266.73** *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
20861	SISC III	09	00	Total Payment Amount:	$811,100.00 *
20969	QUINN POWER SYSTEMS	03	00	Total Payment Amount:	$52.24 *
21035	CHETS PLUMBING CO	01	06	Total Payment Amount:	$7,223.86 *
21080	FRESNO OXYGEN	03	00	Total Payment Amount:	$573.04 *
21249	CALIFORNIA ASSOCIATION OF FFA	00	00	Total Payment Amount:	$8,130.00 *
21391	SMART & FINAL	00	00	Total Payment Amount:	$335.14 *
21740	BARCO PRODUCTS CO.	03	00	Total Payment Amount:	$1,568.78 *
21808	DEMCO	03	00	Total Payment Amount:	$2,318.19 *
21832	LAWRENCE TRACTOR CO.	03	00	Total Payment Amount:	$1,525.94 *
21891	VERIZON WIRELESS	00	00	Total Payment Amount:	$1,253.97 *
22023	TULARE COUNTY ENVIRONMENTAL HE	09	00	Total Payment Amount:	$1,780.00 *
22069	TULARE COUNTY OFFICE OF ED.ERS	09	00	Total Payment Amount:	$19,765.83 *
22162	GEARY PACIFIC SUPPLY	03	00	Total Payment Amount:	$312.15 *
22252	TULARE COUNTY SHERIFFS DEPT.	09	00	Total Payment Amount:	$65,959.18 *
22441	CDW-G	03	00	Total Payment Amount:	$19,863.10 *
22661	OFFICE OVERLOAD	01	06	Total Payment Amount:	$765.73 *
22675	INTERNATIONAL AGRI-CENTER INC.	03	00	Total Payment Amount:	$1,620.00 *
22963	TULARE COUNTY OFFICE OF EDUCAT	09	00	Total Payment Amount:	$12,753.37 *
22973	CALSA	00	00	Total Payment Amount:	$1,950.00 *
23175	4IMPRINT	03	00	Total Payment Amount:	$179.26 *
23238	TETER	06	06	Total Payment Amount:	$4,950.00 *
23257	FOX INTERPRETING	03	00	Total Payment Amount:	$7,877.91 *
23581	Y R PIZZA PLANET	06	00	Total Payment Amount:	$1,600.00 *
23622	IMAGINE U	09	00	Total Payment Amount:	$700.00 *
23655	JUNIOR LIBRARY GUILD	03	00	Total Payment Amount:	$3,924.20 *
23685	D H MACHINE INC.	03	00	Total Payment Amount:	$996.39 *
23892	BAKEMARK	03	00	Total Payment Amount:	$4,372.26 *
24187	RECYCLED WOOD PRODUCTS	03	00	Total Payment Amount:	$6,788.25 *
24341	ZWEIGLE SEPTIC, LLC	03	00	Total Payment Amount:	$250.00 *
24380	A & G TELEPHONE SERVICE INC.	03	00	Total Payment Amount:	$2,353.81 *
24417	SWANSON, SHEVONNE	00	00	Total Payment Amount:	$41.75 *
24436	BUSWEST - FRESNO	03	00	Total Payment Amount:	$2,151.02 *

Summary

DatePaid between 01/29/2026 and 02/26/2026

Vendor No.	Vendor Name	Ven. Type	1099		Amount
24492	CROWN AWARDS	03	00	Total Payment Amount:	$215.06 *
24513	MCCLUNG, LINDA	00	00	Total Payment Amount:	$27.86 *
24542	ATKINSON, ANDELSON, LOYA, RUDD	03	00	Total Payment Amount:	$931.88 *
24626	T-MOBILE	03	00	Total Payment Amount:	$1,404.42 *
24708	WOODLAKE GROWERS SUPPLY CO	03	00	Total Payment Amount:	$254.60 *
24756	U. S. BANK	03	00	Total Payment Amount:	$25,972.61 *
24877	MACMILLAN/MCGRAW-HILL	09	00	Total Payment Amount:	$2,331.78 *
24898	LEO'S NURSERY	02	00	Total Payment Amount:	$334.07 *
24929	SHERWIN-WILLIAMS CO., THE	03	00	Total Payment Amount:	$2,282.68 *
24988	KIMBALL MIDWEST	03	00	Total Payment Amount:	$2,194.43 *
25012	US AIRCONDITIONING DIST. INC	03	00	Total Payment Amount:	$439.89 *
25095	FLORAL SUPPLY SYNDICATE	06	06	Total Payment Amount:	$1,635.77 *
25205	AUTO ZONE	00	00	Total Payment Amount:	$917.38 *
25217	RICKS VENDING DISTRIBUTION	03	00	Total Payment Amount:	$1,019.57 *
25229	LOWES -#98007297470	00	00	Total Payment Amount:	$5,339.75 *
25330	CUMMINS WEST	03	00	Total Payment Amount:	$6,415.24 *
25364	AMERICAN INCORPORATED	03	00	Total Payment Amount:	$12,234.45 *
25393	WOODBURN PRESS	06	06	Total Payment Amount:	$1,654.51 *
25403	SNA	00	00	Total Payment Amount:	$158.00 *
25575	VALDEZ, YOLANDA	00	00	Total Payment Amount:	$300.00 *
25680	TRONCOZO, MELISSA	00	00	Total Payment Amount:	$313.89 *
25711	W.W. GRAINGER, INC.	03	00	Total Payment Amount:	$428.95 *
25735	J.W. PEPPER	03	00	Total Payment Amount:	$431.47 *
25792	CHILDS AND COMPANY, INC.	03	00	Total Payment Amount:	$2,577.55 *
25933	FAMILY WORKS INC,	03	00	Total Payment Amount:	$2,400.00 *
25937	CSNA	00	00	Total Payment Amount:	$65.00 *
25949	WILLIAM V. MACGILL	03	00	Total Payment Amount:	$366.46 *
25950	IMPERIAL DADE	09	00	Total Payment Amount:	$7,061.39 *
25977	JS COMMUNICATIONS, INC.	03	00	Total Payment Amount:	$277.80 *
25985	LATINO COMMISSION	03	00	Total Payment Amount:	$50,000.00 *
26016	O'REILLY AUTO PARTS	03	00	Total Payment Amount:	$482.68 *
26057	BSN SPORTS, INC	03	00	Total Payment Amount:	$341.42 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
26109	CVIN LLC	03	00	Total Payment Amount:	$15,546.10 *
26111	CALIFORNIA ASSOCIATION OF SUPE	09	00	Total Payment Amount:	$3,600.00 *
26162	J & E RESTAURANT SUPPLY INC	03	00	Total Payment Amount:	$364.03 *
26213	SOUTHERN BLEACHER COMPANY, INC	03	00	Total Payment Amount:	$367.41 *
26270	A&E INDUSTRIAL CLEANING	03	00	Total Payment Amount:	$255.24 *
26320	VALLEY SECURITY ALARM	03	00	Total Payment Amount:	$6,676.55 *
26350	SICO AMERICA INC.	00	00	Total Payment Amount:	$3,587.27 *
26398	HCI SYSTEMS, INC.	03	00	Total Payment Amount:	$3,374.00 *
26478	VALLEY ROP	09	00	Total Payment Amount:	$162,411.77 *
26489	ERC	03	00	Total Payment Amount:	$14,000.00 *
26497	BULK BOOKSTORE	03	00	Total Payment Amount:	$1,110.63 *
26666	G2SOLUTIONS, INC.	03	00	Total Payment Amount:	$1,074.95 *
26687	DOCTORS OCCUPAIONAL TESTING SO	01	05	Total Payment Amount:	$425.00 *
26713	EMERZIAN WOODWORKING	03	00	Total Payment Amount:	$2,426.73 *
26721	REFRIGERATION SUPPLIES DISTRJB	03	00	Total Payment Amount:	$2,417.65 *
26734	TORRES VALLEY WIDE STEAM CLEAN	01	06	Total Payment Amount:	$2,925.00 *
26776	CMEA CENTRAL SECTION	09	00	Total Payment Amount:	$675.00 *
26912	AMAZON CAPITAL SERVICES	03	00	Total Payment Amount:	$75,664.87 *
26951	ECOLAB INC.	03	00	Total Payment Amount:	$150.88 *
26973	CAL APPAREL	03	00	Total Payment Amount:	$968.13 *
26996	CABE	09	00	Total Payment Amount:	$10,000.00 *
27091	PAPE TRUCKS INC.	03	00	Total Payment Amount:	$1,023.86 *
27203	STS EDUCATION	03	00	Total Payment Amount:	$360.00 *
27214	SA SERVING LINES, INC.	03	00	Total Payment Amount:	$4,292.91 *
27258	ALTA FENCING COMPANY	01	06	Total Payment Amount:	$28,154.98 *
27285	GENERATION GENIUS, INC.	03	00	Total Payment Amount:	$1,995.00 *
27287	QUINTANILLA, ANTONIO	00	00	Total Payment Amount:	$161.67 *
27428	CINTAS	03	00	Total Payment Amount:	$3,468.94 *
27456	ZAJONC CORP	03	00	Total Payment Amount:	$21,976.25 *
27461	JOHNSTONE SUPPLY	03	00	Total Payment Amount:	$1,603.13 *
27488	YETTEM-SEVILLE CSD	03	00	Total Payment Amount:	$87.66 *
27493	SOLIANT HEALTH, LLC	06	06	Total Payment Amount:	$20,757.50 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
27511	SITELOGIQ	03	00	Total Payment Amount:	$323,732.21 *
27527	CALIFORNIA BAND DIRECTORS ASSO	09	00	Total Payment Amount:	$260.00 *
27532	ALLIED STORAGE CONTAINERS	03	00	Total Payment Amount:	$3,402.75 *
27557	TURF TANK	03	00	Total Payment Amount:	$7,428.98 *
27567	FRESH CUT FLORIST	01	00	Total Payment Amount:	$594.04 *
27574	HD SUPPLY	03	00	Total Payment Amount:	$3,296.44 *
27593	LEAF	06	01	Total Payment Amount:	$4,455.77 *
27595	WATER SYSTEM SOLUTIONS LLC	03	00	Total Payment Amount:	$425.00 *
27596	SCP POOL DISTIBUTORS LLC	00	00	Total Payment Amount:	$978.91 *
27602	INTERNATIONAL ACADEMY OF SCIEN	09	00	Total Payment Amount:	$11,850.00 *
27603	FIRST STRING SPORTS	03	00	Total Payment Amount:	$2,206.18 *
27609	NICK'S CUSTOM GOLF CARS	03	00	Total Payment Amount:	$396.86 *
27615	ROCKET MATH, LLC	03	00	Total Payment Amount:	$600.00 *
27639	WALTERS, DILLON	00	00	Total Payment Amount:	$1,704.80 *
27641	WEST MUSIC COMPANY, INC.	03	00	Total Payment Amount:	$1,155.48 *
27663	SAVECO #22	03	00	Total Payment Amount:	$226.02 *
27666	NATIONAL ASSOCIATION FOR MUSIC	00	00	Total Payment Amount:	$160.00 *
27703	ALL ABOUT BOOKS, LLC	03	00	Total Payment Amount:	$4,298.18 *
27726	LEONA WOODS	01	06	Total Payment Amount:	$5,684.00 *
27730	DOLLYWOOD FOUNDATION	03	00	Total Payment Amount:	$630.22 *
27743	EDP ENVIRONMENTS, INC.	03	00	Total Payment Amount:	$1,194.46 *
27777	MACKIN EDUCATIONAL RESOURCES	03	00	Total Payment Amount:	$4,685.40 *
27788	AT & T CALNET 4	00	00	Total Payment Amount:	$3,976.96 *
27802	MEEHLEIS MODULAR BUILDINGS, IN	03	00	Total Payment Amount:	$7,391.00 *
27821	QUINTANILLA, LIZETTE	00	00	Total Payment Amount:	$47.55 *
27878	AIRGAS, INC.	03	00	Total Payment Amount:	$686.50 *
27902	PREFERRED MOBILE EQUIPMENT	01	06	Total Payment Amount:	$630.60 *
27903	VIDES, DIANA	00	00	Total Payment Amount:	$47.71 *
27926	QUADIENT LEASING USA, INC.	03	00	Total Payment Amount:	$1,890.00 *
27942	SUPERIOR SERVICE CORP	03	00	Total Payment Amount:	$1,981.89 *
27956	EWELL EDUCATION SERVICES, INC.	03	00	Total Payment Amount:	$75.00 *
27994	GAME PLAN ATHLETIC TRAINING	01	06	Total Payment Amount:	$6,387.50 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
28040	BONTERRA	03	00	Total Payment Amount:	$22,530.30 *
28054	CHURROS OASIS & CATERING	01	06	Total Payment Amount:	$1,014.00 *
28071	KID SPARK EDUCATION	09	06	Total Payment Amount:	$3,107.94 *
28076	GONZALEZ, LAURA	00	00	Total Payment Amount:	$1,009.80 *
28159	MAYESH WHOLESALE FLORIST, INC.	03	00	Total Payment Amount:	$95.76 *
28176	UNITED HEALTH CENTERS OF THE	09	00	Total Payment Amount:	$53,249.80 *
28192	SUPREME SINGLETS	01	00	Total Payment Amount:	$1,648.93 *
28199	SAVE A LIFE TRAINING CENTER	01	06	Total Payment Amount:	$765.00 *
28228	STUDER EDUCATION, LLC	03	00	Total Payment Amount:	$19,779.00 *
28254	MCLOGAN SUPPLY CO, INC.	03	00	Total Payment Amount:	$1,478.22 *
28264	DAVID RODRIGUEZ	01	06	Total Payment Amount:	$590.00 *
28295	TECH INTERACTIVE, THE	09	06	Total Payment Amount:	$800.00 *
28303	ORTEGA RESTARAUNT	01	06	Total Payment Amount:	$1,476.00 *
28306	BENTLEY'S DRUM SHOP INC.	03	00	Total Payment Amount:	$1,580.24 *
28323	NORTHSTAR CHEMICAL	06	00	Total Payment Amount:	$3,605.87 *
28329	SUPERIOR POOL CARE	01	06	Total Payment Amount:	$4,618.32 *
28350	TREVIPAY - WALMART	03	00	Total Payment Amount:	$1,827.83 *
28361	ROBLES, JULIA	00	00	Total Payment Amount:	$76.17 *
28402	GONZALEZ, SASHA M.	00	00	Total Payment Amount:	$56.84 *
28454	ORTEGA, ADRIANA	00	00	Total Payment Amount:	$84.42 *
28466	MORENO, GRISELDA	00	00	Total Payment Amount:	$55.06 *
28478	PARENT UNIVERSITY	03	00	Total Payment Amount:	$2,993.20 *
28480	DISCOUNT DANCE	03	00	Total Payment Amount:	$9,823.71 *
28499	SCHERR, SUZANNE	00	00	Total Payment Amount:	$317.49 *
28506	ESQUIVEL-MARTINEZ, ANGELICA	00	00	Total Payment Amount:	$5.95 *
28509	OSTREA, VENICE	00	00	Total Payment Amount:	$26.75 *
28516	SNORKL, INC	03	00	Total Payment Amount:	$500.00 *
28519	CLEVER INC.	03	00	Total Payment Amount:	$7,200.00 *
28521	GONZALEZ, KAREN	00	00	Total Payment Amount:	$285.60 *
28522	QUEVEDO, JAVIER	00	00	Total Payment Amount:	$285.60 *
				Total Payment Amount:	$2,544,181.14 *

Summary

DatePaid between 01/29/2026 and 02/26/2026

Vendor No.	Vendor Name	Ven. Type	1099	Amount
			Grand Total Payment Amount:	$2,544,181.14 **

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

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

DISCUSSION:

At the start of each month, the Business Office reviews the District cash position to ensure adequate cash reserves are on hand to pay for District operations. The February 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 February Cash Balance Report**
PROPOSED ACTION:	**APPROVE**

Item #: 5

8 - Cutler-Orosi Jt. Unified School District

Current Cash Balance - Thru 02/26/2026
Payroll From 02/01/2026 Thru 02/28/2026

Report Date: 02/26/2026
GLD920 9:30:37AM

County Fund	District Number	Fund		Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
608	8	0100	General Fund	$66,440,377.96	$5,542,044.12	1,198.84
N/A	8	0800	Student Activity Special Revenue Fund	$0.00		
AAQ	8	1100	Adult Education Fund	$70,126.70	$24,968.69	280.86
AWL	8	1200	Child Development Fund	$1,724,435.05	$195,068.26	884.02
AUB	8	1300	Cafeteria Special Revenue Fund	$3,663,795.07	$169,853.30	2,157.03
AAT	8	1700	Special Reserve Fund for Other than Capital Outlay Pr	$0.67		
AZT	8	2110	Building Fund #1	$7,473,903.16		
AJS	8	2120	Building Fund # 2	$88,945.66		
AJK	8	2510	Developer Fees Fund	$65,111.15		
AAW	8	3500	County School Facilities Fund - New Construction	$849.16		
ABF	8	3510	County School Facilities Fund - Modernization	$449,658.01		
AAV	8	4000	Special Reserve Fund for Capital Outlay Projects	$0.05		
689	8	5100	Bond Interest & Redemption Fund - #1	$1,047,361.28		
61C	8	5110	Bond Interest & Redemption Fund - #2	$908,817.56		
61D	8	5120	Bond Interest & Redemption Fund - #3	$0.00		
			Report Total	**$81,933,381.48**		

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**BUDGET REVISION # 8**
ATTACHMENTS:	**BUDGET REVISION # 8**
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 day-to-day living to accommodate the fluctuation in the program resources.

The attached Budget Revision # 8 is for February 2026.

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 # 8.**

PROPOSED ACTION: **APPROVE**

Item #: 6

8 Cutler-Orosi Joint Unified School District
Fiscal Year: 2026 March

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	
Fund:	**010 General Fund**				
LCFF	62,443,326	62,820,713	109,619	62,930,332	1
Federal Revenues	14,174,103	14,447,844	632,060	15,079,904	1
Other State Revenues	14,885,136	17,248,995	462,079	17,711,074	1
Other Local Revenues	3,339,856	3,963,374	2,000	3,965,374	1
Revenues	**94,842,421**	**98,480,926**	**1,205,758**	**99,686,684**	
Expenditures					
Certificated Salaries	31,727,511	31,863,336	605,551	32,468,887	1
Classified Salaries	15,852,450	16,403,981	95,522	16,499,503	1
Employee Benefits	24,950,184	24,996,347	72,541	25,068,888	1
Books and Supplies	6,149,469	8,741,119	306,958	9,048,077	1
Services, Other Operating	13,751,377	18,869,138	397,051	19,266,189	1
Capital Outlay	10,313,740	12,304,882	2,905,091	15,209,973	1
Other Outgo	1,469,864	1,469,864	-	1,469,864	1
Indirect Costs	(222,305)	(219,653)	(7,682)	(227,335)	
Total Expenditures	**103,992,289**	**114,429,014**	**4,375,032**	**118,804,046**	
Other Financing Sources/Uses					
Transfer In	-	-		-	
Fund:	**110 Adult Education Fund**				
Federal Revenues	105,153	51,010	-	51,010	
Other State Revenue	331,057	330,653	-	330,653	
Other Local Revenue	-	-	-	-	
Revenues	**436,210**	**381,663**	**-**	**381,663**	
Expenditures					
Certificated Salaries	116,585	130,842	-	130,842	
Classified Salaries	55,506	68,092	-	68,092	
Employee Benefits	77,893	102,158	-	102,158	
Books and Supplies	10,444	3,865	-	3,865	
Services, Other Operating	160,640	61,583	-	61,583	
Capital Outlay	-	-	-	-	
Indirect Costs	15,142	15,123	-	15,123	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	
Total Expenditures	**436,210**	**381,663**	**-**	**381,663**	
Fund:	**120 Child Development Fund**				
Other State Revenues	2,518,810	2,927,970	334,074	3,262,044	2
Other Local Revenues	-	-	-	-	
Revenues	**2,518,810**	**2,927,970**	**334,074**	**3,262,044**	
Expenditures					
Certificated Salaries	210,000	430,132	68,776	498,908	2
Classified Salaries	1,141,086	1,007,913	(14,900)	993,013	2
Employee Benefits	804,560	736,661	(7,770)	728,891	2
Books and Supplies	150,733	178,802	123,144	301,946	2
Services, Other Operating	39,628	59,700	20,200	79,900	2
Capital Outlay	70,000	100,000	-	100,000	
Indirect Costs	118,803	118,603	109,720	228,323	2
Total Expenditures	**2,534,810**	**2,631,811**	**299,170**	**2,930,981**	
Fund:	**130 Cafeteria Special Revenue Fund**				
Federal Revenues	4,232,940	4,208,053	168,392	4,376,445	3
Other State Revenues	900,272	900,272	30,000	930,272	3
Other Local Revenues	25,000	25,000	-	25,000	
Revenues	**5,158,212**	**5,133,325**	**198,392**	**5,331,717**	
Expenditures					
Certificated Salaries	20,518	21,131	-	21,131	
Classified Salaries	1,283,593	1,331,364	1,200	1,332,564	3
Employee Benefits	671,801	691,403	1,234	692,637	3
Books and Supplies	2,785,626	2,750,714	350,000	3,100,714	3
Services, Other Operating	185,150	210,800	30,000	240,800	3
Capital Outlay	300,000	290,000	(30,000)	260,000	3
Indirect Costs	88,360	83,212	677	83,889	3
Total Expenditures	**5,335,048**	**5,378,624**	**353,111**	**5,731,735**	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget
Fund:	**251 Developer Fees Fund**			
Other Local Revenues	-	75,000	-	75,000
Revenues	-	**75,000**	-	75,000
Expenditures				
Services, Other Operating	-	-	-	-
Capital Outlay	-	75,000	-	75,000
Other Outgo	-	-	-	-
Total Expenditures	**-**	**75,000**	**-**	**75,000**

General Fund

1) LCFF Revenue increased by $108,619 due to the 2nd Interim LCFF calculator. **Federal Revenues** increased $632,060 due to a one-time increase to ASSETs, additional interim funding to the Mental Health grant and a new allocation from the Save the Children grant. **State Revenues** was increased by $462,079 for one-time increases to all elementaries and the middle school ASES afterschool program. **Local Revenue** was increased $2,000 due to increased sales by OHS's Cardinal Prints. **Certficated & Classified Salaries and Benefits** were increased based on Mental Health Interim funds, to budget for ELOP summer school and for the Save the Children grant. **Books & Supplies** along with **Services** were increased by $306,958 and $397,051, respectively, to budget for the remainder of one time funds and Save the Childrent grant. **Capital Outlay** was increased $2,905,091 to budget for construction of OHS CTE buildings. **Indirect Cost** were reduced to align with current expenditures.

Child Development Fund

2) **State Revenue** was increased $334,074 due to an increase in CSPP's MRA and the Cost of Care Plus stipend. **Certificated Salaries** was increased by $68,776 to budget for the Preschool SLP. **Classified Salaries & Benefits** were decreased due to program needs. **Books and Supplies & Services, Other Operating** were increased to budget for the increase in revenue.

Cafeteria Fund

3) **Federal Revenue** was increased by $168,392 to align with current YTD reimbursements. **Other State Revenue** was increased by $30,000 due to align with current YTD reimbursments. **Classified Salaries & Benefits** increased to budget for program needs. **Books & Supplies** were increased by $350,000 to budget for increased food costs. **Services, Other Operating** was increased by $30,000 and **Capital Outlay** was decreased by $30,000 due to program needs. **Indirect Costs** were increased by $677 to align with expenditures.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE WORK BASED LEARNING (WBL): CAL POLY SANTA ROSA CREEK SCIENCE RESEARCH MENTOR PROJECT (SRMP) STEM EXCURSION # 2**

ATTACHMENTS: **ITINERARY AND ACTIVTY RQUEST**

FUNDING SOURCE: **N/A**

DISCUSSION: The Director of College and Career requests approval for two certificated staff members to chaperone 12 students participating in an overnight stay in the San Luis Obispo area as part of the Santa Rosa Creek Research Mentorship Program. Students will collaborate with mentors at California Polytechnic State University, San Luis Obispo and engage in hands-on marine science learning in Morro Bay. Activities will include field experiences at Pacific Wildlife Care, visits to the Otter Observatory, and exploration of Morro Rock. Students will also participate in marine and coastal science activities through Cal Poly's Bailey College of Sciences, working alongside faculty and mentors to deepen their understanding and complete program requirements. All transportation, lodging, and meals will be fully funded by the Santa Rosa Creek Foundation.

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

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 WBL: Cal Poly Santa Rosa Creek Science Research Mentor Project (SRMP) STEM Excursion # 2 Overnight Stay**

PROPOSED ACTION: **APPROVE**

Item #: 7

Cutler-Orosi Joint Unified School District

12623 Avenue 416 Orosi, CA 93647

ACTIVITY REQUEST FORM

Teacher in Charge: Mr. Ibarra and & Cal Poly Staff **Date Submitted** 2 / 10 / 2026
(must be 2 weeks prior to trip or event)

Type of Activity: Fundraiser ☐ Field Trip, ☐ Assembly/Parent Program ☐
Other ☒ WBL: Science Research Mentorship Program

How many students will participate? _____ **Which grade levels are impacted?** _____
Does this activity require an overnight stay? YES ☒ NO ☐

- Please note that any activity requiring an overnight stay MUST be Board approved one month in advance!
- Please submit this paperwork at least 6 weeks before the overnight trip.

Grades/Departments/Club/Team Involved: _____

Activity Date 5/14/26 & 5/15/26 **Activity Time** 5/14/26 at 8:00 am 5/16/25 at 4:45 pm (seeattached itinerary)
Location # 1: Morro Bay Rock - Grand Avenue, San Luis Obispo, CA 93407
Location # 2: Cal Poly - 1 Grand Ave., San Luis Obispo, CA 93407
Location # 3: Best Western Plus Royal Oak Hotel 214 Madonna Rd, San Luis Obispo, CA 93405

Activity Purpose: Students are part of the Santa Rosa Creek Marine and Coastal Sciences Mentorship Program which has allowed them to engage with Cal Poly mentors to conduct and learn about marine sciences. Students will be attending the Cal Poly Bailey College of Science and Math Student Research Conference to learn more about the graduate-level research that is done at Cal Poly. They will also be participating in marine and coastal science activities to further their learning in the program

Transportation Needed? YES ☐ NO ☐
If "YES" please complete and attach the Transportation Request Form to this Activity Request form.

If transportation is provided by a private vehicle the driver must be registered with the District and meet all requirements of fingerprinting and AB1025.

Name(s) of person(s) driving _____

What is the impact of this activity/trip on instructional time?
Students must meet academic eligibility requirements in order to participate in this activity. Students must make arrangements to recoup assignments missed with all teachers prior to participate in this activity.

How is this activity correlated to the standards or to topics currently under study?
This activity is directly aligned to the College and Career Readiness Standards and District-Wide Student Learning Outcomes

If this is a fundraising activity, explain how and when money will be collected. N/A

Who is responsible for collecting money from fundraisers or for field trip? N/A
Remember any field trip must have enough money collected to ensure that all children in the group/club/class can participate whether or not they choose to participate.

Prior to approval of this activity, the Administrator may require input from other staff members to ensure a balance between academic focus and maximization of instructional time. If the request is not approved, the staff should work cooperatively with the Principal to see possible compromises and/or solutions.

Signature of Teacher — Date 2/25/26

Signature of Department Chair, Grade Level Lead or Activity Director — Date

Signature of Administrator — Date 2/25/26

Approved _____ Rejected _____
Pending Board Approval ✓ Rejected _____

Reason for Rejection: _____

WBL: Cal Poly Santa Rosa Creek Science Research Mentor Project (SRMP)
STEM Excursion # 2
Thursday, May 14, and Friday, May 15, 2026
Tentative Agenda

Advisors: Mr. Ibarra **Students:**

Purpose: Students are part of the Santa Rosa Creek Marine and Coastal Sciences Mentorship Program, which has allowed them to engage with Cal Poly mentors to conduct and learn about marine sciences. Students will be attending the Cal Poly Bailey College of Science and Math Student Research Conference to learn more about the graduate-level research that is done at Cal Poly. They will also be participating in marine and coastal science activities to further their learning in the program.

Location 1: Morro Bay - 1387 Main St, Morro Bay, CA 93442
Location 2: Cal Poly - 1 Grand Ave, San Luis Obispo, CA 93407
Location 3: Best Western Royal Oak Hotel - 214 Madonna Road, San Luis Obispo, CA 93409

**** Students must report to the OHS student parking lot at 7:45 am**
**** School Breakfast will be provided and picked up by Mr. Ibarra**

7:45 - 8:00 am **Check-in and load vans**

Thursday, May 14, 2026

Time	Location	Description
7:30 AM	High School	Meet for departure; pick up breakfast from school
8:00 - 11:00 AM	Travel to Morro Bay	Depart, bathroom break
11:00 - 11:30 AM	Morro Bay Rock	Meet & Greet
11:30 AM - 12:30 PM	Morro Rock Beach	
12:30 - 1:00 PM	Otter Observation Area	Sea Otter observations & nature journaling
1:00 - 1:15 PM	Travel to PWC/MMC	
1:15- 3:30 PM	Pacific Wildlife Care & Marine Mammal Center	Animal encounter, tour, demonstration, nature walk
3:30- 4:15 PM	Travel to Cal Poly	Park at Grand Ave structure
4:15 - 5:00 PM	Cal Poly Fisher Science	Appetizers; conference prep
5:00 - 6:45 PM	Cal Poly Baker Science	Student Research Conference Poster Session
6:45 - 7:45 PM	Cal Poly Fisher Science	Dinner (catered) with SRCF manager
7:45 - 8:00 PM	Travel to Best Western Royal Oak	Check into hotel
8:00 - 9:15 PM	Best Western Royal Oak	Shower, homework, optional: pool time
9:30 PM	Best Western Royal Oak	Everyone in own room

Friday, May 16, 2026

Time	Location	Description
7:00 AM	Best Western Royal Oak	Check out of hotel (load luggage into vehicles)
7:15 - 8:00 AM	Best Western Royal Oak	Breakfast
8:00 - 8:20 AM	Best Western Royal Oak	Final room check
8:20 - 8:40 AM	Travel to Cal Poly	Park at Grand Ave structure
8:40 - 9:00 AM	Walk to Baker Science	
9:00 - 10:30 AM	Cal Poly Baker Science	Student Research Conference Presentation
10:30 - 11:30 AM	Cal Poly Baker Science	Student Research Conference Poster Session
11:30 - 11:45 AM	Walk to Vista Grande	
11:45 AM - 12:45 PM	Cal Poly Vista Grande	Lunch (meal vouchers provided)
12:45 - 1:15 PM	Walk to Cal Poly PAC	Wrap Up/Goodbyes
1:15 - 4:45 PM	Travel back to high school	Load bus, depart, bathroom break

4:45 pm Estimated arrival at the OHS student Parking lot

Student Conduct: Students are expected to adhere to the same discipline rules/politics set in place at the site of student enrollment. We ask that students be students of character representing themselves, the school, and the community with respect and professionalism when away at school-sponsored events and activities

Student Dress: Students are expected to comply with the school dress code policy and in a manner that will reflect professionalism

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVAL OF OROSI HIGH SCHOOL STUDENT OVERNIGHT FIELD TRIP TO JAMES LOGAN HIGH SCHOOL IN UNION CITY, CA FOR SPEECH AND DEBATE COMPETITION**

ATTACHMENTS: **ACTIVITY REQUEST FORM, EVENT SCHEDULE, AND EVENT INFORMATION**

FUNDING SOURCE: **LCAP AND ASB**

DISCUSSION: Orosi High School Speech and Debate team is seeking approval to attend an overnight field trip the weekend of April 17th -20th, 2026 to James Logan High School in Union City to attend a Speech and Debate Invitational. Students will be under the supervision of Coach Karson Kalashian, Elizabeth Rivera, and Jacob Sandoval. Event details have been attached for Board review. The total estimated cost of this trip is $3,900.

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.**
- [ ] **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 Orosi High School's Speech and Debate overnight trip.**

PROPOSED ACTION: **APPROVE**

Item #: 8

Cutler-Orosi Joint Unified School District

12623 Avenue 416 Orosi, CA 93647

ACTIVITY REQUEST FORM

Teacher/Coach Mr. Kalashian Date Submitted 2 / 27 / 2026

Type of Activity: Fundraiser ☐ Field Trip ☒ Assembly/Parent Program ☐
Other ☒ Speech and Debate Competition

Please list approved fundraiser: N/A
Does this activity require an overnight stay? YES ☒ NO ☐
Please note that any activity requiring an overnight stay MUST be Board approved one month in advance! Please submit this paperwork at least 6 weeks before the overnight trip. For all other activities, please submit paperwork at least 4 weeks prior to activity.
Grades/Departments/Club/Team Involved: 9-12, Speech and Debate

Activity Date 4/17/26 – 4/20/26 **Activity Time** 6:00 A.M. 4/17/26 **to** Approx. 5:00 P.M. 4/20/26 **Location** James Logan High School, Union City

Activity Purpose To compete in speech and debate tournament (State Championships)

Transportation Needed? YES ☒ **NO** ☐
If "YES" please complete and attach the Transportation Request Form to this Activity Request form.
If transportation is provided by a private vehicle the driver must be registered with the District and meet all requirements of fingerprinting and AB1025.

Name(s) of person(s) driving Mr. Kalashian / Mrs. Rivera / Mr. Sandoval

What is the impact of this activity/trip on instructional time?
Students (and Mr. Kalashian) will miss Friday all day and Monday all day of school to compete as well as to travel the long distances safely and rested (it will be a 4 hour drive with stops)

How is this activity correlated to the standards or to topics currently under study?
Students will compete in speech and debate events that relate directly to units of study from their courses at OHS

If this is a fundraising activity, explain how and when money will be collected.
N/A

Who is responsible for collecting money from fundraisers or for field trip? Mr. Kalashian (student contribution)
Remember any field trip must have enough money collected to ensure that all children in the group/club/class can participate whether or not they choose to participate.

Prior to approval of this activity, the Administrator may require input from other staff members to ensure a balance between academic focus and maximization of instructional time. If the request is not approved, the staff should work cooperatively with the Principal to see possible compromises and/or solutions.

Kalashian Signature of Teacher/Coach	2/27/2026 Date	559-284-1790 Cell # - for field trips only
Signature of Department Chair/Grade Level Lead or Activity Director/Athletic Director	Date	
Signature of Administrator	Date	Approved ___ Rejected ___

Reason for Rejection: _____

Schedule

CHSSA State Championship Tournament Schedule 2025

Friday

- **4:30 PM** – CX, LD, Parli, PF Round 1
- **7:00 PM** – CX, LD, Parli, PF Round 2

Saturday

- **8:00 AM** – Extemp Prep for Round 1A
- **8:30 AM** – Speech Round 1A
- **9:00 AM** - Mandatory meeting for all Congress competitors (location TBA)
- **10:00 AM** – Congress Round 1
- **10:30 AM** – Speech Round 1B
- **11:00 AM** – CX, LD, Parli, PF Round 3
- **12:00 PM** – Extemp Prep for Round 2A
- **12:30 PM** – Speech Round 2A
- **12:30 PM** – Congress Round 2
- **1:30 PM** – CX, LD, Parli, PF Round 4
- **2:30 PM** – Speech Round 2B
- **3:00 PM** – Congress Round 3
- **4:00 PM** – CX, LD, Parli, PF Octofinals
- **4:00 PM** – Extemp Prep for Round 3A
- **4:30 PM** – Speech Round 3A

Sunday

- **9:00 AM** – Speech Round 3B
- **9:00 AM** – CX, LD, Parli, PF Quarterfinals
- **9:00 AM** – Congress Semifinals
- **11:30 AM** – Congress Finals Part 1

- **12:30 PM** – CX, LD, Parli, PF Semifinals
- **1:00 PM** – Semifinals of all Speech Events
- **1:30 PM** – Congress Finals Part 2
- **2:30 PM** – CX, LD, Parli, PF Finals
- **3:00 PM** – Speech Finals
- **5:00 PM** – Awards Ceremony @ Culver City High
- **7:00 PM** – Dinner Dance @ Culver City High

Speech Patterns

- **Pattern A:** Declamation, Duo Interpretation, International Extemp, National Extemp, Original Oratory, Program Oral Interpretation
- **Pattern B:** Dramatic Interpretation, Humorous Interpretation, Impromptu, Informative, Original Advocacy, Original Prose & Poetry

The Speech and Debate team will be traveling to the State Championships in Union City on April 17th at 6:00 A.M., and returning on April 20th at approx. 5:00 P.M. This will be a great opportunity that our students have qualified for to compete against roughly the top 150 schools in the state. They will also get to explore a large high school campus and bond further as a team.

This competition offers all speech and debate events, and is one of the hardest competitions in the State. We plan to take approx. 14 students based on current qualifications. We will take two school district vans, and hotel arraignments are still TBD.

Thank you for the continued support of the program, especially as we continue to expose all freshman to the subject in hopes of making them more powerful communicators, helping them with their eventual senior exit interviews, and growing the core of the team for the future. Please approve our trip!

Respectfully,

Karson Kalashian

Head Speech and Debate Coach

Orosi High School, CA

Cell: (559) 284-1790

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **OUT OF STATE INTERNATIONAL CONFERENCE ATTENDANCE TO THE PUERTO RICO EDUCATION INITIAVE 2026 - INTERNATINAL FUTURE OF EDUCATION CONFERENCE FOR YOLANDA VALDEZ, JONATHAN LEWIS, MARISOL RUBALCABA AND JAVIER QUEVEDO**

ATTACHMENTS: **CONFERENCE FLYER & AGENDA**

FUNDING SOURCE: **ARTS MUSIC & INSTRUCTIONAL BLOCK GRANT**

DISCUSSION:
The Shaping the Future International Conference will be held April 13 – April 15, 2026, in San Juan Puerto Rico. This conference will give district administrators and board of trustees the opportunity to join experts, policy makers, and industry leaders for a groundbreaking conference on the future of education with and international lens. There will be an opportunity to explore neuroscience research in teaching and learning, organizational and learning environments, cutting edge technology in the Age of AI, and global policies shaping education world-wide. Additionally, the organizers of the conference have invited the COJUSD team to present the AI work underway at COJUSD. The district Vision is for "All students to be college, career and community ready and be prepared to compete in a global economy". Attendance to conferences such as these will allow us to obtain ideas and opportunities for our students from a global perspective. The estimated travel and conference cost for each attendee is $2400.

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 2025-2026 Board Governance Handbook.**

PROPOSED ACTION: **APPROVE**

Item #: 9

ADVANCING Education:
International Conference
San Juan, Puerto Rico
April 13-15, 2026
Join Us in Shaping the Future of
Education

San Juan, Puerto Rico Convention Center
(Sheraton Hotel Block of Discounted Rooms)
Shaping the Future of Education: International Conference
April 13-15, 2026
Agenda-at-a-Glance

Join renowned experts, policymakers, and industry leaders for a groundbreaking conference on the future of education. Explore the latest neuroscience research in teaching and learning, organizational and learning environments, cutting-edge technology in the Age of AI, and global policies shaping education worldwide.

8:30 a.m.- 12:00 p.m. PRE-CONFERENCE School Visits: **Monday,** April 13, 2026

4:00 p.m. – 6:00 p.m. Conference Networking Reception

Day 1: Tuesday, April 14, 2026 (Ballroom A)

9:00 a.m. – 12:45 p.m. Registration

1:00 a.m. – 1:45 a.m. Welcome & General Assembly (Ballroom A)

1:45 p.m. – 2:45 p.m. Plenary Session 1: Senator, Ministers of Education of 4 countries (Ballroom A)

2:45 p.m. – 3:00 p.m. SNACK

3:15 p.m. – 4:00 p.m. Plenary Session 2: State Secretaries of Education, Superintendents,(Ballroom A)

4:00 p.m. – 4:15 p.m. Closing day 1

Day 2: Wednesday, April 15, 2026

9:00 a.m. – 9:45 a.m. Futurist Keynote Speaker

10:00 a.m. – 12:00 p.m. Concurrent workshops (45 minutes per session)

12:00 p.m. – 12:45 p.m. LUNCH (Ballroom A)

12:45 p.m. – 1:00 p.m. Transition to workshops (rooms 201 AB, 208 ABC, 209 ABC)

1:00 PM – 2:45 PM Concurrent workshops (45 minutes per session)

2:45 p.m. – 3:00 p.m. SNACK

3:00 p.m. – 4:45 p.m. Concurrent workshops (45 minutes per session)

4:45 p.m - 5:15 p.m. Closing Ceremony & Inspirational Speaker

For more information, contact: gmarrero@predfoundation.org or DrA@pac-pa.org

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

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.

Lara Asphalt Seal Coating

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

BOARD GOAL:

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

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

PROPOSED ACTION: **APPROVE**

Item #: 10

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

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

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:

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

DKM Heating and Air Conditioning
EKC Enterprises, 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 #: 11

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

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 #: 12

INTER-DISTRICT TRANSFER REQUESTS

March 12, 2026

OUTGOING REQUESTS for 2025-2026			
Student	**District Requested**	**Reason**	**Approved/ Denied**
L. Grimaldo Sanchez	Monson-Sultana	Continued Attendance	Approved
L. Grimaldo Sanchez	Monson-Sultana	Continued Attendance	Approved
E. Grimaldo Sanchez	Monson-Sultana	Continued Attendance	Approved
G. Jimenez Pascacio	Visalia	Parent Concern: Unfounded	Approved

INCOMING REQUESTS for 2025-26			
Student	**District of Residence**	**Reason**	**Approved/ Denied**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE GROWTHPOINT TECHNOLOGIES SERVICE AGREEMENTS FOR ESPERANZA HIGH SCHOOL AND COMMUNITY DAY SCHOOL**
ATTACHMENTS:	**PROPOSED GROWTHPOINT TECHNOLOGIES SERVICE AGREEMENTS FOR ESPERANZA HIGH SCHOOL AND COMMUNITY DAY SCHOOL**
FUNDING SOURCE:	**LOCAL CONTROL FUNDING FORMULA (LCFF) EQUITY MULTIPLIER AND PROPOSITION 28**

DISCUSSION: Attached for approval are Proposed Service Agreements for GrowthPoint Technologies, Inc for Esperanza High School and Community Day School. At Esperanza High School, GrowthPoint will provide hands-on instruction to develop students' foundational digital music and audio technology skills. At Community Day School, students will receive STEM-based instruction focused on building foundational Information Technology (IT) skills and strengthening critical thinking and problem-solving abilities needed for success in the field of technology. The total cost for both agreements is $22,000.

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.**
- [ ] **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 agreements with GrowthPoint Technologies, Inc.**

PROPOSED ACTION: **APPROVE**

Item #:13

GrowthPoint Technologies, Inc
PO Box 27486
Fresno, CA 93729
www.gptech.us

Proposed Service Agreement for Esperanza High

February 24th, 2026

OVERVIEW

GrowthPoint Technologies (GPT) will provide hands-on instruction for Mix Master DJ, an engaging course that introduces students to the fundamentals of DJing and digital music production. Over the duration of the class, students will learn how to operate DJ equipment, blend tracks, create smooth transitions, and build cohesive playlists that maintain energy and flow. Instruction will emphasize rhythm, timing, and creative decision-making while introducing core audio concepts such as beat matching, cueing, and basic sound control. GPT will supply trained instructors and all necessary equipment and materials for participation. This class is designed to build foundational digital music and audio technology skills while strengthening creativity, collaboration, and critical thinking in a fun, performance-oriented environment.

- **Number of Students:** Up to 20 students
- **Number of Instructor(s)**: 1
- **Time**: TBD by School Administrator
- **Dates**: TBD by School Administrator

Class Description

Class Name and Description	Number of Students Per Period
Name: Mix Master DJ **Description:** Welcome to "Mix Masters DJ", where students rule the decks and beats are always fun-sized! In this electrifying class, you'll learn how to blend tracks like a pro, drop beats that get everyone on their feet, and master the art of seamless transitions. We'll teach you the tricks to mix music that flows like magic and keeps the party jumping. So, bring your passion for tunes and get ready to turn the tables on boring playlists. So, dust off those headphones and get ready to mix, match, and make some magic!	**Class Size**: Up to 20 students

Service Cost

Cost Description	Dollar Amount
Cost to provide instructor and all equipment necessary for participating students	$6,500.00
Total Cost	**$6,500.00**

GrowthPoint Technologies, Inc
PO Box 27486
Fresno, CA 93729
www.gptech.us

Proposed Service Agreement for Community Day School

February 24th, 2026

OVERVIEW

GrowthPoint Technologies (GPT) will deliver up to 20 hours of hands-on, STEM-based instruction for TechLab: Building a PC at Community Day School. In this course, students will assemble a computer from individual components while learning how each part functions independently and as part of an integrated system. Students will also gain experience installing an operating system and performing essential maintenance and troubleshooting. GPT will provide trained instructors and all required materials for participation. The class is designed to build foundational Information Technology (IT) skills while strengthening the critical thinking and problem-solving abilities needed for success in the technology field.

- **Number of Students:** 4 students
- **Number of Instructor(s)**: 1
- **Time**: TBD by School Administrator
- **Dates**: TBD by School Administrator

Class Description

Class Name and Description	Number of Students Per Period
Name TechLab: Building a PC **Description** Students will learn about the components that make up a computer, the function of each part and best practices for assembling a fully functioning desktop. Students will also learn how to install the operating system, Microsoft Office and troubleshooting techniques that are crucial in IT.	**Class Size**: 4 students

Class Materials

Quantity	Item List
Quantity: **4 of each item.**	**23.8 Full HD Monitor**
	RGB Mouse and Keyboard Combo
	PC Case
	Motherboard
	CPU (i7 or Ryzen 7)
	PC Power Supply
	16 GB RAM
	1 TB NVMe M.2 (Storage)
	RTX Graphics Card
	Wifi Card for Wireless Connection

Service Cost

Cost Description	Dollar Amount
Cost to provide instructor for **Tech Lab: Building a PC**	$9,500.00
Material Cost	$6,000.00
Total Cost	**$15,500.00**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE AVID 2026-2027 AGREEMENT**

ATTACHMENTS: **AVID 2026-2027 QUOTE AGREEMENT**

FUNDING SOURCE: **TITLE 1**

DISCUSSION: The AVID College Readiness System is in place at El Monte Middle School and Orosi High School, both are National Demonstration Schools. AVID develops learning, study, and academic behavioral skills that are essential to success in rigorous coursework and helps promote a culture of college readiness for all students across campus.
AVID Excel is a middle school program designed to increase the college readiness of designated English Language Learner students. The goal of AVID Excel is to interrupt students' path to long-term ELL status, accelerate their academic language acquisition, and place them in AVID and college preparatory coursework.
Attached is the AVID College Readiness System Service and Product Agreement for AVID and AVID Excel Secondary Membership which is needed for affiliation and continuation of the program for the 2026-2027 school year. The total cost of this agreement is $10,625.

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 approve the AVID 2026-2027 agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 14

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-92957
Client: Cutler-Orosi Joint Unified School District
Address: 12623 Avenue 416
Orosi, CA 93647

AVID Center Representative: Veronica Martinez
Phone: (858) 654-5017
Email: vmartinez@avid.org

Effective Date: July 01, 2026

Expiration Date: June 30, 2027

El Monte Middle School

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$0.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00	$0.00
1	AVID EXCEL Benefit Package	$1,175.00	$0.00	$1,175.00
1	AVID STEM Connections	$750.00	$750.00	$0.00
			El Monte Middle School SUBTOTAL:	**$5,900.00**

Orosi High School

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$0.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00	$0.00
1	AVID STEM Connections	$750.00	$750.00	$0.00
			Orosi High School SUBTOTAL:	**$4,725.00**

TOTAL: $10,625.00

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Cutler-Orosi Joint Unified School District	
Sign:		Sign:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	
Email:	contracts@avid.org	Email:	

AVID Center
5187 College Ave., Ste. 163
San Diego, CA 92115
Employer ID # 33-0522594

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **AGREEMENT FOR SPECIAL SERVICES BETWEEN THE DISTRICT AND CAVES & ASSOCIATES- MANAGEMENT CONSULTANTS- LABOR RELATIONS**

ATTACHMENTS: **AGREEMENT**

FUNDING SOURCE: **GENERAL FUND**

DISCUSSION:

It is recommended that the Board approves renewing the agreement for Special Services between the District and Caves & Associates Management Consultants-Labor Relations. The agreement is due to expire on June 30, 2026, and this proposal would continue a client relationship through and including June 30, 2027, a one (1) year period.

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 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 Agreement for Special Services with Caves & Associates.**

PROPOSED ACTION: **RATIFY**

Item #: 15

AGREEMENT FOR SPECIAL SERVICES

This is an Agreement between the CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT hereinafter referred to as the "District", and the firm of CAVES & ASSOCIATES, hereinafter referred to as "Consultant", entered into as of the date of execution.

RECITALS

The District or its designated representative is required to meet and negotiate with exclusive bargaining agents pursuant to the Educational Employment Relations Act.

The District hereby designates Consultant as its representative to the meeting and negotiating process with the certificated and classified bargaining units and to make use of Consultant's expertise when dealing with all employee groups, organizations and units pursuant to the Educational Employment Relations Act.

The District hereby finds that the Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement and further finds that such specialized services are not available from public officials or other public sources.

The authority for entering into this contract is contained in Section 53060 of the Government Code and such other provisions of laws as may be applicable.

NOW, THEREFORE, the parties to this Agreement mutually agree as follows:

1. Consultant agrees to render all necessary and reasonable services to the District regarding employer/employee relations in accordance with directions as stipulated by the District during the period beginning July 1, 2026, and ending June 30, 2027. Said duties shall include, but not be limited to:

   A. Act as Board's Representative to the District's certificated and classified bargaining units at the direction of the District Superintendent.

   B. Attend all negotiations meetings via zoom between the District and its certificated and classified bargaining units at the direction of the District Superintendent.

   C. Reasonable attendance via zoom at closed and regular Board meetings of the District that concern matters of the meet and negotiation process, and the issues of concern to the School District, as directed by the District Superintendent.

   D. Provide expert advice to the District regarding all matters concerning the meet and negotiate/labor relations process.

   E. Act as the Board's advisor in mediation and fact-finding procedures at the direction of the District Superintendent.

   F. Advise the District in the processing of grievances, as requested by the District Superintendent.

Agreement for Special Services, CAVES & ASSOCIATES

G. Represent the District in Administrative Hearings, as requested by the District Superintendent or the Board of Trustees.

2.A. The District agrees to pay the Consultant for Services rendered under this Agreement a minimum sum of Eighteen Thousand ($18,000.00) per year, payable in monthly payments of One Thousand Five Hundred Dollars ($1,500.00). Payments are due and payable on or before the twentieth day of each month. Payment shall be made monthly on the basis of invoices submitted to the District. Late charges may be assessed for all payments made after the due date at a rate of 1.75% per month.

2.B. Services to be included within the said retainer shall include items 1.A. through 1.G. above, plus necessary planning and summation time for negotiations, any impasse procedures, and fact-finding activities.

2.C. Non-clerical expenses incurred by the Consultant in the performance of activities requested by the District shall be reimbursed by the District upon presentation of appropriate invoices. These expenses include any printing/copy costs.

3. In addition to Consultant services enumerated above, the Consultant shall, during the term of this Agreement, render at District request, supplementary Consultant services under terms and conditions that are mutually acceptable to the parties.

4. It is expressly understood and agreed to by both parties that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below:

Date: February 20, 2026

Kenneth W. Caves
CAVES & ASSOCIATES

Date: 2-26-24

Yolanda Valdez, Superintendent
Butler-Orosi Joint Unified School District

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

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

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION: The Local Control Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for LEAs to share how, what, and why programs and services are selected to meet the local needs. The Director of Accountability, Student Services, and Categorical Programs will seek Board input on the development of the 2026-2027 plan.

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

BOARD GOAL:

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

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

PROPOSED ACTION: **APPROVE**

Item #: 16

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **RATIFY 2026-2027 DISTRICT CALENDAR**

ATTACHMENTS: **2026-2027 DISTRICT CALENDAR**

FUNDING SOURCE: **NONE**

DISCUSSION: The 2026-2027 School Year Calendar has been updated to reflect accurate summer school dates.

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 2026-2027 District Calendar.**

PROPOSED ACTION: **RATIFY**

Item #: 17

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT CALENDAR SCHOOL YEAR 2026-2027

"Educating Minds, Inspiring Futures"

July 2026

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	[illegible]	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30NT	31NT	

August 2026 (15)

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3NT	4NT	5NT	6H	7TC	8
9	10T	11	12S	13+	14	15
16	17	18	19S	20	21	22
23	24^	25#	26S	27	28	29
30	31	Staff Welcome Back Breakfast: 6 Student First Day of School: 11				

September 2026 (21)

Su	Mo	Tu	We	Th	Fr	Sa
		1	2S	3	4	5
6	[illegible]	8	9S	10+	11	12
13	14	15	16S	17	18	19
20	21^	22#	23S	24	25	26
27	28	29	30S			

October 2026 (21)

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7S	8+	9Q	10
11	12	13	14S	15	16	17
18	19	20	21S	22FD	23	24
25	26	27	28S	29	30TR	31

EMMS Report Card Night: 13 OHS Report Card Night: 14
Alt. Ed. Report Card Night: 15

November 2026 (15)

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4S	5	6	7
8	9P	10P	[illegible]	12P+	13P	14
15	16P^	17	18S	19	20*	21
22	[illegible]					28
29	30					

Elementary Parent/Teacher Conferences: 9-10, 12-13, 16
Minimum Day Grades TK-12: 20

December 2026 (14)

Su	Mo	Tu	We	Th	Fr	Sa
		1	2S	3	4	5
6	7	8#	9S	10	11	12
13	14+	15	16S	17	18*Q	19
20	[illegible]					26
27	[illegible]			31H		

OHS Finals Minimum Days: 15, 17-18 OHS Finals: 16
Minimum Day Grades TK-12: 18

January 2027 (14)

Su	Mo	Tu	We	Th	Fr	Sa
					1H	2
3	[illegible]					9
10	11	12	13S	14+	15	16
17	[illegible]	19	20S	21	22	23
24	25^	26#	27S	28	29	30
31						

February 2027 (18)

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3S	4	5	6
7	[illegible]	9	10S	11+	12	13
14	[illegible]	16	17S	18	19	20
21	22^	23#	24S	25	26TR	27
28						

March 2027 (17)

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3S	4	5	6
7	8P	9P	10S	11P+	12P	13
14	15^	16	17S	18	19*Q	20
21	[illegible]					27
28	[illegible]	30	31S			

Elementary Parent/Teacher Conferences: 8-9, 11-12
Minimum Day Grades TK-12: 19 EMMS Report Card Night: 30
OHS Report Card Night: 31

April 2027 (22)

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7S	8+	9	10
11	12	13	14S	15	16	17
18	19	20#	21S	22+	23	24
25	26	27	28S	29	30	

Alt. Ed. Report Card Night: 1

May 2027 (20)

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5S	6	7	8
9	10	11	12S	13+	14	15
16	17	18	19S	20	21	22
23	24	25	26S	27	28	29
30	[illegible]	OHS Finals Minimum Days: 20				

June 2027 (3)

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3*QTR	4T	5
6	7	8	9	10+	11	12
13	14	15	16	17+	[illegible]	19
20	21	22	23	24	25	26
27	28	29	30			

OHS Finals Minimum Days: 1-3 Minimum Day Grades TK-12: 3

Legend

	No School
	Regular School Days
NT	New Teacher Institute
H	Holiday
T	Teacher Duty
S	Late Start – TK-8 start at 9:30 OHS/Alt. Ed. start at 9:25
*	Minimum Day
P	TK-5 Parent/Teacher Conferences Minimum Day
+	Board Meetings (*Jan-June Pending Board Approval*)
#	Extended Day PL (TK-5)
^	Extended Day PL (6-12)
©	Classified PD
	Summer Non-Work Days

District Holidays
July 3 - Independence Day Observed
September 7 - Labor Day
November 11 - Veteran's Day
November 26-27 - Thanksgiving
December 24 - Christmas Eve
December 25 - Christmas Day
December 31 - New Year's Day
January 1 - New Year's Day
January 18 - Martin Luther King Day
February 8 - Lincoln's Birthday Observed
February 15 - President's Day
March 26 – Good Friday
May 31 - Memorial Day
June 18 – Juneteenth Observed

***NOTE:** Early release days will switch to a normal release time, if on foggy day schedule*

Dates to Remember
First Day of School – Aug. 11

TK-5 Parent/Teacher Conferences – *Nov. 9-10, 12-13, 16 Mar. 8-9, 11-12*

EMMS Report Card Nights – Oct. 13, March 30
OHS Report Card Nights – Oct. 14, March 31
Alt. Ed Report Card Nights – Oct.15, April 1

El Monte 8th Grade Promotion – June 1
Alt. Ed Graduation – June 2
OHS Graduation – June 3

TK-5 Trimesters
Tri 1: Aug. 11 – Oct. 30
Tri 2: Nov. 2 – Feb. 26
Tri 3: March 1 – June 3

6-12 Semesters
S1/Q1: Aug. 11 – Oct. 9
S1/Q2: Oct. 12 – Dec. 18
S2/Q3: Jan. 11 – March 19
S2/Q4: March 30 – June 3

Test Dates
OHS Fall Finals: Dec 15-18
OHS Spring Finals: May 28 – June 3

ELPAC Window: Feb. 27 – March 19
CAASPP Window: March 15 – June 3

Student Days: 180

Teacher Days: 185

Extended PL
1 hr. – September, November -December, February - April
1.5 hrs. - August
2 hrs. - January

Summer School Begins:
TK-5: June 9 – July 9
6-8: June 9 - July 9
9-12: June 7 - July 2

Board Approved 1/8/2026

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**CURRICULUM/INSTRUCTION**
AGENDA ITEM:	**APPROVE PROPOSED EARLY GRADUATES**
ATTACHMENTS:	**N/A**
FUNDING SOURCE:	**N/A**

DISCUSSION: Five Alternative Education students in their Senior year: Evelyn Ibarra Delgado, Josue Estrada Saucedo, Stephanie Piedra, Samantha Avila, and Jayme Perez Espinoza are seeking Board approval for early graduation. The students are on track to meet all graduation credit requirements, completed or are on track to complete the required community service hours, scheduled the Student Exit Interview and Portfolio presentation, maintained a 2.0 GPA or higher, and will meet College and Career Indicator (CCI) with prepared or approaching prepared status, or have extenuating circumstances that prevent them from meeting all requirements.

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

BOARD GOAL:

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

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

PROPOSED ACTION: **ACCEPT**

Item #: 18

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ ORGANIZATIONAL**

AGENDA ITEM: **2026-2031 STRATEGIC PLAN**

ATTACHMENTS: **2026-2031 STRETEGIC PLAN**

FUNDING SOURCE:

DISCUSSION:
Over the next five years, we will work together to ensure that students thrive in safe, supportive schools; every family feels connected and engaged, and every community member is empowered to build brighter futures for all students. This plan reflects our shared commitment: Every Student Thriving. Every Family Connected. Our Community Strong. This plan reflects the work we will do to continue our mission of; Educating Minds, Inspiring Future along with our Vision: All students will be college and career ready, committed to engage in civic responsibilities, and prepared to compete in a global economy.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the 2025-2026 Board Governance Handbook.**

PROPOSED ACTION: **APPROVE**

Item #: 19

2026-2031

COJUSD

STRATEGIC PLAN

DRAFT

Cutler-Orosi Joint Unified School District

Board of Education

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

Superintendent
Yolanda Valdez

Assistant Superintendent
Shevonne Swanson

EVERY STUDENT THRIVING. EVERY FAMILY CONNECTED. OUR COMMUNITY STRONG.

DRAFT

COJUSD 2026-2031

STRATEGIC PLAN

EVERY STUDENT THRIVING. EVERY FAMILY CONNECTED. OUR COMMUNITY STRONG.

A Vision for Our Future, Built Together

We are proud to present the Cutler-Orosi Joint Unified School District 2026–2031 Strategic Plan. This plans is a bold roadmap created with input from students, families, staff, and community members who believe in the power of education to transform lives.

Over the next five years, we will work together to ensure every student thrives in safe, supportive schools; every family feels connected and engaged, and every community member is empowered to build brighter futures for all students.

This plan reflects our shared commitments:

Every Student Thriving.
Every Family Connected.
Our Community Strong.

MISSION

Educating Minds, Inspiring Futures

VISION

All students will be college and career ready, committed to engage in civic responsibilities, and prepared to compete in a global economy.

DRAFT

CORE VALUES

Students First

We prioritize the well-being, academic growth, and future of our students.

Equity and Opportunity

We empower staff, students, and families, and the community by removing barriers with purpose and compassion.

Partnership

We collaborate to build strong schools and a strong community.

Transparency and Trust

We communicate clearly, openly, and consistently.

Continuous Improvement

We commit to learning, growing, and innovating to meet evolving needs of students, staff, families, and the community.

DRAFT

COJUSD STRATEGIC PLAN 2026-2031

GUIDING PRINCIPLES

EVERY STUDENT THRIVING. EVERY FAMILY CONNECTED. OUR COMMUNITY STRONG.

Desired outcomes

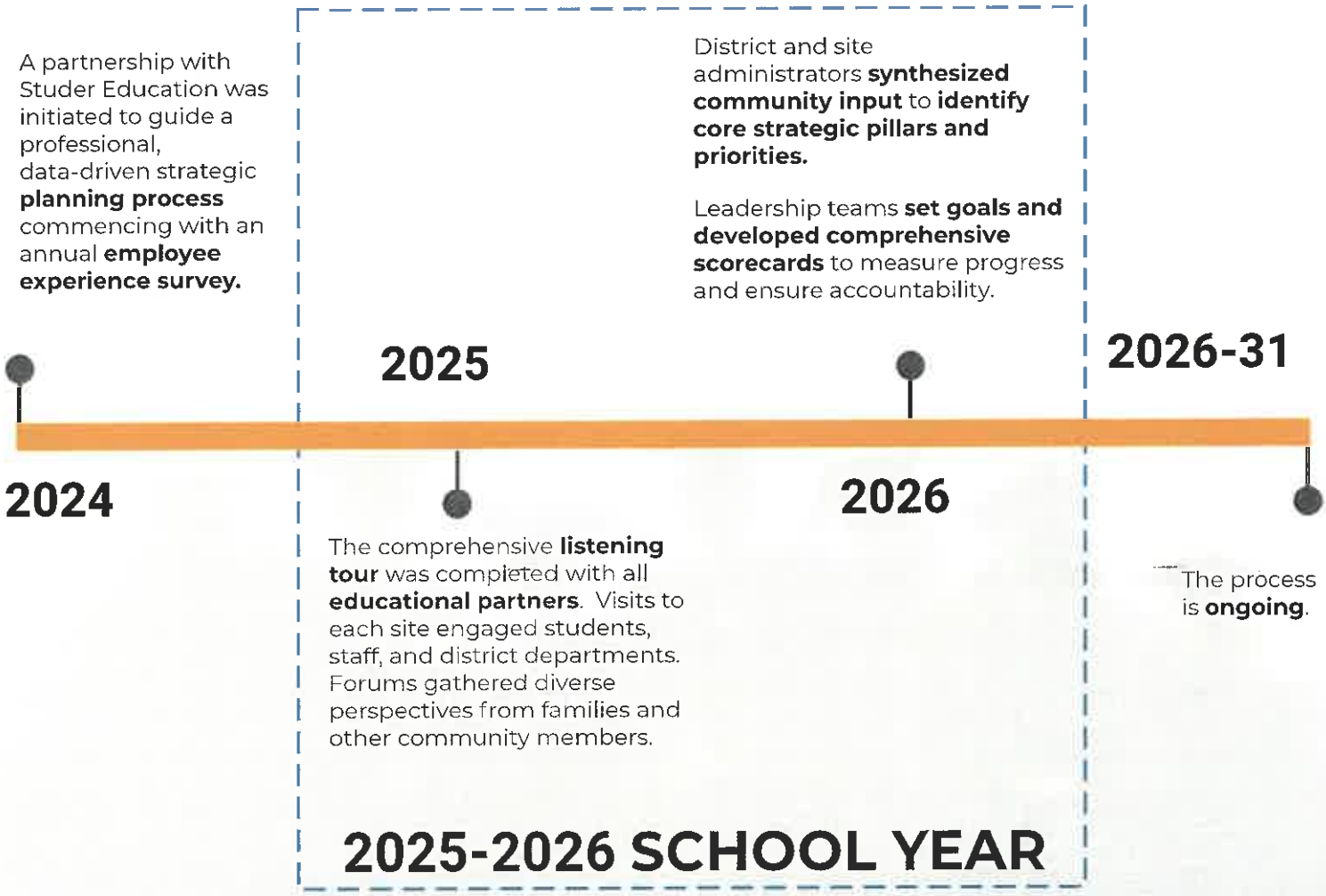
- **A**chieve academic excellence through high quality instruction while meeting the needs of all students in a safe, supportive, and inclusive environment.
- **B**uild and retain human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.
- **C**reate efficient and effective systems and educational practices that are innovative, accountable, and proactive.

COJUSD STRATEGIC PLAN 2026-2031

DEVELOPMENT PROCESS

EVERY STUDENT THRIVING. EVERY FAMILY CONNECTED. OUR COMMUNITY STRONG.

Creating this strategic plan required deep engagement with our entire community. We embarked on an extensive listening tour to ensure every voice was heard and valued in shaping our district's future.



DRAFT

COJUSD STRATEGIC PLAN 2026-2031

PILLAR 1

ACHIEVE ACADEMIC EXCELLENCE AND EXPAND OPPORTUNITIES

Ensure all students are prepared for college, career, and life through a broad offering of courses, career/technical opportunities, and future-ready development as defined in the Graduate Outcomes.

GOAL 1.1

Provide high-level, innovative instruction and supports in literacy, mathematics, and language to ensure students demonstrate progress toward meeting or exceeding state and local measures.

GOAL 1.2

Prepare every student for graduation and life with a focus on college, career, and technical education; including dual enrollment, expanded internships, and job shadowing.

GOAL 1.3

Promote access to early childhood, after-school, intersession (i.e. summer, spring), and enrichment programs.

METRIC: for all student groups annually

- 90% reading proficiency by 2nd grade and maintained thereafter
- 5% meets/exceeds standards across all assessments
- 100% English Learner annual growth on ELPAC
- 96% graduation rate | 50% A-G eligible | 50% college/career ready
- 100% powerful communicators

COJUSD STRATEGIC PLAN 2026-2031

PILLAR 2

PRIORITIZE SAFE, SUPPORTIVE, AND STRONG SCHOOLS

Cultivate learning environments where students feel connected, safe, and inspired to learn.

GOAL 2.1

Provide wrap-around services to address the academic, behavioral, and social-emotional needs of all students.

GOAL 2.2

Strengthen Positive Behavior Interventions and Supports (PBIS), restorative practices, and consistent discipline systems.

GOAL 2.3

Offer opportunities for student voice and involvement in leadership, clubs, athletics, and extra/co-curricular activities that build school culture and nurture belonging.

METRIC: for all student groups annually

- 0.5% decrease in chronic absenteeism | maintain 3% suspension rate
- +2% higher school connectedness
- 100% involvement in extra/co-curricular student activity participation

DRAFT

COJUSD STRATEGIC PLAN 2026-2031

PILLAR 3

BUILD PROFESSIONAL EXCELLENCE AND DELIVER HIGH-QUALITY INSTRUCTION

Empower all staff with meaningful professional learning focused on innovation and provide instructional staff with aligned curricula and collaboration time.

GOAL 3.1

Ensure curricula, instruction, and assessments are vertically aligned across all grade levels, departments, programs, and schools.

GOAL 3.2

Provide differentiated professional learning aligned to roles, needs, and student outcomes.

GOAL 3.3

Promote a positive and collaborative work culture to support morale, professional effectiveness, and retention of employees.

GOAL 3.4

Streamline initiatives and communication.

METRIC:

- Targeted professional learning annually
- 4.5 overall employee satisfaction rating on employment satisfaction survey
- 3.66 timely communication rating on employment satisfaction survey

COJUSD STRATEGIC PLAN 2026-2031

PILLAR 4

STRENGTHEN FAMILY AND COMMUNITY PARTNERSHIPS

Sustain meaningful partnerships with families and the community to support student success.

GOAL 4.1

Increase parent engagement in student learning, school events, and decision-making by using a robust 2-way communication system.

GOAL 4.2

Build strong partnerships with community-based organizations to expand student and family opportunities.

METRIC: for all student groups annually
- 5% decrease in the number of students whose parents are not engaged
- 100% of all management actively involved in community organizations

DRAFT

COJUSD STRATEGIC PLAN 2026-2031

PILLAR 5

CREATE OPERATIONAL EFFECTIVENESS AND SUSTAINABILITY

Deliver responsive operations, systems, and services that maximize resources and support excellence.

GOAL 5.1

Maintain safe, up-to-date, and clean school facilities which promote innovation.

GOAL 5.2

Ensure responsible use of funds and equitable allocation of resources across sites and programs.

GOAL 5.3

Implement the facility plan to ensure quality facilities and equipment.

METRIC:

- Maintain monthly a rating of "good" on the Facility Inspection Tool (FIT)
- Maintain fiscal solvency and yield 0 audit findings
- Implement and monitor the 10-year facility plan

COJUSD STRATEGIC PLAN 2026-2031

GRADUATE OUTCOMES

EVERY STUDENT THRIVING. EVERY FAMILY CONNECTED. OUR COMMUNITY STRONG.

CAREER & COLLEGE READY SCHOLARS
Attain proficiency in academics and multiple languages, engage in career exploration and graduate as life-long learners prepared for post-secondary opportunities

POWERFUL COMMUNICATORS
Effectively communicate ideas through speaking and writing using multiple languages and techniques, including technology

PRODUCTIVE CITIZENS
Fulfill personal, professional, and civic responsibilities while giving back to the community

CRITICAL THINKERS & COLLABORATIVE PROBLEM SOLVERS
Work collaboratively and apply innovative thinking and technologies to create solutions

LEADERS & ETHICAL DECISION MAKERS
Demonstrate personal and professional integrity, leadership, ethical decision-making, and respect diversity

CREATIVE & QUALITY PRODUCERS
Create quality performances and products that reflect thought and originality with the highest of standards

2026-2031

COJUSD

STRATEGIC PLAN

Cutler Elementary School
40532 Rd 128,
Cutler, CA 93615
(559) 528-6931

Palm Elementary School
12915 Ave 419
Orosi, CA 93647
(559) 528-4751

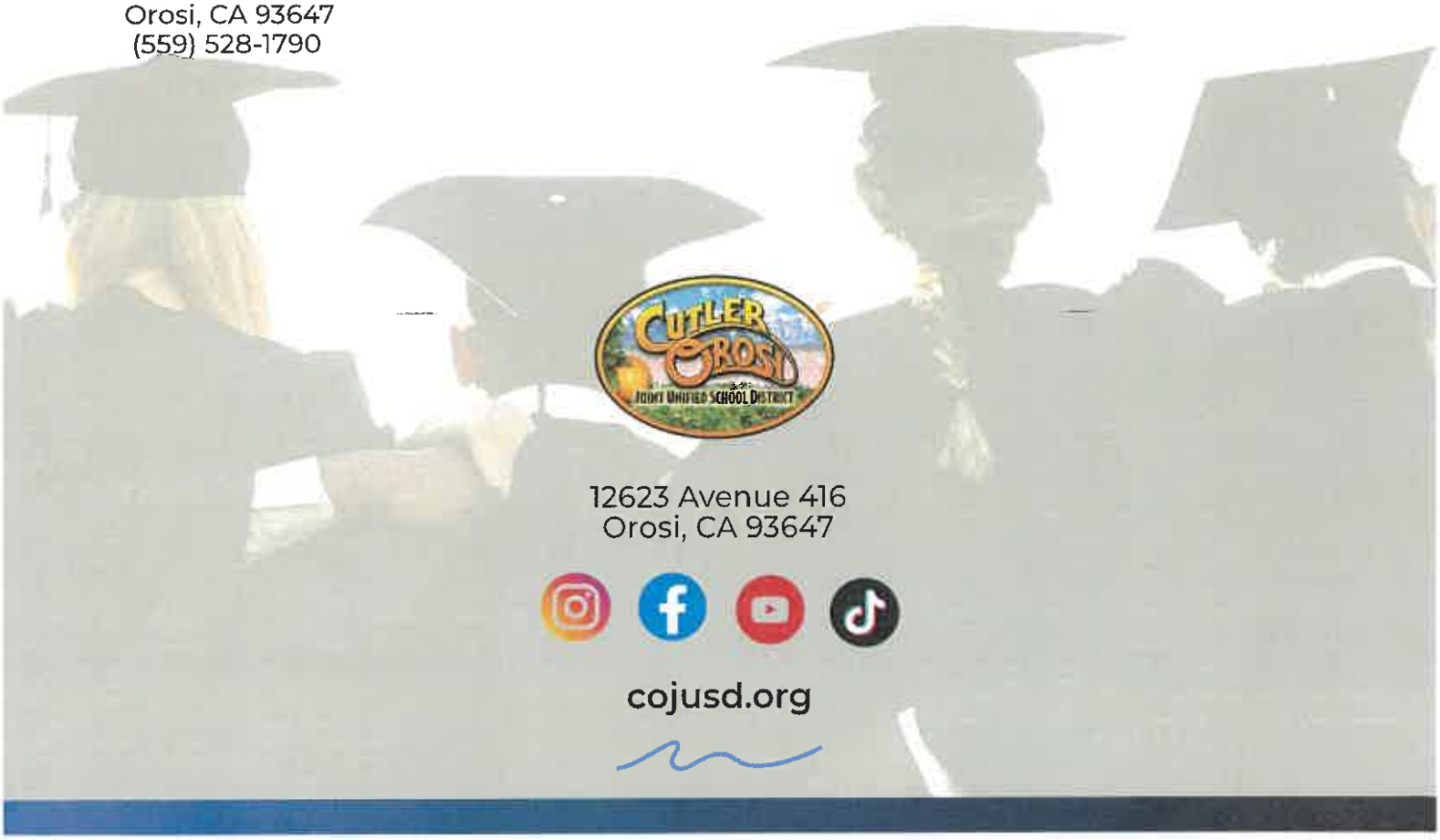
Golden Valley Elementary School
41465 Rd 127
Orosi, CA 93647
(559) 528-9004

Cutler-Orosi Family Education Center
40802 Rd 128
Orosi, CA 93647
(559) 528-1790

El Monte Middle School
42111 Rd 128
Orosi, CA 93647
(559) 528-3017

Orosi High School
41815 Rd 128
Orosi, CA 93647
(559) 528-4731

Alternative Education
12724 Ave 392
Cutler, CA 93615
(559) 528-4703



12623 Avenue 416
Orosi, CA 93647

cojusd.org

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ ORGANIZATIONAL**

AGENDA ITEM: **2025-2026 BOARD GOVERNANCE HANDBOOK**

ATTACHMENTS: **2025-2026 BOARD GOVERNANCE HANDBOOK**

FUNDING SOURCE: **N/A**

DISCUSSION:

Attached for review and approval is the COJUSD Board Governance Handbook. The handbook has been updated to reflect updated Board bylaws and any changes to district information. The handbook may be updated throughout the year only to reflect any personnel changes should they occur.

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 2025-2026 Board Governance Handbook.**

PROPOSED ACTION: **APPROVE**

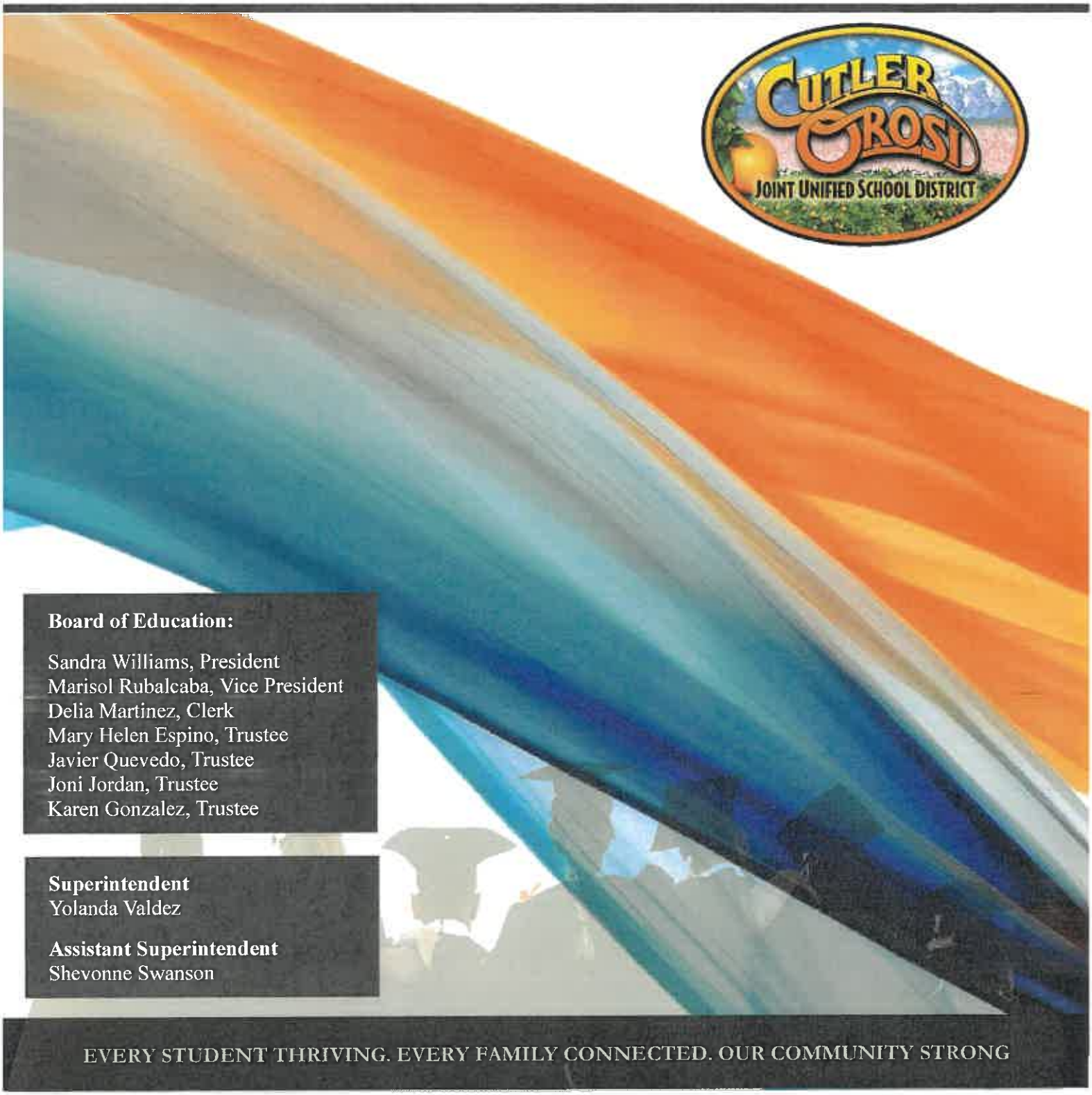
Item #: 20

2025-2026

COJUSD

BOARD GOVERNANCE HANDBOOK

(Pending board Approval)



Board of Education:

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

Superintendent
Yolanda Valdez

Assistant Superintendent
Shevonne Swanson

EVERY STUDENT THRIVING. EVERY FAMILY CONNECTED. OUR COMMUNITY STRONG

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CORE VALUES

UNITY OF PURPOSE, ROLES AND RESPONSIBILITIES, NORMS AND AGREEMENTS

This handbook is a summary of the ongoing governance team's work on effective governance. This process involves continuous discussions and agreements about unity of purpose, roles, norms and protocols that enable the governance team to perform its responsibilities to all children and adults in the community.

Students First

We prioritize the well-being, academic growth, and future of our students.

Equity and Opportunity

We empower staff, students, and families, and the community by removing barriers with purpose and compassion.

Partnership

We collaborate to build strong schools and a strong community.

Transparency and Trust

We communicate clearly, openly, and consistently.

Continuous Improvement

We commit to learning, growing, and innovating to meet evolving needs of students, staff, families, and the community.

Effective Governance

California School Boards Association

Governance- A Definition

School district governance is the act of transforming the needs, wishes and desires of the community into policies that direct the community's schools.

As the governance team fulfills responsibilities in the areas of setting direction, human resources, policies, student learning and achievement, finance, judicial appeals, collective bargaining, and community relations and advocacy, the way in which governance team members perform the governance role is critical.

Whether in the boardroom, out in the community or at home, board members are always trustees for the district. The integrity of the school district's educational program is dependent upon the responsible and professional manner in which each board member, and the board collectively, fulfills governance roles and responsibilities with the superintendent. The demeanor of governance team members sends an important message to the public.

Utilizing effective governance techniques, private citizens, once elected to school boards, work with the superintendent to keep all district efforts focused on student learning. Effective governance tenets encompass the basic characteristics and behaviors that enable governance team members to effectively create a climate for excellence in a school district.

The community elects school board members to set and monitor the direction of the school district, but the district superintendent will translate all efforts into action. It is, therefore, vital that the board and superintendent have a respectful and productive working relationship based on trust and open communications.

Working as a group, board members and the superintendent leverage the efforts of the professional staff by setting a direction for the district reflective of the community's wishes for its children, by creating a supportive framework for action in the district, by holding the system accountable through mutually agreed upon mechanisms, by providing support to students and staff through behaviors and actions, and by demonstrating community leadership on behalf of children, district schools and public education. When this is done effectively, the chances of a climate for excellence being created in which students thrive increase dramatically.

Working as an Effective Team

California School Boards Association

To effectively focus all district efforts on student learning and achievement for all students, a governance team needs to have a unity of purpose, a mutual understanding of roles, positive working relationships and supportive structures and processes. One of the chief ways a governance team can strengthen or maintain its effectiveness is to periodically assess its own performance in these areas.

Unity of Purpose

Unity of Purpose is a common focus, super-ordinate goals, the values and beliefs governance team members share in common about children, the district and public education that help them transcend their individual differences to fulfill a greater purpose.

Roles

Effective teams value and respect their essential roles, reach mutual agreement on the roles of the board and superintendent, and strive to operate within them.

Culture

Culture is the positive or negative atmosphere created by the way people in an organization treat each other. Teams have unwritten (implicit) or written (explicit) agreements about how they will behave with each other and others. These behavioral ground rules, often called norms, enable teams to build and maintain a positive culture of shifting to a negative one.

Structure and Process

How boards operate and how they do business as an effective team occurs when members discuss and agree on the formal structures and processes used by the board (e.g., agenda structure, visiting schools, handling complaints or concerns from the community, bringing up a new idea).

Our Unity of Purpose

Who Are We?

The Cutler-Orosi Governance Team members are leaders who care about our students, the school district, and our community. We are people who are committed to public education and understand the role education plays in sustaining our democratic society. We represent the entire community: children, parents, staff, businesses, and all community members. We hold the interest of ALL the children in trust. We have been chosen to provide educational leadership to the district and to see that the mission of the district is achieved. Even though we bring our individual perspectives and experiences to the table, we are committed to developing collective understanding, making informed decisions and operating as a unified team.

What Is Our Purpose?

We are a leadership team, responsible for the realization of the mission of our District while being fiscally responsible with the public monies in our trust. We consider the future, as well as the present and maintain our focus on our mission, vision, and goals that were developed through inclusive processes. We have the responsibility to do the best job we can for our students within the state and federal requirements, to consider the whole child, and to provide necessary resources to families in crisis. We believe that all students can learn and want our students to graduate from our schools, able to become responsible citizens. We provide a physically and emotionally safe, comfortable environment that encourages learning. We set high expectations for staff, expect staff to continue to learn and grow, and to believe that "failure is not an option." We see that the necessary resources are available to our staff to do the work we expect of them and have an evaluation system in place that holds everyone accountable, starting with the Superintendent. We inspire, engage, and inform our staff and community about education issues on behalf of our students, our district, our teachers, and public education.

To Whom Are We Responsible?

We are responsible to our children to provide the best possible education in a safe, nurturing, challenging learning environment, and to have high expectations for learning for **all** students so they are recognized as capable learners. We are responsible to have high expectations for district staff and providing necessary resources and a safe, supportive, challenging work environment. We are responsible to provide to parents a free public education for their children in an environment that is physically and emotionally safe for the children and their families, and to provide avenues for their involvement in their children's education. We are responsible to our voters and taxpayers to provide a high quality of education in our schools so the community is perceived as a good place to live, and to use public funds efficiently and effectively. We are responsible to our entire community to keep them informed and help them understand the benefits of our educational system whether or not they have children in our schools. We are responsible to the state and federal government to obey the law, to be informed, and to keep other elected officials informed about the effect of legislation on our district and to advocate on behalf of our children, the teaching profession, and our schools. We are responsible to the other members of our team to come to meetings prepared, to be interested and informed, to be committed to our work, and to be respectful and honest in our interactions. Our Oath of Office confirms our contract with all district stakeholders.

District Vision

All students will be college and career ready, committed to engage civic responsibilities, and prepared to compete in a global economy.

District Mission

"Educating Minds, Inspiring Futures"

Cutler-Orosi Board of Trustees is proud of the progress we have made in the past few years as we work towards being a results-oriented professional learning community. The Board of Education has set high standards of expectations for all staff through a collaborative process; administrators, teachers, classified staff, students, and parents work in a partnership to provide all students a quality education in a safe, supportive, and disciplined environment, preparing them to become responsible citizens able to compete in a global economy.

Governance Team Belief Statements

The Board of Education has adopted the following Belief Statements:

- Each child should be treated equitably with their needs being addressed.
- Each child can learn.
- Everyone- child/parent/staff – should be treated with respect and confidentiality.
- Everyone- child/parent/staff – should feel safe.
- Everyone- child/parent/staff – should be treated with equal tolerance and sensitivity.

Governance Team Unity of Purpose

The Board of Education identified the following Unity of Purpose:

- We have high expectations for all students.
- We have high expectations for teachers to continue to learn, and to believe that "failure is not an option." Teachers should reflect on themselves and their teaching to make sure that every student can learn.
- We believe teachers need the resources and tools necessary to ensure student success.
- We have to consider the whole child and provide the resources necessary to support families in crisis.
- We want to provide an environment that encourages learning and supports students emotionally.
- We want to set high standards for district staff and have an evaluation system that holds everyone accountable – in the Cutler –Orosi Joint USD; it starts with the superintendent

What We Want to Accomplish as a Governance Team

- Improve our students' education so they will be ready for college, career and life.
- Ensure that all our students can reach a high standard of education.
- Create a unified team that leads the District to success of every student.
- Provide the best education possible for our students; ensuring students have equitable opportunities and resources to become successful.
- Provide encouragement and positive reinforcement to our students – letting them know they can be successful regardless of their circumstances.
- Recognize graduates who have become successful in our own community or elsewhere.
- Ensure high academic success for our students so they are prepared to attend the college or advanced training of their choice.
- Ensure our school district is an inviting place for our students and staff, and that students come to school because they want to.
- Do a better job of sharing with our community the good things that happen in our district.
- Our teachers are life-long learners – always seeking new knowledge and techniques to improve their teaching ability.
- Establish a culture of accountability that begins with the Board and Superintendent.

Guiding Principles

Desired Outcomes

Achieve academic excellence through high quality instruction while meeting the needs of all students in a safe, supportive and inclusive environment.

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

Create efficient and effective systems and educational practices that are innovative, accountable, and proactive.

Roles and Responsibilities

A Discussion of Roles and Responsibilities

(California School Board Association)

Effective teams value and respect their essential roles, reach mutual agreement on the roles of the board and superintendent, and strive to operate within them.

There are important distinctions to be made between the board's role and that of the superintendent and staff. Boards and superintendents must team together to ensure a district has effective leadership. Just as board members should govern and not manage a school district, superintendents should not administer a district in isolation from the representatives whom the public has entrusted with the schools. School board **"trustees"** are the representatives of the people, elected to ensure a community's schools educate the community's children in accordance with the wishes of the local community.

Board members have collective, not individual, authority. Authority to make decisions is only granted to the board as a whole. The full board gives direction to the superintendent, most commonly at board meetings. The individual board member does not have the authority to direct the superintendent, unless otherwise agreed to by the board and superintendent.

The role of the school boards is not to run the schools, but to see that the schools are well run. When a board member inadvertently takes over the staff role, he/she is in essence vacating his/her board seat and effectively undercutting his/her ability to govern. He/She is forfeiting his/her ability to hold the superintendent responsible for the way the board's policy direction is translated into action by the professional staff.

Roles of the Board, Superintendent, and District Staff

California School Board Association

The school board works collaboratively with the superintendent and school district staff to see that the best possible education is provided to district students. Three distinct roles are required within the district to make this happen: *

- The Board: visionary, strategic, transformational change role, set the direction: hold the system accountable for results
- Administration: tactical, planners, alignment, logistics, resources, bridge between transformational and transitional change role: create and launch plans to meet the strategic charge
- Teachers and other staff: operational role – do the actual work – transitional change: carry out the plans to achieve the intended results.

All three of these roles have to be aligned and integrated. None of the roles can be successful without the others. The Superintendent is the link between the roles: supports the Board's governance responsibilities, and as the District's Chief Administrative Officer, works with administration to see that plans are developed in alignment with the vision, and oversees district staff to see that district work is carried out in ways that will achieve the ultimate intended results.

A Comparison of BOARD and SUPERINTENDENT roles:

- The Board is the elected representative for the community and sees that community interests are considered in decision-making for the schools.
- The board sees that the schools are well run by adopting fair and responsible policies and procedures that direct district operations. The board provides leadership on district issues, fosters an environment within the district where excellence can be attained, and builds civic capacity to achieve district goals and improve student learning.
- The Superintendent is hired by the board to be the chief administrative officer for the district. He or she manages the day-to-day operations of the school district and sees that board direction is implemented. The superintendent works with the board to support their effective governance of the district and provides leadership on educational matters to the community and staff.

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* *Adapted from: Mark Van Clay and Perry Soldwedel, School Board Fieldbook – Leading With Vision, (© Solution Tree Press, 2009)*

Cutler–Orosi Joint Unified School District

Cross references and legal references have been removed from this board bylaw for ease of reading. All cross-references and legal references are included in the Board Policy Manual found on the Cutler-Orosi Joint USD Website.)

Role of the Board

BB 9000

The Board of Education has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement
2. Establishing an effective and efficient organizational structure for the district by:

    a. Employing the Superintendent and setting policy for hiring of other personnel

    b. Overseeing the development and adoption of policies

    c. Establishing academic expectations and adopting the curriculum and instructional materials

    d. Establishing budget priorities and adopting the budget

    e. Providing safe, adequate facilities that support the district's instructional program

    f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

3. Providing support to the Superintendent and staff as they carry out the Board's direction by:

    a. Establishing and adhering to standards of responsible governance

    b. Making decisions and providing resources that support district priorities and goals

    c. Upholding Board policies

    d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons

4. Ensuring accountability to the public for the performance of the district's schools by:

   a. Evaluating the Superintendent and setting policy for the evaluation of other personnel

   b. Monitoring and evaluating the effectiveness of policies

   c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements

   d. Monitoring student achievement and program effectiveness and requiring program changes as necessary

   e. Monitoring and adjusting district finances

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

Cutler–Orosi Joint Unified School District

Cross-references and legal references have been removed from the body of this board bylaw for ease of reading. All cross-references and legal references are included in the Board Policy manual found on the Cutler-Orosi Joint USD Website.)

Board Bylaw 9200 - Limits of Board Member Authority

Board Member Qualifications

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is: 18 years of age or older; a citizen of California; a resident of the school district or, if applicable, the trustee area; a registered voter; and not legally disqualified from holding civil office. (Education Code 35107)

A person is not eligible to be a member of the Board if they have been convicted of an offense(s) as specified in law and the accompanying Exhibit, except when the person has been granted a pardon in accordance with law. A district employee duly elected to the Board shall resign from district employment, or shall otherwise cease being a district employee, before being sworn in. If a district employee duly elected to the Board is sworn in and remains a district employee, then the employment shall automatically terminate upon being sworn into office. (Education Code 35107)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide a Board candidate, upon request by the candidate, with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. Additionally, the Superintendent or designee shall provide a Board candidate, upon request by the candidate, the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000-11386. To commence a recall of a Board member, proponents shall serve, file, and publish or post a notice of intention to circulate the recall petition as specified by law and any applicable county elections official directives. Additionally, the recall petition shall be in the format provided by the Secretary of State and include, among other things, an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the regular meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from a county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition

shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election. (Elections Code 11240-11242)

A recall election of a Board member shall be conducted in accordance with Elections Code 11381-11386.

If a recall of a Board member is successful, that Board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-95 and Board Bylaw 9223 - Filling Vacancies.

Consolidation of Elections

The Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302. Additionally, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections in accordance with Elections Code 14051-14052.

In order to consolidate elections, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

For each election, upon certification by the County Board of Supervisors, the Board shall declare who has been elected to the Board in accordance with law. (Election Code 15400)

A Board member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

Each Board member shall reside in the trustee area they represent and shall be elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Following each decennial federal census the Board shall adjust the boundaries of the district's trustee areas in accordance with Elections Code 21100-21180. (Education Code 5019.5)

The Board may review the district's Board election method to determine whether any modification is necessary.

If the district seeks to change its election method, the Board shall follow procedural requirements and hold public hearings in accordance with Elections Code 10010 and 21100-21150 before adopting a resolution at an open meeting specifying the change and obtain approval from the county committee on school district organization having jurisdiction over the district in accordance with Education Code 5019.
The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Campaign Conduct
All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign contributions, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications
On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Whenever the County Superintendent of Schools certifies to the Board that there is a tie vote such that it is impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time and place shall determine the winner by lot. (Education Code 5016)

Cutler–Orosi Joint Unified School District

Cross-references and legal references have been removed from this board policy for ease of reading. All cross-references and legal references are included in the Board Policy Manual found on the Cutler-Orosi Joint USD Website.)

Board Policy 2000 - Administration – Concepts and Roles

The Board of Education recognizes that district administration performs essential roles and functions in support of student learning, including the provision of instructional support and services to schools as well as the responsible management of non-instructional operations. The Superintendent or designee may make decisions concerning district operations within the parameters of law and Board policy.

The Superintendent shall provide leadership in developing administrative regulations and organizational structures, decision-making processes, and staff action plans that allow the district to fulfill its vision and goals. The Board also expects the Superintendent to help shape the culture and environment of the district in a manner that focuses district operations on enhancing student achievement, encourages positive relationships within the community, and instills confidence in district schools.

The Board and Superintendent shall work together as a team in the exercise of district governance. The Board and Superintendent shall establish protocols that describe how the governance team will operate, including, but not limited to, agreements regarding Board meeting operations and communications between the Superintendent and the Board.

Because the Superintendent is the only district employee who is directly selected and evaluated by the Board, the Board has a responsibility to ensure that the Superintendent possesses the skills and attributes that best meet the needs of the district.

The Superintendent may delegate to other district staff any duties imposed upon him/her by the Board. This delegation shall not relieve the Superintendent of responsibility for actions taken by his/her designees.

Policy adopted: CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT November 12, 2009 Orosi, California

Cutler–Orosi Joint Unified School District

Cross-references and legal references have been removed from this board policy for ease of reading. All cross-references and legal references are included in the Board Policy Manual found on the Cutler-Orosi Joint USD Website.)

Board Policy 2110 - Superintendent Responsibilities and Duties

The Board of Education desires to establish a productive working relationship with the Superintendent and to ensure that the work of the Superintendent is focused on student learning and achievement, and the attainment of the district's vision and goals. The Board also desires to provide a fair basis for holding the Superintendent accountable. The responsibilities of the Superintendent are detailed in law, in the Superintendent's contract, and throughout Board policies and administrative regulations.

As the chief executive officer of the district, the Superintendent shall implement all Board decisions and manage the instructional and non-instructional operations of the schools. The Superintendent also serves as a member of the district's governance team and has responsibilities to support Board operations and decision-making.

The Superintendent may delegate any of his/her responsibilities and duties to other district staff, but he/she remains accountable to the Board for all areas of operation under the Superintendent's authority.

Policy CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

adopted: November 12, 2009 Orosi, California

Governing Effectively

What Effective Governance Means to the Cutler-Orosi JUSD Board of Trustees

- The board collectively sets the direction for the district.
- The board keeps the district efforts focused on student learning.
- The board creates a climate of excellence by
    - Providing the necessary resources so students and staff can be successful.
    - Supporting students and staff through our behaviors and actions
    - Holding the system accountable by establishing clear expectations for students and staff, instituting and consistently following fair evaluation processes, and requiring changes as necessary, and
    - Providing community leadership on behalf of our students, the district and public education
- The board and superintendent have a respectful, productive working relationship based on trust and open communication.
- The superintendent and staff translate the board's direction into action.
- The board communicates to the entire community about the role of the board and what "governance" is.
- The board maintains open, two-way communication with all stakeholders about district programs, activities, challenges and accomplishments.

What the Board Needs from the Superintendent to Be Successful

- Correct, clear, timely information
- Professional credibility
- No surprises
- Carry out district policies
- Use good judgment, leadership and creativity
- Be highly knowledgeable and able to develop and carry out the district vision
- Understand his/her roll
- Be a good listener
- Have good crisis management skills
- Be fiscally smart

What the Superintendent Needs from the Board to Be Successful

- Clear, timely, accurate information
- "Professional board members" who come prepared for meetings and workshops
- Trust
- Maintain confidentiality
- Clear direction
- Accountability- an evaluation process
- Understand the board's role
- Community leadership:
    - Be connected in the community
    - Understand needs and wants of constituents
- No surprises
- Be supportive of staff and understand staff roles and responsibilities

Sustaining a Positive Culture

Culture is the positive or negative atmosphere created by the way people in an organization treat each other. Teams have unwritten, (implicit) or written, (explicit), agreements about how they will behave with each other and others. The behavioral ground rules, often called norms, enable teams to build and maintain a positive culture or shift to a negative one. – CSBA

The Legacy We Want To Leave

We want to leave a district where:

- All decisions put children first.
- Agreed upon guiding beliefs drive decision-making.
- The vision is toward the future, people are forward thinking, and everyone is focused on moving ahead and making constant improvement.
- Structures and resources are in place to ensure success for all students.
- There are tangible improved results in student achievement for all students, groups, and schools.
- Systems are in place to help students become successful adults.
- Innovation and collaboration are valued and preserved.
- Fiscal responsibility is important and sustained.
- The governance team models professional behavior, demeanor, and decision-making.
- The community believes in our schools' work and that we made the best decisions we could.
- Principals and teachers are prepared to deliver high quality instruction.

Governance Team Norms

- Once a vote has been called, support the decision of the majority
- Listen carefully and respect one another's point of view
- Ask questions when you don't understand something
- Keep confidential information from closed session confidential
- Support each other—do not "throw each other under the bus"
- Practice and experience humility—each of us may not have all the answers
- It is okay to challenge ideas, but not people
- No surprises from Board members or Administration at Board meetings
- Keep a sense of humor

Orientation of Prospective Board Members

What Prospective Board Members Should Know:

- Board members don't run the district but see that the district is well run.
- The board operates as a "body" when making decisions and then stands behind those decisions as staff carries out the work.
- The board serves **all** students at **all** school sites.
- Monthly board meetings are generally 2 – 3 hours in length with board packets averaging about 200 pages- all of which need to be read before the meeting. Packets are delivered to board members the Friday before the board meeting, allowing the board member to have the weekend to read. Questions about the board packet should be addressed to the superintendent on Monday morning so that answers are ready for the Thursday night board meeting.
- Regular board meetings are conducted on the second Thursday night of each month except July when there is no scheduled board meeting. The Regular Open Session of the Board begins at 5:30 p.m. with Closed Session beginning at 6:30 p.m. or after.
- Special board meetings and board study sessions are conducted as necessary and will be scheduled at convenient times for the governing body.
- The district board policies are online at www.cojusd.org. Under Board of Education.
- All board members must be trained in the Brown Act. This training is scheduled by the County Office of Education in January or February of each year.
- All new board members should plan to attend the New Board Member Orientation at the CSBA Annual Conference. CSBA Annual Conference is held annually in December in either Northern or Southern California.

Orientation of New Board Members

New Board Member Orientation Will Include:

- A buddy system for new board members so that they have a veteran board member to use as a source of reference and a sounding board
- Opportunities for the new board members to visit each of the school sites
- Information that includes specific district documents such as:
  - District budget in a user-friendly format
  - Contact information
  - Union contracts
  - District calendar
  - Brown Act
  - Governance Handbook
  - Board Bylaws
  - District Report Card
- The Assistant Superintendents and the Superintendent will review these documents with the new board members.
- A Governance Team workshop in January will review board and governance team operations and to discuss and review:
  - The roles of the board, superintendent, District office staff and other staff
  - The District mission and goals and the Governance Team's Core Values and Beliefs
  - School finance in general and specific to Cutler-Orosi
  - How to manage the board role and the parent role simultaneously
  - Chains of command and lines of authority
  - Closed Session confidentiality and other brown Act issues
- New board members will be encouraged to attend the CSBA new Board Member Orientation at the Annual Conference in December and the New Board Member Institute when it is held.

Protocols & Procedure for Governance Leadership

Protocol 1 on Communication has been developed; other protocols will be developed yearly.

General Procedures:

Board Meeting Dates/Times: Second Thursday of each month; 5:30 p.m. at District Office Board Room

Order of Items on Agenda:

1. Roll Call/Pledge of Allegiance
2. Public Comments
3. Superintendent's Report
4. Student Member Report
5. Consent
6. Curriculum/Instruction Items
7. Administrative/Organizational Items
8. Board Member Comments
9. Closed Session

Purpose of Public Comments Section: To allow the public to comment on topics of interest to them that they feel the Board should be aware of and possibly address at a future meeting.

Purpose of Board Member Comments Section: To allow each Board member to report on activities or raise issues that they would like to see addressed at future Board meetings.

Board Member Benefits:

Stipend	Maximum allowed per Education Code - $240.00 per month
Health Benefits	Board members participate in the same plans as selected by the management team.
Attending Conferences, Educational Meetings/ Community Events	Contact Superintendent or Board President to place on agenda. Contact Superintendent's Executive Assistant for registration and reservations.
Travel Expenses and Reimbursements	Contact Chief Financial Officer to sign out district credit card; if you wish to be reimbursed for an expense, turn in original itemized receipts.
Business Cards	Contact Superintendent's Executive Assistant to order.
Laptop	Contact Superintendent's Executive Assistant to check-out your laptop.
Email address	Contact Superintendent's Executive Assistant to have email address set up.

Performing the Board's Job

Setting Direction for the District

Key Concepts:

- The District has developed and refined a Leadership Systems Cycle focused on the Common Core State Standards implementation and the Local Control Accountability Plan's development and implementation.
- Leaders understand and leverage **Culture and Context**, which shaped the **Vision, Goals and Strategy**. **Results and Continuous Improvement** is the outcome of this strategic planning process.
- The Superintendent and the District administration provide evidence to support increase results in the Local Control Accountability Plan goals and the implementation of the Common Core State Standards.
- The Governance Team ensures the District Goals are met and there is continued improvement in student learning.

Proposed Actions:

- The Superintendent and Administrative Staff will bring progress reports to the board during each regularly scheduled board meeting.
- The Governance Team will hold a workshop in January to review:
  - Governance Team Core Values and Beliefs
  - Board Bylaws
  - Accountability Plans and Common Core State Standards Implementation Progress
- The Superintendent's evaluation (which is to be completed by June 30) will be structured around success indicators developed for an agreed upon number of district goals.

Superintendent's Evaluation

The Cutler-Orosi Governance Team believes that superintendent evaluation should be a communications process that serves as a model for district evaluation at all levels. It should be:

- Based on district goals
- Data-driven
- Ongoing
- Collaborative (Working together as a governance team to agree on success indicators for each goal.)

We believe superintendent evaluation is an important leadership tool to focus and align all district efforts, an opportunity for the governance team to reflect and talk about where the district is going, not just this year, but with an eye to the future.

The superintendent's evaluation should:

- Provide an opportunity for acknowledging and commending the superintendent's accomplishments.
- Support growth of the superintendent and sustained improvement for the district, and
- If necessary, identify areas of improvement that need to be addressed by the superintendent to ensure continuous progress.
- Be conducted through a collaborative process with the Board's coach.

Board of Trustee

Name	Area	Office	Email Address
Sandra Williams	3	President	smwilliams@cojusd.org
Marisol Rubalcaba	1	Vice President	mrubalcaba@cojusd.org
Delia Martinez	3	Clerk	demartinez@cojusd.org
Mary Helen Espino	2	Trustee	maespino@cojsud.org
Joni Jordan	4	Trustee	jojordan@cojusd.org
Javier Quevedo	2	Trustee	jaquevedo@cojusd.org
Karen Gonzalez	1	Trustee	kagonzalez@cojusd.org

Superintendent

School District Address	12623 Avenue 416, Orosi, CA, 93647
Main District Phone Number	559-528-4763
Superintendent	Yolanda Valdez
Cell Phone Number	559-351-4641
Email Address	yovaldez@cojusd.org
Superintendent's Administrative Assistant	Micaela Macareno
Cell Phone Number	559-246-5520
Email Address	mimacareno@cojusd.org

About the District

Communities Served by the District: Cutler, Orosi, Yettem, Badger and the surrounding Fresno and Tulare Counties' areas within Cutler-Orosi Joint Unified School District boundaries.

Reason District is considered a "Joint Unified School District": The district has a boundary that crosses Fresno County's line. Therefore, it is a "joint" district—joint with two counties.

Number of Employees in the District: Certificated – 216; Classified - 351 Confidential/Management - 89

Bargaining Units: COUTA: Cutler-Orosi Unified Teachers' Association, CSEA: California Schools Employees Association

The Cutler-Orosi Management group meets as a group but has no bargaining unit.

Grade Levels Served by the District: Preschool – Grade 12 and Adults

Number of Students Enrolled: 2024-2025:

K – 5: 1943 6 – 8= 887 9 – 12 = 1277 Total - 4012

Student Population (based on 2024-25 Data)

Ethnic Groups by percentage

African American: 0.1% American Indian or Alaska Native: 0.1% Asian: 0.3%

Filipino: 2.5% Hispanic or Latino: 96% White: 0.8%

Percent of English Language Learners: 37.7%

Percent of Special Education Students: 10%

Percent of Students Receiving Free/Reduced Lunch: 94.4%

Percent of Students Classified as Dropouts: 4.7%

Percent of Students Expelled: .0.1%

Percent of Students Suspended: 3.3%

Percent of Chronic Absenteeism: 11.2%

Number of Square Miles the District Covers: 571.1

Home to School Transportation: 1091

General District Information

(based on 2024-25 Data)

Number of Full-time Equivalent Teachers: 216

Average Years Teaching Experience: 12

Percent of First- and Second-Year Teachers: 14%

Average Pupil-Teacher Ratio: 17

Average Class Size in District: 21

Average Teacher Salary: $93,500

Per Pupil Total Revenue: $16,521

District Office/Departments

District Office Phone Number: 559-528-4763

Department	Department Head	Department Phone:
Administration	Yolanda Valdez	(559) 528-4763 x 1102
Curriculum/Instruction	Shevonne Swanson	(559) 528-4763 x 1313
Administrative Services/Personnel	VACANT	(559) 528-4763 x 1107
Business Services	Faith Price	(559) 528-4763 x 1208
Categorical Programs/ Student Services	Sunsie Tumacder	(559) 528-6949 x 1407
Special Services	Antonio Quintanilla	(559) 528-4075 x 1309
Mental Health Services	Linda Montemayor	(559) 528-4075 x 1305
Information Technology	Ray Quintana	(559) 528-4763 x 1668
College and Career Readiness	Lisa Castillo	(559) 528-4075 x 1312
Maintenance, Transportation, Facilities	Raffi Soghomonian	(559) 528-4763 x 1104
Director of Grants & Program Development	Laura Gonzalez	(559) 528-4763 x 1316
Food Services	Jody Rush	(559) 528-4763 x 1213
Public Information Liaison	Mirtha Hernandez	(559) 528-4763 x 1215
Instructional Programs/ ELOP	Jayboy Camaquin	(559) 528-6949 x 1406
Dual Immersion and Biliteracy	Veronica Raigoza	(559) 528-4075 x 1314
Before & After School	Angela Ruiz Alvarez	(559) 528-4731 x 7072
ELL & Early Education Administrator	Leanne Cerda	(559) 528-6949 x 1416

School Sites

School Site	Principal/ Administrator	Site Phone:
Cutler Elementary School	Dr. Diana Vides	(559) 528-6931
Golden Valley Elementary School	Melissa Delgadillo	(559) 528-9004
Palm Elementary School	Yovana Castillo	(559) 528-4751
El Monte Middle School	Dr. Larissa Goosev	(559) 528-3017
Orosi High School	Oscar Villaseñor	(559) 528-4731
Alternative Ed. Schools	Victoria Guzman	(559) 528-4703
Family Education Center	Maritza Gonzalez	(559) 528-1790

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**ADMINISTRATIVE ORGANIZATIONAL**
AGENDA ITEM:	**2025-2026 SECOND INTERIM REPORT**
ATTACHMENTS:	**SECOND INTERIM REPORT PRESENTED AT BOARD MEETING**
FUNDING SOURCE:	**N/A**

DISCUSSION:

The Second Interim Report is due to Tulare County Office of Education on March 17, 2026. The report verifies that the Cutler-Orosi Joint Unified School District is maintaining a positive cash flow and adhering to all of the rules and regulations set by the California Department of Education. Cutler-Orosi Joint Unified School District has a positive certification.

The Second Interim Report is also available for review at our district website using the following link: 2025-26 2nd Interim

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

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 2025-2026 Second Interim.**

PROPOSED ACTION: **APPROVE**

Item #: 21

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF CLOSE-OUT PERFORMANCE AUDIT-PALM ELEMENTARY SCHOOL**

ATTACHMENTS: **CLOSE-OUT PERFORMANCE AUDIT FOR PALM ELEMENTARY SCHOOL (PROJECT NO. 57/71860-00-010)**

FUNDING SOURCE: **N/A**

DISCUSSION:

This item presents the School Facilities Program Close-Out Performance Audit for the Palm Elementary School Modernization Project. The audit was conducted in accordance with generally accepted government auditing standards to determine whether project funds were expended in compliance with applicable state requirements, including statutory and regulatory provisions governing school facilities projects. The audit reviewed project expenditures, contract compliance, and internal controls related to project implementation. The auditors concluded that project expenditures were properly accounted for and used for authorized purposes, and no audit findings were reported. There is no fiscal impact associated with receiving this audit report.

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 performance audit.**

PROPOSED ACTION: **APPROVE**

Item #:22

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

SCHOOL FACILITIES PROGRAM
CLOSE-OUT PERFORMANCE AUDIT

PALM ELEMENTARY SCHOOL
PROJECT NO. 57/71860-00-010

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
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INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Governing Board
Cutler-Orosi Joint Unified School District
Orosi, California

We were engaged to conduct a close-out performance audit of the Cutler-Orosi Joint Unified School District's (the District) School Facilities Program Project No. 57/71860-00-010.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Education Code Section 41024 for a Local Education Agency (LEA) agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix B*, issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B*, issued by the California Education Audit Appeals Panel, but not for the purpose of expressing an opinion of the effectiveness of the District's internal controls. Accordingly, we do not express an opinion on the effectiveness of the District's internal controls. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended School Facilities Program funds in accordance with Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B*, issued by the California Education Audit Appeals Panel.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than this specified party.

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San Diego, California
January 21, 2026

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
OBJECTIVES, SCOPE, AND METHODOLOGY
PROJECT NO. 57/71860-00-010

On March 3, 2020, California voters approved Proposition 13, the School and College Facilities Bond Initiative. This proposition authorized an additional $15 billion in bonds to improve public education facilities. Of this amount, $9 billion was designated for K-12 schools, $2 billion for community colleges, and $4 billion for the University of California and California State University systems. The funds aimed to address the needs for modernized classrooms, improved safety measures, and enhanced educational facilities across the state.

Most recently, on November 5, 2024, voters approved Proposition 2, which authorized $10 billion in bonds for the improvement and construction of educational facilities. This included $8.5 billion for K-12 schools and $1.5 billion for community colleges. The funds are designated for renovating outdated facilities and constructing new classrooms to meet current educational demands, ensuring compliance with modern safety and health regulations, including removing lead from drinking water sources, expanding and improving facilities that support vocational and career technical education, and addressing environmental concerns in schools and classrooms. Proposition 2 also includes provisions to prioritize funds for districts with the greatest needs, including those serving disadvantaged communities, and ensures transparency through performance audits and public hearings.

AUDIT OBJECTIVE

Determine whether funds identified by the District on its detailed list of expenditures have been expended in accordance with the requirements of the Leroy F. Greene School Facilities Act of 1998 associated regulations, grant agreements and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B*.

AUDIT SCOPE

Our performance audit will be carried out in accordance with standards generally accepted in the United States of America and *Government Auditing Standards*. The scope of our performance audit includes all expenditures reported on the final form SAB 50-06 and Detailed Listing of Project Expenditures (DLOPE).

AUDIT METHODOLOGY

We obtained the DLOPE for the close-out audit and the District's corresponding general ledger for the Financial Hardship, Modernization Project Number 57/71860-00-010. We performed the following procedures:

- Verify the District has maintained over the course of the project a general ledger that reflects expenditures at a project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the project.

- Verify any statutorily required District matching funds have been deposited in the County School Facility Fund or expended by the District from the matching funding source prior to the "Notice of Completion" by inspecting the SAB's project approval document for the applicable project and supporting accounting records provided by the District.

- Determine whether expenditures have been expended in accordance with the laws and regulations governing the SFP and were made within an eligible time frame by selecting a representative sample of project expenditures reported on the final form SAB 50-06 and DLOPE, to agree and trace expenditures to supporting documentation.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
OBJECTIVES, SCOPE, AND METHODOLOGY, continued
PROJECT NO. 57/71860-00-010

AUDIT METHODOLOGY (continued)

- Determine if the expenditures were made within the eligible 3-year time frame (prior to completion date) by obtaining the DLOPE. Review all expenditure dates listed in the DLOPE to verify they were within the 3-year time limit.

- Verify the final DLOPE grand total for the project reconciles back to the District's general ledger grand total for the project.

- Obtain any architect/design contracts. Agree and trace the final contracted amount to the final billed amount. In addition, determine if the expenditures reported on the final form SAB 50-06 and DLOPE were paid to the architect by agreeing with the general ledger and final billed amount.

- Select a sample of construction contracts, including change orders. Agree and trace the final contracted amount (after addendums and change orders) to the final billed amount. In addition, trace the expenditures reported in the DLOPE and general ledger to the final billed amount to ensure they were not over reported.

- For construction contracts sampled, including change order amounts, inspect documentation substantiating compliance with provisions of the Public Contract Code concerning competitive bidding.

- Review any Construction Management contracts utilized by the District. Agree the amount in the contract to the amounts indicated as paid in the final billed amounts.

- Obtain and verify through the approval documents that the required 60% of the project funding was spent on hard construction costs.

- Inspect supporting documentation for any transfers of SFP funds out of Fund 35 (School Facility Fund) to other District funds and determine if they are allowable.

- Agree and trace any interest reported on the final Form SAB 50-06 to amounts recorded in the general ledger and other interest documentation.

- Verify the District has established and funded a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing major maintenance plan.

CONCLUSION

The results of our tests indicated that, in all significant respects, the Cutler-Orosi Joint Unified School District properly accounted for the expenditures related to the Financial Hardship Project No. 57/71860-00-010 and that such expenditures were made for authorized purposes.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
HARD CONSTRUCTION COST RATIO
PROJECT NO. 57/71860-00-010

	Amount	Percentage
Total Project Costs (State Share and Required District Contribution)	$ 1,855,993.33	100.00%
60% of Total Project Costs	$ 1,113,596.00	60.00%
Reported Hard Costs & Percentage	$ 1,603,762.79	86.41%
Audited Hard Costs & Percentage	$ 1,603,762.79	86.41%
Difference	$ -	0.00%

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
RESTRICTED MAINTENANCE ACCOUNT CONTRIBUTION
PROJECT NO. 57/71860-00-010

	Year 1	Year 2	Year 3	Year 4
Fiscal Year Required Deposit	2021-22	2022-23	2023-24	2024-25
Is District a Small School District?	No	No	No	No
Warrant Release Date	2/4/2022	2/4/2022	2/4/2022	2/4/2022
% Deposit Requirement	3.00%	3.00%	3.00%	3.00%
Met RMA Requirement?	Yes	Yes	Yes	Yes

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF FINAL PROJECT FUNDING
PROJECT NO. 57/71860-00-010

"SCHEDULE OF SCHOOL FACILITY PROGRAM (SFP) SUMMARY OF FINAL PROJECT FUNDING" (For Non-Financial Hardship and Financial Hardship Closeout Audits)			
	District: Cutler-Orosi Joint Unified School District		
	Project Number: 57/71860-00-010		
	School Name: Palm Elementary School		
A.	State Share: Grants Received (do not include site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	$	1,113,596.00
B.	Plus Required District Contribution	$	-
C.	Plus Financial Hardship Apportionment	$	742,397.33
D.	District Share (B + C = D)	$	742,397.33
E.	Plus Audited Interest Earned on State Funds	$	8,532.80
F.	**Total Project Financing** (A + D + E = F)	$	1,864,526.13
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	$	1,851,521.36
H.	Amount Overspent (if reported expenditures more than project financing) (G - F = H)	$	-
I.	**Amount of Audited Savings** (if reported expenditures less than project financing) (F - G = I; also Audited Savings amount on SFP Project Savings Schedule)	$	13,004.77
J.	**Ineligible Expenditures** – Audit Findings from SFP Summary of Audit Findings	N/A	
K.	**Financial Hardship Grant Adjustment** - Expenditures Prior to Fund Release that exceeded District Contribution – Audit Finding from SFP Summary of Audit Findings	N/A	
L.	**Site Grant Adjustments** – from Schedule of Site Grant Adjustments Summary	N/A	
M.	**Total Amount to be returned to the State (Non-Financial Hardship** For Audit Findings and Site Grant Adjustments) (J + K + L= M)	N/A	
N.	**Total Amount to be returned to the State - Financial Hardship District** (I + J+K+L = N)	N/A	

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM DETERMINATION OF PROJECT SAVINGS
PROJECT NO. 57/71860-00-010

"SCHEDULE OF SCHOOL FACILITY PROGRAM (SFP) DETERMINATION OF PROJECT SAVINGS" (LEA to report with SAB 50-06 for each SFP project)				
	District: Cutler-Orosi Joint Unified School District			
	Project Number: 57/71860-00-010			
	School Name: Palm Elementary School			
		Required/Reported	**Audited**	**Difference**
A.	State Share: Grant Amount (do not include site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	$ 1,113,596.00	$ 1,113,596.00	$ -
B.	Plus District Contribution	$ -	$ -	$ -
C.	Plus Financial Hardship Apportionment	$ 742,397.33	$ 742,397.33	$ -
D.	District Share: (B + C)	$ 742,397.33	$ 742,397.33	$ -
E.	Plus Interest Earned on State Funds	$ 8,532.80	$ 8,532.80	$ -
F.	**Amounts Financed** (A+D+E=F)	$ 1,864,526.13	$ 1,864,526.13	$ -
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure):	$ 1,851,521.36	$ 1,851,521.36	$ -
H.	Amount Overspent (if reported expenditures more than amounts financed) (G-F=H)		$ -	$ -
I.	**Amount of Savings** (if reported expenditures less than amounts financed) (F-G=I)	$ 13,004.77	$ 13,004.77	$ -

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM SITE GRANT ADJUSTMENTS SUMMARY
PROJECT NO. 57/71860-00-010

The project did not receive a grant for site purchase, site relocation, site hazardous waste removal or department of toxic substance control costs.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PALM ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF AUDIT FINDINGS AND VIEWS OF RESPONSIBLE OFFICIALS
PROJECT NO. 57/71860-00-010

No findings reported.

Views of Responsible Officials

The District agrees with the results of the performance audit.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF CLOSE-OUT PERFORMANCE AUDIT-GOLDEN VALLEY ELEMENTARY SCHOOL**

ATTACHMENTS: **CLOSE-OUT PERFORMANCE AUDIT FOR GOLDEN VALLEY ELEMENTARY SCHOOL (PROJECT NO. 57/71860-00-011)**

FUNDING SOURCE: **N/A**

DISCUSSION:

This item presents the School Facilities Program Close-Out Performance Audit for the Golden Valley Elementary School Modernization Project. The audit was conducted in accordance with generally accepted government auditing standards to determine whether project funds were expended in compliance with applicable state requirements, including statutory and regulatory provisions governing school facilities projects. The audit reviewed project expenditures, contract compliance, and internal controls related to project implementation. The auditors concluded that project expenditures were properly accounted for and used for authorized purposes, and no audit findings were reported. There is no fiscal impact associated with receiving this audit report.

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 performance audit.**

PROPOSED ACTION: **APPROVE**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

SCHOOL FACILITIES PROGRAM
CLOSE-OUT PERFORMANCE AUDIT

GOLDEN VALLEY ELEMENTARY SCHOOL
PROJECT NO. 57/71860-00-011

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
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PROJECT NO. 57/71860-00-011

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CHRISTY WHITE
Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Governing Board
Cutler-Orosi Joint Unified School District
Orosi, California

We were engaged to conduct a close-out performance audit of the Cutler-Orosi Joint Unified School District's (the District) School Facilities Program Project No. 57/71860-00-011.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Education Code Section 41024 for a Local Education Agency (LEA) agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix B*, issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B*, issued by the California Education Audit Appeals Panel, but not for the purpose of expressing an opinion of the effectiveness of the District's internal controls. Accordingly, we do not express an opinion on the effectiveness of the District's internal controls. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended School Facilities Program funds in accordance with Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B*, issued by the California Education Audit Appeals Panel.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than this specified party.

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January 21, 2026

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
OBJECTIVES, SCOPE, AND METHODOLOGY
PROJECT NO. 57/71860-00-011

On November 8, 2016, California voters approved Proposition 51, the California Public School Facility Bonds Initiative, which authorizes $9 billion in general obligation bonds to fund construction and improvement of K-12 and community college facilities. The measure designates $7 billion for K-12 projects falling under four types of projects (new construction, modernization, career technical education facilities, and charter school facilities), and $2 billion for any facility project for community colleges.

AUDIT OBJECTIVE

Determine whether funds identified by the District on its detailed list of expenditures have been expended in accordance with the requirements of the Leroy F. Greene School Facilities Act of 1998 associated regulations, grant agreements and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B*.

AUDIT SCOPE

Our performance audit will be carried out in accordance with standards generally accepted in the United States of America and *Government Auditing Standards*. The scope of our performance audit includes all expenditures reported on the final form SAB 50-06 and Detailed Listing of Project Expenditures (DLOPE).

AUDIT METHODOLOGY

We obtained the DLOPE for the close-out audit and the District's corresponding general ledger for the Financial Hardship Modernization Project Number 57/71860-00-011. We performed the following procedures:

- Verify the District has maintained over the course of the project a general ledger that reflects expenditures at a project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the project.

- Verify any statutorily required District matching funds have been deposited in the County School Facility Fund or expended by the District from the matching funding source prior to the "Notice of Completion" by inspecting the SAB's project approval document for the applicable project and supporting accounting records provided by the District.

- Determine whether expenditures have been expended in accordance with the laws and regulations governing the SFP and were made within an eligible time frame by selecting a representative sample of project expenditures reported on the final form SAB 50-06 and DLOPE, to agree and trace expenditures to supporting documentation.

- Determine if the expenditures were made within the eligible 3-year time frame (prior to completion date) by obtaining the DLOPE. Review all expenditure dates listed in the DLOPE to verify they were within the 3-year time limit.

- Verify the final DLOPE grand total for the project reconciles back to the District's general ledger grand total for the project.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
OBJECTIVES, SCOPE, AND METHODOLOGY, continued
PROJECT NO. 57/71860-00-011

AUDIT METHODOLOGY (continued)

- Obtain any architect/design contracts. Agree and trace the final contracted amount to the final billed amount. In addition, determine if the expenditures reported on the final form SAB 50-06 and DLOPE were paid to the architect by agreeing with the general ledger and final billed amount.

- Select a sample of construction contracts, including change orders. Agree and trace the final contracted amount (after addendums and change orders) to the final billed amount. In addition, trace the expenditures reported in the DLOPE and general ledger to the final billed amount to ensure they were not over reported.

- For construction contracts sampled, including change order amounts, inspect documentation substantiating compliance with provisions of the Public Contract Code concerning competitive bidding.

- Review any Construction Management contracts, if the District utilized one. Agree the amount in the contract to the amounts indicated as paid in the final billed amounts.

- Obtain and verify through the approval documents that the required 60% of the project funding was spent on hard construction costs.

- Inspect supporting documentation for any transfers of SFP funds out of Fund 35 (School Facility Fund) to other District funds and determine if they are allowable.

- Agree and trace any interest reported on the final Form SAB 50-06 to amounts recorded in the general ledger and other interest documentation.

- Verify the District has established and funded a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing major maintenance plan.

CONCLUSION

The results of our tests indicated that, in all significant respects, the Cutler-Orosi Joint Unified School District properly accounted for the expenditures related to the Financial Hardship School Facilities Program, Project No. 57/71860-00-011 and that such expenditures were made for authorized purposes.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
HARD CONSTRUCTION COST RATIO
PROJECT NO. 57/71860-00-011

		Amount	Percentage
Total Project Costs (State Share and Required District Contribution)	$	5,772,311.67	100.00%
60% of Total Project Costs	$	3,463,387.00	60.00%
Reported Hard Costs & Percentage	$	4,150,652.71	71.91%
Audited Hard Costs & Percentage	$	4,150,652.71	71.91%
Difference	$	-	0.00%

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
RESTRICTED MAINTENANCE ACCOUNT CONTRIBUTION
PROJECT NO. 57/71860-00-011

	Year 1	Year 2	Year 3	Year 4
Fiscal Year Required Deposit	2021-22	2022-23	2023-24	2024-25
Is District a Small School District?	No	No	No	No
Warrant Release Date	2/4/2022	2/4/2022	2/4/2022	2/4/2022
% Deposit Requirement	3.00%	3.00%	3.00%	3.00%
Met RMA Requirement?	Yes	Yes	Yes	Yes

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF FINAL PROJECT FUNDING
PROJECT NO. 57/71860-00-011

	"SCHEDULE OF SCHOOL FACILITY PROGRAM (SFP) SUMMARY OF FINAL PROJECT FUNDING" (For Non-Financial Hardship and Financial Hardship Closeout Audits)		
	District: Cutler-Orosi Joint Unified School District		
	Project Number: 57/71860-00-011		
	School Name: Golden Valley Elementary School		
A.	State Share: Grants Received (do not include site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	$	3,463,387.00
B.	Plus Required District Contribution	$	-
C.	Plus Financial Hardship Apportionment	$	2,308,924.67
D.	District Share (B + C = D)	$	2,308,924.67
E.	Plus Audited Interest Earned on State Funds	$	180,889.82
F.	**Total Project Financing** (A + D + E = F)	$	5,953,201.49
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	$	5,953,115.16
H.	Amount Overspent (if reported expenditures more than project financing) (G - F = H)	$	-
I.	**Amount of Audited Savings** (if reported expenditures less than project financing) (F - G = I; also Audited Savings amount on SFP Project Savings Schedule)	$	86.33
J.	**Ineligible Expenditures** – Audit Findings from SFP Summary of Audit Findings	N/A	
K.	**Financial Hardship Grant Adjustment** - Expenditures Prior to Fund Release that exceeded District Contribution – Audit Finding from SFP Summary of Audit Findings	N/A	
L.	**Site Grant Adjustments** – from Schedule of Site Grant Adjustments Summary	N/A	
M.	**Total Amount to be returned to the State (Non-Financial Hardship** For Audit Findings and Site Grant Adjustments) (J + K + L= M)	N/A	
N.	**Total Amount to be returned to the State - Financial Hardship District** (I + J+K+L = N)	N/A	

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM DETERMINATION OF PROJECT SAVINGS
PROJECT NO. 57/71860-00-011

"SCHEDULE OF SCHOOL FACILITY PROGRAM (SFP) DETERMINATION OF PROJECT SAVINGS" (LEA to report with SAB 50-06 for each SFP project)				
	District: Cutler-Orosi Joint Unified School District			
	Project Number: 57/71860-00-011			
	School Name: Golden Valley Elementary School			
		Required/Reported	**Audited**	**Difference**
A.	State Share: Grant Amount (do not include site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	$ 5,772,311.67	$ 3,463,387.00	$ 2,308,924.67
B.	Plus District Contribution	$ -	$ -	$ -
C.	Plus Financial Hardship Apportionment	$ -	$ 2,308,924.67	$ (2,308,924.67)
D.	District Share: (B + C)	$ -	$ 2,308,924.67	$ (2,308,924.67)
E.	Plus Interest Earned on State Funds	$ 180,889.82	$ 180,889.82	$ -
F.	**Amounts Financed** (A+D+E=F)	$ 5,953,201.49	$ 5,953,201.49	$ -
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure):	$ 5,953,115.16	$ 5,953,115.16	$ -
H.	Amount Overspent (if reported expenditures more than amounts financed) (G-F=H)	$ -	$ -	$ -
I.	**Amount of Savings** (if reported expenditures less than amounts financed) (F-G=I)	$ 86.33	$ 86.33	$ -

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM SITE GRANT ADJUSTMENTS SUMMARY
PROJECT NO. 57/71860-00-011

The project did not receive a grant for site purchase, site relocation, site hazardous waste removal or department of Toxic Substance Control costs.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
GOLDEN VALLEY ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF AUDIT FINDINGS AND VIEWS OF RESPONSIBLE OFFICIALS
PROJECT NO. 57/71860-00-011

No findings reported.

Views of Responsible Officials

The District agrees with the results of the performance audit.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**ADMINISRATIVE/ORGANIZATIONAL**
AGENDA ITEM:	**APPROVE SUBMISSION OF APPLICATIONS FOR CALIFORNIA DEPARTMENT OF EDUCATION LICENSE EXEMPT CLASSROOMS**
ATTACHMENTS:	**APPLICATIONS FOR CALIFORNIA DEPARTMENT OF EDUCATION LICENSE-EXEMPT CLASSROOMS**
FUNDING SOURCE:	**N/A**

DISCUSSION: For California State Preschool Programs (CSPP) classes to provide reimbursable services, they must maintain a California Department of Education (CDE) license or be license exempt. The Early Childhood Education (ECE) department is requesting to apply for license-exempt status for two new preschool classes: Palm Room 81 and Cutler Room 108.

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

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 submission of applications for California Department of Education license exempt classrooms.**

PROPOSED ACTION: **APPROVE**

Item #: 24

California Department of Education
Early Education Division

Application for License Exemption

Instructions

Complete this form if your agency is a local educational agency (LEA) operating a California State Preschool Program (CSPP) requesting to be exempt from licensure pursuant to *Health and Safety Code* (*H&SC*) Section 1596.792(o).

Enter the contractor information in the required fields and review the certification statements below. Include signature and date of the Authorized Agency Representative.

Contractors may not operate as license-exempt until notified by the CDE that this request has been approved.

Contractor Information

Agency Name: Cutler-Orosi Joint Unified School District

Vendor Number: 7186 **Contract Number:** CSPP-5608

Number of Classrooms requesting for License Exemption: 1

Attachments

Attach a document or use page 3 to list the following for each classroom the contractor is requesting to be license exempt: (1) Classroom Name or Number, (2) Facility/Site Name, (3) Facility/Site Address.

For initial exemption requests, submit this form, a copy of the current Facility Inspection Report (FIT), the Office of State Architect Certification, and any required attachments as requested by the CDE to the CSPPExempt inbox at CSPPExempt@cde.ca.gov. For renewal of exemption requests, submit as part of the Continued Funding Application (CFA).

Certification Statements

The purpose of this application is to ensure the California Department of Education and the California Department of Social Services, Community Care Licensing Division that this facility meets the conditions of the Early Education Division for a classroom licensing exemption pursuant to *Health and Safety Code* Section 1596.792(o)(1).

In order to be approved for license exemption, the LEA must certify that it meets all of the following requirements:

1. The agency meets the definition of an LEA as set forth in *Health and Safety Code* Section 1596.792(o)(1). For license exemption purposes, the definition of an LEA is either a school district, county office of education or a charter school.
2. The agency has a contract to provide CSPP services.

3. The agency is performing the CSPP services directly (not through a subcontractor).
4. The agency is performing such services in a school building, as defined by *EC* Section 17283.
5. The school building in which the services are performed is compliant with the provisions of the Field Act.
6. The school building in which services are performed is maintained and in good repair, as defined in *EC* Section 17002(d)(1).
7. The agency complies with the Kindergarten Classroom Requirements, as stipulated in the *California Code of Regulations*, Title 5 (5 *CCR*), commencing with Section 14000.
8. The CSPP classroom(s) requesting to be license exempt only serves age-eligible four-year-old children, as defined in *EC* Section 8205.
9. The CSPP classroom(s) requesting to be license exempt is in compliance with 5 *CCR* sections 17775–17781.
10. The Uniform Complaint Process is posted clearly in the CSPP classroom(s) requesting to be license exempt.

Signature

On behalf of the above-named agency, I certify that the agency meets all of the requirements set forth above as provided for in *Health and Safety Code* Section 1596.792(o)(1) and 5 CCR, Section 17792.

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge.

Authorized Agency Representative Signature: _____

Title: Superintendent **Date:** _____

For CDE Use Only

The following section is for CDE use *only. (License exemption is not approved until reviewed, signed, and dated by CDE representatives below.)*

Consultant Signature: _____

Telephone Number: _____ **Date:** _____

Administrator Signature: _____

Telephone Number: _____ **Date:** _____

For each classroom the contractor is requesting to be license exempt, list the following: (1) Classroom Name or Number, (2) Facility/Site Name, (3) Facility/Site Address. Attach additional pages if necessary.

Request #1
1. Room 81
2. Palm School Elementary
3. 12915 Ave 419, Orosi, CA 93647

Request #2
1. Room 108
2. Cutler Elementary School
3. 40532 Road 128, Cutler, CA 93615

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**ADMINISTRATIVE/ORGANIZATIONAL**
AGENDA ITEM:	**SECOND READ AND ADOPTION OF NEW BOARD POLICY 0441 ARTIFICIAL INTELLIGENCE**
ATTACHMENTS:	**BOARD POLICY 0441 ARTIFICIAL INTELLIGENCE**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for a second reading and adoption is BP 0441 Artificial Intelligence which provides principles for the district regarding the use of artificial intelligence (AI) by students and staff and requires the Superintendent to ensure that the use of AI is consistent with district policy.

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 Second Reading and Adoption of Board Policy 0441 Artificial Intelligence.**

PROPOSED ACTION: **APPROVE**

Item #: 25

Policy 0441: Artificial Intelligence **Status:** DRAFT

Original Adopted Date: Pending

The Governing Board recognizes the transformative potential of artificial intelligence (AI) to increase student access to information, support teacher effectiveness, and facilitate the administration of student assessments, as well as the potential for AI to undermine student achievement, health, and well-being. Therefore, the Board is committed to supporting the use of AI by students and staff in accordance with the following principles:

1. Student-Centered: AI should be used to personalize and enhance the learning experience for each student and to support digital citizenship and literacy

2. Staff-Centered: AI should be used as a tool to augment and support, rather than replace, staff in the performance of their duties and responsibilities

3. Ethical Use and Transparency: AI should be used ethically and transparently by all staff and students, with careful consideration of potential biases, and in compliance with all applicable intellectual property and copyright laws

4. Accountability and Responsibility: AI should be used in a manner that ensures accountability by those who use it and that those who use it are responsible for such use, including when and how it is used

5. Equity and Access: AI should be implemented in a manner that ensures equitable access and opportunity for all students, regardless of background or ability, and for all schools across the district

6. Secure and Private: The district should prioritize security and privacy when changing existing practices or adopting new practices regarding AI

7. Professional Development: The district should provide ongoing professional development for staff in all aspects of AI, with a particular focus on the ethical and responsible use of AI

8. Community Engagement: The district should engage with the community to share these principles, to educate the community on AI, and to discuss the permitted and prohibited uses of AI in the district

9. Continuous Improvement: The district should regularly evaluate the use of AI by students and staff, and adapt its policies, procedures, and professional development to align with best practices and evolving technologies

The Superintendent shall ensure that the use of AI in the district is consistent with this policy, Board Policy 0440 - District Technology Plan, Board Policy/Exhibit (1) 4040 - Employee Use of Technology, Board Policy 5131.9 - Academic Honesty, Board Policy 6154 - Homework/Makeup Work, Board Policy 6162.5 - Student Assessment, and Board Policy/Exhibit (1) 6163.4 - Student Use of Technology.

Artificial intelligence means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer, from the input it receives, how to generate outputs that can influence physical or virtual environments. (Education Code 33328.5)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**ADMINISTRATIVE/ORGANIZATIONAL**
AGENDA ITEM:	**SECOND READ AND ADOPTION OF NEW BOARD POLICY 0441 ARTIFICIAL INTELLIGENCE**
ATTACHMENTS:	**BOARD POLICY 0441 ARTIFICIAL INTELLIGENCE**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for a second reading and adoption is BP 0441 Artificial Intelligence which provides principles for the district regarding the use of artificial intelligence (AI) by students and staff and requires the Superintendent to ensure that the use of AI is consistent with district policy.

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 Second Reading and Adoption of Board Policy 0441 Artificial Intelligence.**

PROPOSED ACTION: **APPROVE**

Item #: 26

Policy 0441: Artificial Intelligence **Status:** DRAFT

Original Adopted Date: Pending

The Governing Board recognizes the transformative potential of artificial intelligence (AI) to increase student access to information, support teacher effectiveness, and facilitate the administration of student assessments, as well as the potential for AI to undermine student achievement, health, and well-being. Therefore, the Board is committed to supporting the use of AI by students and staff in accordance with the following principles:

1. Student-Centered: AI should be used to personalize and enhance the learning experience for each student and to support digital citizenship and literacy

2. Staff-Centered: AI should be used as a tool to augment and support, rather than replace, staff in the performance of their duties and responsibilities

3. Ethical Use and Transparency: AI should be used ethically and transparently by all staff and students, with careful consideration of potential biases, and in compliance with all applicable intellectual property and copyright laws

4. Accountability and Responsibility: AI should be used in a manner that ensures accountability by those who use it and that those who use it are responsible for such use, including when and how it is used

5. Equity and Access: AI should be implemented in a manner that ensures equitable access and opportunity for all students, regardless of background or ability, and for all schools across the district

6. Secure and Private: The district should prioritize security and privacy when changing existing practices or adopting new practices regarding AI

7. Professional Development: The district should provide ongoing professional development for staff in all aspects of AI, with a particular focus on the ethical and responsible use of AI

8. Community Engagement: The district should engage with the community to share these principles, to educate the community on AI, and to discuss the permitted and prohibited uses of AI in the district

9. Continuous Improvement: The district should regularly evaluate the use of AI by students and staff, and adapt its policies, procedures, and professional development to align with best practices and evolving technologies

The Superintendent shall ensure that the use of AI in the district is consistent with this policy, Board Policy 0440 - District Technology Plan, Board Policy/Exhibit (1) 4040 - Employee Use of Technology, Board Policy 5131.9 - Academic Honesty, Board Policy 6154 - Homework/Makeup Work, Board Policy 6162.5 - Student Assessment, and Board Policy/Exhibit (1) 6163.4 - Student Use of Technology.

Artificial intelligence means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer, from the input it receives, how to generate outputs that can influence physical or virtual environments. (Education Code 33328.5)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION:	**ADMINISTRATIVE/ORGANIZATIONAL**
AGENDA ITEM:	**SECOND READ AND ADOPTION OF NEW BOARD POLICY 6142.94 HISTORY-SOCIAL SCIENCE INSTRUCTION**
ATTACHMENTS:	**BP 6142.94 HISTORY-SOCIAL SCIENCE INSTRUCTION**
FUNDING SOURCE:	**N/A**

DISCUSSION: Policy adopted to expand the philosophical statement to specify the Governing Board's belief that history-social science instruction includes a foundation for the appreciation of different ethnicities, the wise use of natural resources, and the responsible management of personal finance. Additionally, policy specifies that districts with high schools are required to annually observe, during the week that includes April 28, "Workplace Readiness Week" by providing information to students on their rights as workers, and that for students in grades 11 and 12, the "Workplace Readiness Week" observances are required to be integrated into the regular school program, consistent with the history-social science framework.

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 Second Reading and Adoption of Board Policy 6142.94.**

PROPOSED ACTION: **APPROVE**

Item #: 27

Policy 6142.94: History-Social Science Instruction **Status:** DRAFT

Original Adopted Date: Pending

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future, as well as to establish a foundation for the appreciation of different ethnicities, the wise use of natural resources, and the responsible management of personal finance. The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level.

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. Additionally, teachers are encouraged to supplement the curriculum, in accordance with Board Policy 6161.11 - Supplementary Instructional Materials, by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union. (Education Code 51221.3, 51221.4)

District high schools shall annually observe, during the week that includes April 28, "Workplace Readiness Week" by providing information to students on their rights as workers, including topics specified in Education Code 49110.5. For students in grades 11 and 12, the "Workplace Readiness Week" observances shall be integrated into the regular school program, consistent with the history-social science framework. (Education Code 49110.5)

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **PUBLIC HEARING FOR DEVELOPER FEE INCREASE**

ATTACHMENTS: **2026 DEVELOPER FEE JUSTIFICATION STUDY**

FUNDING SOURCE: **N/A**

DISCUSSION:

This public hearing pertains to the proposed increase in developer fees by the Cutler-Orosi Joint Unified School District. A notice for the justification study was prepared and sent to the Tulare County Planning Commission and the Fresno County Planning Commission. Additionally, notices were sent to the Tulare/Kings Counties Home Builders Association and the Fresno/Madera Counties Home Builders Association. Notice of the public hearing was published in the Visalia Times Delta on February 24, 2026 and March 1, 2026, for anyone who requested a copy of the study and/or wished to attend the Board meeting to comment.

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

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 hold a public hearing and take any comments for the developer fee increase.**

PROPOSED ACTION: **APPROVE**

Item #: 28

FEBRUARY 2026

2026 DEVELOPER FEE JUSTIFICATION STUDY FOR CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

YOLANDA VALDEZ,
SUPERINTENDENT

PREPARED BY

SCHOOLWORKS, INC.
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- **Census Data**
- **Use of Developer Fees**
- **Site Development Costs**
- **Index Adjustment on the Assessment for Development – State Allocation Board Meeting of January 28, 2026**
- **Annual Adjustment to School Facility Program Grants**

Executive Summary

This Developer Fee Justification Study demonstrates that the Cutler-Orosi Joint Unified School District requires the full statutory impact fee to accommodate impacts from development activity.

A fee of $5.17 per square foot for residential construction and a fee of $0.84 per square foot for commercial/industrial construction is currently assessed on applicable permits pulled in the District. The new fee amounts are **$5.38** per square foot for residential construction and **$0.87*** per square foot for commercial/industrial construction. This proposed increase represents $0.21 per square foot and $0.03 per square foot for residential and commercial/industrial construction, respectively.

The following table shows the impact of the new fee amounts:

Table 1

Cutler-Orosi Joint Unified SD
Developer Fee Collection Rates

Totals	Previous	New	Change
Residential	$5.17	$5.38	$0.21
Commercial/Ind.	$0.84	$0.87	$0.03

*except for Rental Self Storage facilities in which a fee of $0.08 per square foot is justified.

The total projected number of housing units to be built over the next five years is 40. The average area per unit is 1,344 square feet. This Study demonstrates a need of $7.90 per square foot for residential construction.

Background

Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities to accommodate students generated from new development projects. Fees are collected immediately prior to the time of the issuance of a building permit by the City or the County.

As new developments generate students, additional school facilities or modernization of existing facilities will be needed to house the new students. Because of the high cost associated with constructing school facilities and the District's limited budget, outside funding sources are required for future school construction. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

The authority cited in Education Code Section 17620 states in part "... the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities." The legislation originally established the maximum fee rates at $1.50 per square foot for residential construction and $0.25 per square foot for commercial/industrial construction. Government Code Section 65995 provides for an inflationary increase in the fees every two years based on the changes in the Class B construction index. As a result of these adjustments, the fees authorized by Education Code 17620 are currently **$5.38** per square foot of residential construction and **$0.87** per square foot of commercial or industrial construction.

Purpose and Intent

Prior to levying developer fees, a district must demonstrate and document that a reasonable relationship exists between the need for new or reconstructed school facilities and residential, commercial and industrial development. The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.

Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.

Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The purpose of this Study is to document if a reasonable relationship exists between residential, commercial and industrial development and the need for new and/or modernized facilities in the Cutler-Orosi Joint Unified School District.

Following in this Study will be figures indicating the current enrollment and the projected development occurring within the attendance boundaries of the Cutler-Orosi Joint Unified School District. The students generated will then be loaded into existing facilities to the extent of available space. Thereafter, the facilities needed will be determined and an estimated cost will be assigned. The cost of the facilities will then be compared to the area of residential, commercial and industrial development to determine the amount of developer fees justified.

Enrollment and Impacts

In 2025/2026 the District's total enrollment (CBEDS) was 3,791 students. The enrollment by grade level is shown here in Table 2.

Table 2

Cutler-Orosi Joint Unified SD
CURRENT ENROLLMENT

Grade	2025/2026
TK/K	427
1	226
2	268
3	270
4	278
5	275
6	280
TK-6 Total	2,024
7	283
8	280
7-8 Total	563
9	291
10	307
11	313
12	293
9-12 Total	1,204
TK-12 Total	3,791

This data will be the basis for the enrollment impacts which will be presented later after a review of the development projections and the student generation factors.

Student Generation Factor

In determining the impact of new development, the District is required to show how many students will be generated from the new developments. To ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation factor is applied to the number of new housing units to determine development-related impacts.

The student generation factor identifies the number of students per housing unit and provides a link between residential construction projects and projections of enrollment. The State-wide factor used by the Office of Public School Construction is 0.70 for grades TK-12. For the purposes of this Study we will use the local factors to determine the students generated from new housing developments. This was done by comparing the number of housing units in the school district as of the 2020 census to the number of students currently enrolled in the school district. Table 3 shows the student generation factors for the various grade groupings.

Table 3
Cutler-Orosi Joint Unified SD
STUDENT GENERATION FACTORS

Grades	Students per Household
TK-6	0.44211
7-8	0.12298
9-12	0.263
Total	**0.82809**

When using the Census data to determine the average district student yield rate, it is not possible to determine which students were living in multi-family units versus single family units. Therefore, only the total average yield rate is shown. The Census data does indicate that **82.2%** of the total housing units within the district boundaries are single family units. It is reasonable to assume that the construction of new housing units would be similar to the current housing stock, which was confirmed by the various planning departments within the school district boundaries, and therefore the overall student generation rate will be used to determine student yields from the projected developments.

New Residential Development Impacts

The Cutler-Orosi Joint Unified School District has experienced an average new residential construction rate of approximately 20 units per year over the past four years. This was determined by reviewing the residential permits pulled and school development impact fees paid to the District. After contacting each of the planning departments within the school district boundaries, it was determined that the residential construction rate over the next five years will average eight units per year. Projecting the average rate forward, we would expect that 40 units of residential housing will be built within the District boundaries over the next five years.

To determine the impact of residential development, a student projection is done. Applying the student generation factor of 0.8281 to the projected 40 units of residential housing, we expect that 34 students will be generated from the new residential construction over the next five years. This includes 18 elementary school students, five middle school students, and 11 high school students.

The following table shows the projected impact of new development. The students generated by development will be utilized to determine the facility cost impacts to the school district.

Table 4

Cutler-Orosi Joint Unified SD
DEVELOPMENT IMPACT ANALYSIS

Grades	Generation Rate	Students Generated
TK to 6	0.4421	18
7 to 8	0.1230	5
9 to 12	0.2630	11
Totals	**0.8281**	**34**

Existing Facility Capacity

To determine the need for additional school facilities, the capacity of the existing facilities must be identified and compared to current and anticipated enrollments. The District's existing building capacity will be calculated using the State classroom loading standards shown in Table 6. The following types of "support-spaces" necessary for the conduct of the District's comprehensive educational program, are not included as "teaching stations," commonly known as "classrooms" to the public:

Table 5
List of Core and Support Facilities

Library	Resource Specialist
Multipurpose Room	Gymnasium
Office Area	Lunch Room
Staff Workroom	P.E. Facilities

Because the District requires these types of support facilities as part of its existing facility and curriculum standards at its schools, new development's impact must not materially or adversely affect the continuance of these standards. Therefore, new development cannot require that the District house students in these integral support spaces.

Classroom Loading Standards

The following maximum classroom loading-factors are used to determine teaching-station "capacity," in accordance with the State legislation and the State School Building Program. These capacity calculations are also used in preparing and filing the baseline school capacity statement with the Office of Public School Construction.

Table 6
State Classroom Loading Standards

TK/Kindergarten	25 Students/Classroom
1st-3rd Grades	25 Students/Classroom
4th-6th Grades	25 Students/Classroom
7th-8th Grades	27 Students/Classroom
9th-12th Grades	27 Students/Classroom
Non-Severe Special Ed	13 Students/Classroom

Existing Facility Capacity

The State determines the baseline capacity by either loading all permanent teaching stations plus a maximum number of portables equal to 25% of the number of permanent classrooms or by loading all permanent classrooms and only portables that are owned or have been leased for over 5 years. As allowed by law and required by the State, facility capacities are calculated by identifying the number of teaching stations at each campus. All qualified teaching stations were included in the calculation of the capacities at the time the initial inventory was calculated. To account for activity and changes since the baseline was established in 1998/99, the student grants (which represent the seats added either by new schools or additions to existing schools) for new construction projects funded by OPSC have been added. Using these guidelines the District's current State calculated capacity is shown in Table 7.

Table 7

Cutler-Orosi Joint Unified SD
Summary of Existing Facility Capacity

School Facility	Permanent Classrooms	Portable Classrooms	Chargeable Portables	Total Chargeable Classrooms	State Loading Factor	State Funded Projects	Total State Capacity
Grades TK-6	59	60	14	73	25	430	2,255
Grades 7-8	6	23	5	11	27	314	611
Grades 9-12	26	20	4	30	27	621	1,431
Special Ed	0	0	0	0	13	12	12
Totals	91	103	23	114		1,377	4,309

OPSC Funded Projects

Name	Project #	TK-6 Grants	7-8 Grants	9-12 Grants	Special Ed	CR
El Monte Jr High	1	200	263	0	0	8
Orosi High	2	0	0	405	0	15
Palm Elem	3	100	0	0	0	4
Cutler Elem	4	75	0	0	0	4
El Monte Jr High	5	55	51	0	12	6
Orosi High	6	0	0	216	0	8
	Totals	430	314	621	12	45

This table shows a basic summary of the form and procedures used by OPSC (Office of Public School Construction) to determine the capacity of a school district. There was a total of 91 permanent classrooms in the District when the baseline was established. In addition, there were 103 portable classrooms. However, OPSC regulations state that if the number of portables exceeds 25% of the

permanent classrooms, then the maximum number of portables to be counted in the baseline capacity is 25% of the permanent classrooms. Therefore, the chart shows the chargeable portables as 23, which is 25% of the permanent classroom count. This results in a total classroom count of 114 and is referred to as the chargeable classrooms since it accounts for the fact that some of the portables were not included in the total. This is done to account for the fact that portables are typically considered to be temporary, especially when the total number exceeds 25% of the permanent classrooms.

To determine the total capacity based on State standards, the chargeable classrooms are multiplied by the State loading standards and then the capacity of the projects completed since 1998/99 (when the baseline was established) are added based on the State funded new construction projects. As Table 7 shows, the total State capacity of the District facilities is 4,309 students.

Students in Excess of Capacity by State Housing Standards

This next table compares the facility capacity with the space needed to determine if there is available space for new students from the projected developments. The space needed was determined by reviewing the historic enrollments over the past four years along with the projected enrollment in five years to determine the number of seats needed to house the students within the existing homes. The seats needed were determined individually for each grade grouping. The projected enrollment in the space needed analysis did not include the impact of any new housing units.

Table 8
Cutler-Orosi Joint Unified SD
Summary of Available District Capacity

School Facility	State Capacity	Space Needed	Available Capacity
Grades TK-6	2,255	2,018	237
Grades 7-8	611	561	50
Grades 9-12	1,431	1,201	230
Special Ed	12	11	1
Totals	4,309	3,791	518

The District capacity of 4,309 is more than the space needed of 3,791, assuming the existing facilities remain in sufficient condition to maintain existing levels of service. The difference is 518 students.

Calculation of Development's Fiscal Impact on Schools

This section of the Study will demonstrate that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Cutler-Orosi Joint Unified School District. To the extent this relationship exists, the District is justified in levying developer fees as authorized by Education Code Section 17620.

Reconstruction/Modernization Costs

In addition to any new facilities needed, there is also a need to reconstruct or modernize existing facilities to maintain the existing levels of service as students from new development continue to arrive in the District's facilities. To generate capacity, it may also be necessary to reopen closed school facilities. Such reopening often requires reconstruction to provide the District's existing level of service. For purposes of this report, the analysis of modernization/reconstruction includes the possible reopening and refurbishing of any closed or unused school facilities.

California has made a significant investment in school facilities through grants provided to help extend the useful life of public schools. The State's largest funding source for public school modernization projects, the School Facilities Program (SFP), requires a minimum local funding contribution of 40% of SFP-eligible costs. The State may provide up to 60% of the eligible costs at those times that State funding is available. However, SFP modernization grants frequently, if not usually, fall short of providing 60% of the actual costs for major modernizations. In the best cases, developer fees can help meet the District's required 40% local share. In many cases, developer fees may be necessary to supplement both the State's and the school district's contribution to a project.

Buildings generate eligibility for State reconstruction/modernization funding once they reach an age of 25 years old for permanent buildings and 20 years old for portables.

The usable life of school facilities is an important consideration in determining district facility needs into the future. The specific time when the projected residential developments will be built cannot be precisely predicted. Some new homes may be immediately occupied by families with school-aged children, while others may be immediately occupied who will have school-aged children in five to ten years. As a result of these variables, for each new home, the District must be prepared to house the students residing there for an extended period of time. Students generated by the next five years of development will need to be accommodated in District schools for a significant amount of time that

could exceed twenty years. Thus, the District will need to ensure that it has facilities in place for future decades.

As evidenced by the State Building program's use of the criteria that buildings older than twenty-five years (and portables older than twenty years) are eligible for modernization funds, school buildings require reconstruction/modernization to remain in use for students beyond the initial twenty to twenty-five years of life of those buildings. To the extent that the District has buildings older than twenty to twenty-five years old, the point will be reached without reconstruction/modernization that those buildings will no longer be able to provide the existing level of service to students, and may, in some circumstances, need to be closed entirely for health and safety reasons. However, because of the new development, reconstruction/modernization must occur to have available school housing for the students generated from development.

The following table shows the District's eligibility for modernization/reconstruction funding in the State Building Program.

Table 9

Modernization Project Needs

	Eligible Modernization Grants				State	District	Project
School	Elem	Middle	High	Spec Ed	Funding	Share	Total
Orosi High	0	0	576	0	$5,250,580	$3,500,386	$8,750,966
El Monte Middle	0	557	0	0	$3,904,147	$2,602,764	$6,506,911
Culter Elem	41	0	0	0	$302,963	$201,976	$504,939
Palm Elem	355	0	0	0	$2,357,012	$1,571,341	$3,928,353
TOTALS	**396**	**557**	**576**	**0**	**$11,814,702**	**$7,876,467**	**$19,691,169**

Table 10

New Development Share of Modernization Costs

	Eligible Modernization	New Development Impacts		
Grade	Grants	Students	$/Student	Amount
TK-6	396	18	$11,066	$199,188
7-8	557	5	$11,682	$58,410
9-12	576	11	$15,193	$167,123
Totals	1,529	34		$424,721

Includes students from new developments not housed in new facilities.
Amounts based on State OPSC allowances for modernization projects.

This data is used to show that there are significant needs within the school District to invest in its existing facilities. Without modernizing its schools, the District could be forced to begin closing some of its buildings and schools.

To accurately account for the portion of the modernization projects attributed to the impact of new developments, only the students from new developments that were not already housed in new facilities are included in the net needs for modernization projects. As can be seen in the charts, the net modernization needs due to new development impacts are much less than the total District modernization needs.

Impact of New Residential Development

This next table compares the development-related enrollment to the available district capacity for each grade level and then multiplies the unhoused students by the new school construction costs to determine the total school facility costs related to the impact of new residential housing developments.

The modernization needs are included for the students not housed in new facilities, but who would be housed in existing facilities that are eligible for and need to be modernized to provide adequate housing and to maintain the existing level of service for the students generated by development.

Table 11

Cutler-Orosi Joint Unified SD
Summary of Residential Impact

School Facility	Students Generated	Available Space	Net Unhoused	Construction Cost Per Student	Total Facility Costs
Elementary	18	237	0	$33,410	$0
Middle	5	50	0	$35,424	$0
High & Cont.	11	230	0	$44,940	$0
Site Purchase: 0.0 acres					$0
Site Development:					$0
		New Construction needs due to development:			**$0**
		Modernization needs due to development:			**$424,721**
			TOTAL DEVELOPMENT IMPACT:		**$424,721**
			Average cost per student:		**$12,492**
			Total Residential Sq Ft:		**53,760**
			Residential Fee Justified:		**$7.90**

The total need for school facilities based solely on the impact of the 40 new housing units projected over the next five years totals $424,721. To determine the impact per square foot of residential development, this amount is divided by the total square feet of the projected developments. As calculated from the historic Developer Fee Permits, the average size home built has averaged 1,344 square feet. The total area for 40 new homes would therefore be 53,760 square feet. The total residential fee needed to be able to collect $424,721 would be **$7.90** per square foot.

Impact of Other Residential Development

In addition to new residential development projects that typically include new single-family homes and new multi-family units, the District can also be impacted by additional types of new development projects. These include but are not limited to redevelopment projects, additions to existing housing units including ADU's (accessory dwelling unit), and replacement of existing housing units with new housing units.

These development projects are still residential projects and therefore it is reasonable to assume they would have the same monetary impacts per square foot as the new residential development projects. However, only the impact is considered of the net increase in area for the residential projects. Therefore, the development impact fees should only be charged for other residential developments if the new building(s) exceed the square footage area of the previous building(s). If the new building is larger than the existing building, then it is reasonable to assume that additional students could be generated by the project. The project would only pay for the development impact fees for the net increase in assessable space generated by the development project. Education Code allows for an exemption from development impacts fees for any additions to existing residential structures that are 500 square feet or less.

Impact of Commercial/Industrial Development

There is a correlation between the growth of commercial/industrial firms/facilities within a community and the generation of school students within most business service areas. Fees for commercial/ industrial can only be imposed if the residential fees will not fully mitigate the cost of providing school facilities to students from new development.

The approach utilized in this section is to apply statutory standards, U.S. Census employment statistics, and local statistics to determine the impact of future commercial/industrial development projects on the District. Many of the factors used in this analysis were taken from the U.S. Census, which remains the most complete and authoritative source of information on the community in addition to the "1990 SanDAG Traffic Generators Report".

Employees per Square Foot of Commercial Development

Results from a survey published by the San Diego Association of Governments "1990 San DAG Traffic Generators" are used to establish numbers of employees per square foot of building area to be anticipated in new commercial or industrial development projects. The average number of workers per 1,000 square feet of area ranges from 0.06 for Rental Self Storage to 4.79 for Standard Commercial Offices. The generation factors from that report are shown in the following table.

Table 12

Commercial/Industrial Category	Average Square Foot Per Employee	Employees Per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report

Students per Employee

The number of students per employee is determined by using the S0802: Means of Transportation to Work by Selected Characteristics 2018-2022 American Community Survey 5-Year Estimates and DP1: Profile of General Population and Housing Characteristics 2020: DEC Demographic Profile for the District. There were 6,400 employees and 4,578 homes in the District. This represents a ratio of 1.3980 employees per home.

There were 4,123 school age children attending the District in 2019. This is a ratio of 0.6442 students per employee. This ratio, however, must be reduced by including only the percentage of employees that worked in their community of residence (33.4%), because only those employees living in the District will impact the District's school facilities with their children. The net ratio of students per employee in the District is 0.2152.

School Facilities Cost per Student

Facility costs for housing commercially generated students are the same as those used for residential construction. The cost factors used to assess the impact from commercial development projects are contained in Table 11.

Residential Offset

When additional employees are generated in the District as a result of new commercial/industrial development, fees will also be charged on the residential units necessary to provide housing for the

employees living in the District. To prevent a commercial or industrial development from paying for the portion of the impact that will be covered by the residential fee, this amount has been calculated and deducted from each category. The residential offset amount is calculated by multiplying the following factors together and dividing by 1,000 (to convert from cost per 1,000 square feet to cost per square foot).

- Employees per 1,000 square feet (varies from a low of 0.06 for rental self storage to a high of 4.79 for office building).
- Percentage of employees that worked in their community of residence (33.4 percent).
- Housing units per employee (0.7153). This was derived from the 2018-2022 ACS 5 Year Estimates and DP1 data for the District, which indicates there were 4,578 housing units and 6,400 employees.
- Percentage of employees that will occupy new housing units (75 percent).
- Average square feet per dwelling unit (1,344).
- Residential fee charged by the District ($5.38 per square foot).
- Average cost per student was determined in Table 11.

The following table shows the calculation of the school facility costs generated by a square foot of new commercial/industrial development for each category of development.

Table 13

Cutler-Orosi Joint Unified SD
Summary of Commercial and Industrial Uses

Type	Employees per 1,000 Sq. Ft.	Students per Employee	Students per 1,000 Sq. Ft.	Average Cost per Student	Cost per Sq. Ft.	Residential offset per Sq. Ft.	Net Cost per Sq. Ft.
Banks	2.83	0.2152	0.609	$12,492	$7.61	$3.67	$3.94
Community Shopping Centers	1.53	0.2152	0.329	$12,492	$4.11	$1.98	$2.13
Neighborhood Shopping Centers	2.71	0.2152	0.583	$12,492	$7.28	$3.51	$3.77
Industrial Business Parks	3.52	0.2152	0.757	$12,492	$9.46	$4.56	$4.90
Industrial Parks	1.35	0.2152	0.290	$12,492	$3.63	$1.75	$1.88
Rental Self Storage	0.06	0.2152	0.013	$12,492	$0.16	$0.08	$0.08
Scientific Research & Development	3.04	0.2152	0.654	$12,492	$8.17	$3.94	$4.23
Lodging	1.13	0.2152	0.243	$12,492	$3.04	$1.46	$1.58
Standard Commercial Office	4.79	0.2152	1.031	$12,492	$12.87	$6.21	$6.66
Large High Rise Commercial Office	4.31	0.2152	0.927	$12,492	$11.58	$5.58	$6.00
Corporate Offices	2.69	0.2152	0.579	$12,492	$7.23	$3.49	$3.74
Medical Offices	4.27	0.2152	0.919	$12,492	$11.48	$5.53	$5.95

*Based on 1990 SanDAG Traffic Generator Report

Net Cost per Square Foot

Since the State Maximum Fee is now $0.87 for commercial/industrial construction, the District is justified in collecting the maximum fee for all categories except for Rental Self Storage. The District can justify the collection of $0.08 per square foot of Rental Self Storage construction.

Verifying the Sufficiency of the Development Impact

Education Code Section 17620 requires districts to find that fee revenues will not exceed the cost of providing school facilities to the students generated by the development paying the fees. This section shows that the fee revenues do not exceed the impact of the new development.

The total need for school facilities resulting from new development totals $424,721. The amount the District would collect over the five-year period at the maximum rate of $5.38 for residential and $0.87 for commercial/industrial development would be as follows:

$5.38 x 40 homes x 1,344 sq ft per home = $289,229 for Residential

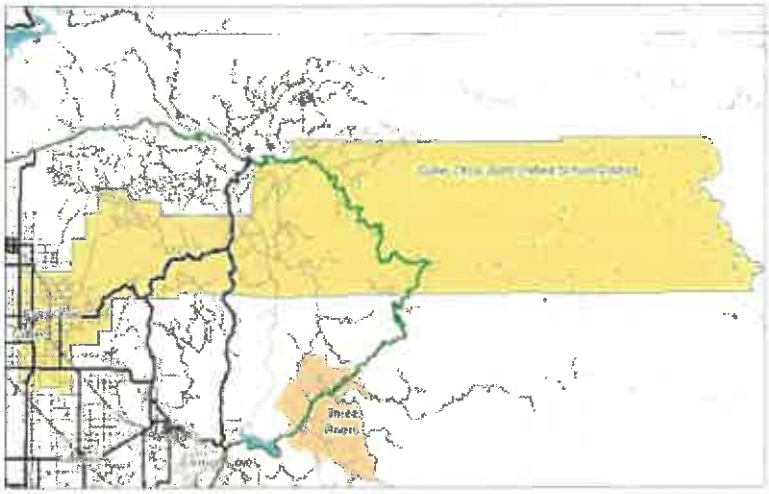
$0.87 x 1,638 sq ft per year x 5 years = $7,125 for Commercial/Industrial

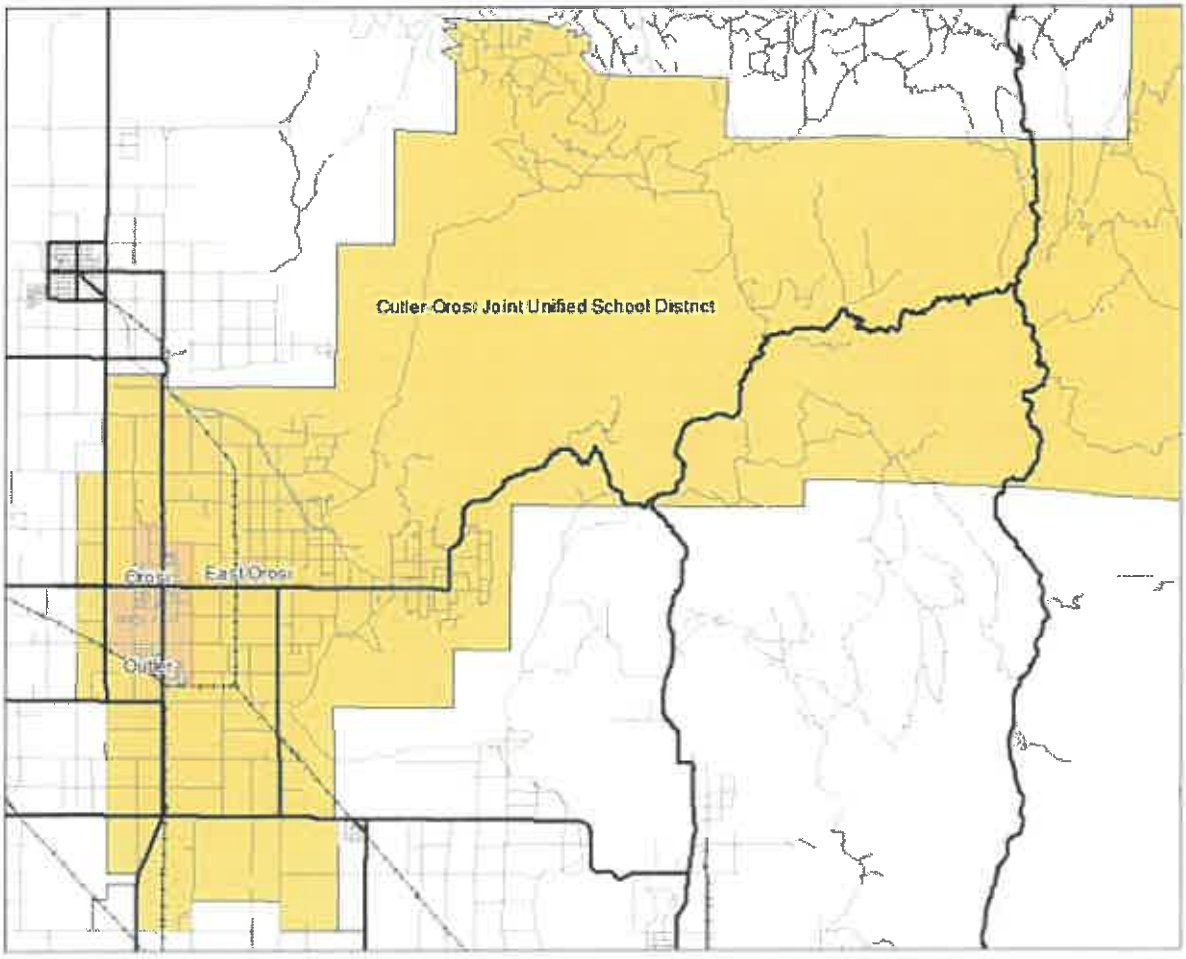
Total projected 5 year income: $296,354

The estimated income is less than the projected facility needs due to the impact of new development projects.

District Map

The following map shows the extent of the areas for which development fees are applicable to the Cutler-Orosi Joint Unified School District.





Conclusion

Based on the data contained in this Study, it is found that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Cutler Orosi Joint Unified School District. The following three nexus tests required to show justification for levying fees have been met:

Burden Nexus: New residential development will generate an average of 0.82809 TK-12 grade students per unit. Because the District does not have adequate facilities for all the students generated by new developments, the District will need to build additional facilities and/or modernize/reconstruct the existing facilities to maintain existing level of services in which the new students will be housed.

Cost Nexus: The cost to provide new and reconstructed facilities is an average of $7.90 per square foot of residential development. Each square foot of residential development will generate $5.38 in developer fees resulting in a shortfall of $2.52 per square foot.

Benefit Nexus: The developer fees to be collected by the Cutler-Orosi Joint Unified School District will be used for the provision of additional and reconstructed or modernized school facilities. This will benefit the students to be generated by new development by providing them with adequate educational school facilities.

The District's planned use of the fees received from development impacts will include the following types of projects, each of which will benefit students from new developments.

1) New Schools: When there is enough development activity occurring in a single area, the District will build a new school to house the students from new developments.

2) Additions to Existing Schools: When infill development occurs, the District will accommodate students at existing schools by building needed classrooms and/or support facilities such as cafeterias, restrooms, gyms and libraries as needed to increase the school capacity. Schools may also need upgrades of the technology and tele-communication

systems to be able to increase their capacity.

3) Portable Replacement Projects: Some of the District's capacity is in portables and therefore may not be included in the State's capacity calculations. These portables can be replaced with new permanent or modular classrooms to provide adequate space for students from new developments. These projects result in an increase to the facility capacity according to State standards. In addition, old portables that have reached the end of their life expectancy, will need to be replaced to maintain the existing level of service. These types of projects are considered modernization projects in the State Building Program. If development impacts did not exist, the old portables could be removed.

4) Modernization/Upgrade Projects: In many cases, students from new developments are not located in areas where new schools are planned to be built. The District plans to modernize or upgrade older schools to be equivalent to new schools so students will be housed in equitable facilities to those students housed in new schools. These projects may include updates to the building structures to meet current building standards, along with upgrades to the current fire and safety standards and any access compliance standards.

The District plans to use the developer fees to update and modernize school classrooms and facilities.

The reasonable relationship identified by these findings provides the required justification for the Cutler-Orosi Joint Unified School District to levy the maximum fees of **$5.38** per square foot for residential construction and **$0.87** per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of **$0.08** per square foot is justified as authorized by Education Code Section 17620.

Appendices

2026 Developer Fee Justification Study

Cutler-Orosi Joint Unified School District

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS

United States Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Cutler-Orosi Joint Unified School District, California

Label	Count	Percent
SEX AND AGE		
MEDIAN AGE BY SEX		
RACE		
TOTAL RACES TALLIED [1]		
HISPANIC OR LATINO		
HISPANIC OR LATINO BY RACE		
RELATIONSHIP		
HOUSEHOLDS BY TYPE		
HOUSING OCCUPANCY		
Total housing units	4,908	100.0%
Occupied housing units	4,578	93.3%
Vacant housing units	330	6.7%
For rent	60	1.2%
Rented, not occupied	9	0.2%
For sale only	14	0.3%
Sold, not occupied	11	0.2%
For seasonal, recreational, or	108	2.2%
All other vacants	128	2.6%
VACANCY RATES		
Homeowner vacancy rate (percent)	0.6	(X)
Rental vacancy rate (percent) [5]	2.5	(X)
HOUSING TENURE		
Occupied housing units	4,578	100.0%
Owner-occupied housing units	2,281	49.8%
Renter-occupied housing units	2,297	50.2%

Table Notes

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS

Survey/Program: Decennial Census

Year: 2020

Table ID: DP1

Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 20 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage.

To protect respondent confidentiality, data have undergone disclosure avoidance methods which add "statistical noise" - small, random additions or subtractions - to the data so that no one can reliably link the published data to a specific person or household. The Census Bureau encourages data users to aggregate small populations and geographies to improve accuracy and diminish implausible results.

An "(X)" means not applicable.

An "-" means the statistic could not be computed because there were an insufficient number of observations.

[1] The alone or in combination categories are tallies of responses rather than respondents. That is, the alone or in combination categories are not mutually exclusive. Individuals who reported two races were counted in two separate and distinct alone or in combination race categories, while those who reported three races were counted in three categories, and so on. For example, a respondent who indicated "White ***and*** Black or African American" was counted in the White alone or in combination category as well as in the Black or African American alone or in combination category. Consequently, the sum of all alone or in combination categories equals the number of races reported (i.e., responses), which exceeds the total population.

[2] "Child" includes biological, adopted, and stepchildren of the householder.

[3] "Own children" includes biological, adopted, and stepchildren of the householder.

[4] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number o vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[5] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant unit "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and tl multiplying by 100.

Source: U.S. Census Bureau, 2020 Census Demographic Profile

Selected Housing Characteristics

United States® Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Cutler-Orosi Joint Unified School District, California

Label	Estimate	Margin of Error	Percent	Percent Margin of Err
HOUSING OCCUPANCY				
Total housing units	4,950	±469	4,950	(
Occupied housing units	4,702	±493	95.0%	±3
Vacant housing units	248	±144	5.0%	±3
Homeowner vacancy rate	0.0	±1.6	(X)	(
Rental vacancy rate	0.0	±1.8	(X)	(
UNITS IN STRUCTURE				
Total housing units	4,950	±469	4,950	(
1-unit, detached	3,573	±425	72.2%	±!
1-unit, attached	183	±130	3.7%	±2
2 units	145	±164	2.9%	±3
3 or 4 units	312	±198	6.3%	±.
5 to 9 units	178	±114	3.6%	±2
10 to 19 units	46	±64	0.9%	±1
20 or more units	16	±21	0.3%	±0
Mobile home	475	±185	9.6%	±3
Boat, RV, van, etc.	22	±33	0.4%	±0
YEAR STRUCTURE BUILT				
Total housing units	4,950	±469	4,950	(

Table Notes

Selected Housing Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: DP04

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, an towns and estimates of housing units for states and counties.

Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the
Methodology
section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling erro (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Households not paying cash rent are excluded from the calculation of median gross rent.

Telephone service data are not available for certain geographic areas due to problems with data collection of this question that occurred in 2019. Both ACS 1-year and ACS 5-year files were affected may take several years in the ACS 5-year files until the estimates are available for the geographic areas affected.

The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest inter or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

The margin of error could not be computed because there were an insufficient number of sample observations.

***

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

*****

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling erro and the margin of error may be treated as zero.

Means of Transportation to Work by Selected Characteristics

United States Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

	Cutler-Orosi Joint Unified School District, California	
	Total	
Label	**Estimate**	**Margin of Error**
> Workers 16 years and over	6,400	±799
> EARNINGS IN THE PAST 12 MONTHS (IN 2022 INFLATION-ADJUSTED DOLLARS) FOR WORKERS		
> POVERTY STATUS IN THE PAST 12 MONTHS		
> Workers 16 years and over	6,400	±799
v Workers 16 years and over who did not work from home	6,090	±803
> TIME OF DEPARTURE TO GO TO WORK		
v TRAVEL TIME TO WORK		
Less than 10 minutes	9.0%	±3.8
10 to 14 minutes	8.3%	±4.6
15 to 19 minutes	16.1%	±5.1
20 to 24 minutes	14.4%	±4.1
25 to 29 minutes	7.2%	±3.9
30 to 34 minutes	19.3%	±5.9
35 to 44 minutes	4.9%	±4.4
45 to 59 minutes	12.3%	±4.2
60 or more minutes	8.4%	±3.6
Mean travel time to work (minutes)	27.0	±2.1
v Workers 16 years and over in households	6,382	±799

Car, tru

Table Notes

Means of Transportation to Work by Selected Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: S0802

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, an towns and estimates of housing units for states and counties.

Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling erro (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry titles and their 4-digit codes are based on the 2017 North American Industry Classification System. The Industry categories adhere to the guidelines issued in Clarification Memorandum No. "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

Occupation titles and their 4-digit codes are based on the 2018 Standard Occupational Classification.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, dat are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

Several means of transportation to work categories were updated in 2019. For more information, see: Change to Means of Transportation.

In 2019, methodological changes were made to the class of worker question. These changes involved modifications to the question wording, the category wording, and the visual format of the categories on the questionnaire. The format for the class of worker categories are now listed under the headings "Private Sector Employee," "Government Employee," and "Self-Employed or Other." Additionally, the category of Active Duty was added as one of the response categories under the "Government Employee" section for the mail questionnaire. For more detailed information about the

2019 changes, see the 2016 American Community Survey Content Test Report for Class of Worker located at http://www.census.gov/library/working-papers/2017/acs/2017_Martinez_01.html.

The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest inter or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

The margin of error could not be computed because there were an insufficient number of sample observations.

***

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

*****

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling erro and the margin of error may be treated as zero.

SchoolWorks, Inc.
8700 Auburn Folsom Road, #200
Granite Bay, CA 95746
916.733.0402

Use of Developer Fees:

A School District can use the revenue collected on residential and commercial/industrial construction for the purposes listed below:

- Purchase or lease of interim school facilities to house students generated by new development pending the construction of permanent facilities.
- Purchase or lease of land for school facilities for such students.
- Acquisition of school facilities for such students, including:
  - Construction
  - Modernization/reconstruction
  - Architectural and engineering costs
  - Permits and plan checking
  - Testing and inspection
  - Furniture, Equipment and Technology for use in school facilities
- Legal and other administrative costs related to the provision of such new facilities
- Administration of the collection of, and justification for, such fees, and
- Any other purpose arising from the process of providing facilities for students generated by new development.

Following is an excerpt from the Education Code that states the valid uses of the Level 1 developer fees. It refers to construction and reconstruction. The term reconstruction was originally used in the Leroy Greene program. The term modernization is currently used in the 1998 State Building Program and represents the same scope of work used in the original reconstruction projects.

Ed Code Section 17620. (a) (1) The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code. This fee, charge, dedication, or other requirement may be applied to construction only as follows: …

The limitations referred to in this text describe the maximum amounts that can be charged for residential and commercial/industrial projects and any projects that qualify for exemptions. They do not limit the use of the funds received.

SchoolWorks, Inc.
8700 Auburn Folsom Road, Suite 200
Granite Bay, CA 95746
916.733.0402

Determination of Average State allowed amounts for Site Development Costs

Elementary Schools

District	Project #	Acres	Original OPSC Site Development	Inflation Factor	2009 Adjusted Site Development	Project Year	2009 Cost/Acre	
Davis Jt Unified	3	9.05	$532,282	38.4%	$1,473,469	2004	$162,814	
Dry Creek Jt Elem	2	8.5	$516,347	46.2%	$1,509,322	2002	$177,567	
Dry Creek Jt Elem	5	11.06	$993,868	20.1%	$2,387,568	2006	$215,874	
Elk Grove Unified	5	12.17	$556,011	48.2%	$1,648,316	2001	$135,441	
Elk Grove Unified	10	11	$690,120	48.2%	$2,045,888	2001	$185,990	
Elk Grove Unified	11	10	$702,127	48.2%	$2,081,483	2001	$208,148	
Elk Grove Unified	14	10	$732,837	46.2%	$2,142,139	2002	$214,214	
Elk Grove Unified	16	9.86	$570,198	46.2%	$1,666,733	2002	$169,040	
Elk Grove Unified	17	10	$542,662	46.2%	$1,586,243	2002	$158,624	
Elk Grove Unified	20	10	$710,730	43.2%	$2,034,830	2003	$203,483	
Elk Grove Unified	25	10	$645,923	38.4%	$1,788,052	2004	$178,805	
Elk Grove Unified	28	10.03	$856,468	24.4%	$2,130,974	2005	$212,460	
Elk Grove Unified	39	9.91	$1,007,695	20.1%	$2,420,785	2006	$244,277	
Folsom-Cordova Unified	1	9.79	$816,196	20.1%	$1,960,747	2006	$200,281	
Folsom-Cordova Unified	4	7.5	$455,908	46.2%	$1,332,654	2002	$177,687	
Folsom-Cordova Unified	5	8	$544,213	46.2%	$1,590,776	2002	$198,847	
Folsom-Cordova Unified	8	8.97	$928,197	11.2%	$2,063,757	2007	$230,073	
Galt Jt Union Elem	2	10.1	$1,033,044	38.4%	$2,859,685	2004	$283,137	
Lincoln Unified	1	9.39	$433,498	46.2%	$1,267,148	2002	$134,947	
Lodi Unified	3	11.2	$555,999	46.2%	$1,625,228	2002	$145,110	
Lodi Unified	10	11.42	$1,245,492	46.2%	$3,640,669	2002	$318,798	
Lodi Unified	19	9.93	$999,164	11.2%	$2,221,545	2007	$223,721	
Lodi Unified	22	10	$1,416,212	7.7%	$3,051,426	2008	$305,143	
Natomas Unified	6	8.53	$685,284	46.2%	$2,003,138	2002	$234,834	
Natomas Unified	10	9.83	$618,251	43.2%	$1,770,061	2003	$180,067	
Natomas Unified	12	9.61	$735,211	24.4%	$1,829,275	2005	$190,351	
Rocklin Unified	8	10.91	$593,056	46.2%	$1,733,548	2002	$158,895	
Stockton Unified	1	12.66	$1,462,232	7.7%	$3,150,582	2008	$248,861	
Stockton Unified	2	10.5	$781,675	43.2%	$2,237,946	2003	$213,138	
Stockton Unified	6	12.48	$1,136,704	20.1%	$2,730,703	2006	$218,806	
Tracy Jt Unified	4	10	$618,254	46.2%	$1,807,204	2002	$180,720	
Tracy Jt Unified	10	10	$573,006	38.4%	$1,586,202	2004	$158,620	
Washington Unified	1	8	$446,161	46.2%	$1,304,163	2002	$163,020	**2026 Adjusted Value**
Washington Unified	4	10.76	$979,085	7.7%	$2,109,575	2008	$196,057	
Totals		**341.16**			**$68,791,833**	**Average**	**$201,641**	**$353,149**

Middle and High Schools

District	Project #	Acres	Original OPSC Site Development	Inflation Factor	2009 Adjusted Site Development	Project Year	2009 Cost/Acre	
Western Placer Unified	4	19.3	$5,973,312	24.4%	$7,431,085	2005	$385,030	
Roseville City Elem	2	21.6	$1,780,588	48.2%	$2,639,311	2000	$122,190	
Elk Grove Unified	4	66.2	$8,659,494	48.2%	$12,835,704	2000	$193,893	
Elk Grove Unified	13	76.4	$9,791,732	48.2%	$14,513,986	2001	$189,974	
Elk Grove Unified	18	84.3	$13,274,562	43.2%	$19,002,626	2003	$225,417	
Grant Jt Union High	2	24	$2,183,840	48.2%	$3,237,039	2000	$134,877	
Center Unified	1	21.2	$1,944,310	46.2%	$2,841,684	2002	$134,042	
Lodi Unified	2	13.4	$1,076,844	46.2%	$1,573,849	2002	$117,451	
Lodi Unified	6	13.4	$2,002,164	46.2%	$2,926,240	2002	$218,376	
Galt Jt Union Elem	1	24.9	$2,711,360	46.2%	$3,962,757	2002	$159,147	
Tahoe Truckee Unified	2	24	$2,752,632	43.2%	$3,940,412	2003	$164,184	
Davis Unified	5	23.3	$3,814,302	43.2%	$5,460,199	2003	$234,343	
Woodland Unified	3	50.2	$8,664,700	46.2%	$12,663,792	2002	$252,267	
Sacramento City Unified	1	35.2	$4,813,386	46.2%	$7,034,949	2002	$199,856	
Lodi Unified	4	47	$7,652,176	46.2%	$11,183,950	2002	$237,956	
Stockton Unified	3	49.1	$8,959,088	43.2%	$12,824,996	2003	$261,202	
Natomas Unified	11	38.7	$3,017,002	38.4%	$4,175,850	2004	$107,903	**2026 Adjusted Value**
Rocklin Unified	11	47.1	$11,101,088	24.4%	$13,810,282	2005	$293,212	
Totals		**679.3**			**$142,058,711**	Average	$209,125	
Middle Schools:		**260.7**			**$49,447,897**	Middle	$189,704	**$332,244**
High Schools:		**418.6**			**$92,610,814**	High	$221,217	**$387,434**

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 28, 2026

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To adopt the biennial index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) in each calendar year. This item requests that the Board make the adjustment based on the change reflected using the RS Means (The Gordian Group, Inc.[1]) index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code..."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee can be assessed if a school district meets requirements to adopt Level I fees and the Board is no longer approving apportionments for new construction due to a lack of state funds available for this

[1] Effective September 27, 2025, RS Means was transitioned under the company's unified entity, The Gordian Group, Inc.

purpose. Level III fees are intended to provide up to 100 percent of the School Facility Program new construction project cost.

STAFF ANALYSIS/STATEMENTS

A historical comparison of the assessment rates for development fees for 2022 and 2024 are shown below for information. According to the RS Means (The Gordian Group, Inc.), the cost index for Class B construction increased by 4.06 percent during the two-year period from January 2024 to January 2026, requiring the assessment for development fees to be adjusted as follows beginning January 2026:

RS Means (The Gordian Group, Inc.) Index
Maximum Level I Assessment Per Square Foot

	2022	2024	2026
Residential	$4.79	$5.17	$5.38
Commercial/Industrial	$0.78	$0.84	$0.87

RECOMMENDATION

Increase the 2026 maximum Level I assessment for development in the amount of 4.06 percent using the RS Means (The Gordian Group, Inc.) Index to be effective immediately.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 28, 2026

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

PURPOSE OF REPORT

To adopt the annual adjustment to the School Facility Program (SFP) grants based on the change in construction costs pursuant to the Education Code (EC) and SFP Regulations.

DESCRIPTION

This item presents the State Allocation Board (Board) with the annual adjustment to the SFP grants based on the statewide cost index for Class B construction. Each year the Board adjusts the SFP grants to reflect construction cost changes. In January 2016, the Board adopted the RS Means (The Gordian Group, Inc.[1]) index for use in 2016 and future years. This item presents the 2026 annual adjustment to SFP grants based on the RS Means (The Gordian Group, Inc.) index.

AUTHORITY

See Attachment A.

STAFF ANALYSIS/STATEMENTS

At the January 2016 meeting, the Board adopted an increase to the SFP grants using the RS Means (The Gordian Group, Inc.) Construction Cost Index (CCI) as the statewide cost index for Class B construction.

The current rate of change between 2025 and 2026 for the RS Means (The Gordian Group, Inc.) Class B CCI is 3.56 percent. The chart below reflects the amounts previously adopted for 2025 compared to the potential amount for the new construction base grants.

RS Means (Gordian Group, Inc.) 3.56%

Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-25	*Potential Grant Per Pupil Effective 1-1-26*
Elementary	1859.71	$15,847	$16,411
Middle	1859.71	$16,761	$17,358
High	1859.71	$21,327	$22,086
Special Day Class – Severe	1859.71.1	$44,531	$46,116
Special Day Class – Non-Severe	1859.71.1	$29,782	$30,842

[1] Effective September 27, 2025, RS Means was transitioned under the company's unified entity, The Gordian Group, Inc.

STAFF ANALYSIS/STATEMENTS (cont.)

The following chart shows the amounts previously adopted compared to the potential amount for the modernization base grants.

		RS Means (Gordian Group, Inc.) 3.56%	
Grade Level	**Regulation Section**	**Current Adjusted Grant Per Pupil Effective 1-1-25**	*Potential Grant Per Pupil Effective 1-1-26*
Elementary	1859.78	$6,034	$6,249
Middle	1859.78	$6,381	$6,608
High	1859.78	$8,356	$8,653
Special Day Class – Severe	1859.78.3	$19,232	$19,917
Special Day Class – Non-Severe	1859.78.3	$12,867	$13,325

In addition, the CCI adjustment would increase the threshold amount for Government Code Section 66452.6(a)(2) for the period of one year commencing March 1, 2026. The following chart shows the amount previously adopted for 2025 compared to the resulting threshold amount, upon approval of the proposed 2026 CCI adjustment.

	RS Means (Gordian Group, Inc.) 3.56%	
	Effective 3-1-2025	**Potential 3-1-2026**
Resulting Amount	$399,010	$413,215

RECOMMENDATION

Adopt the increase of 3.56 percent for the 2026 SFP grants based on the RS Means (The Gordian Group, Inc.) Construction Cost Index as shown in Attachment B.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-14 FOR DEVELOPER FEE INCREASE**

ATTACHMENTS: **RESOLUTION NO. 2025-2026-14**

FUNDING SOURCE: **N/A**

DISCUSSION:

In January 2026, the State Allocation Board (SAB) approved an adjustment to Level I developer fees based on the change in the RSMeans Construction Cost Index (CCI), which increased by 4.06% since the last adjustment in 2024. As a result, the maximum Level I developer fees authorized by the State increased from $5.17 to $5.38 per square foot for residential construction and from $0.84 to $0.87 per square foot for commercial/industrial construction.

Although the SAB has approved the adjusted rates, Education Code Section 17620 and Government Code Section 65995 require the District to adopt a resolution and maintain a current Developer Fee Justification Study before implementing the increase. The fee increase will become effective sixty (60) days following adoption of this resolution.

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 resolution for the developer fee increase.**

PROPOSED ACTION: **APPROVE**

Item #:

BEFORE THE GOVERNING BOARD OF THE

CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

TULARE COUNTY, CALIFORNIA

In the Matter of THE ADOPTION OF A FEE JUSTIFICATION STUDY AND THE INCREASE IN SCHOOL FACILITIES FEES AND ADOPTION OF CEQA NOTICE OF EXEMPTION	)	Resolution No. 2025-2026-14

WHEREAS, Education Code section 17620 authorizes school districts to levy a fee, charge or dedication against any new construction within its boundaries for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, the governing board ("Board") of the Cutler Orosi Joint Unified School District ("District") has caused a study to be prepared by SchoolWorks entitled 2026 Developer Fee Justification Study (incorporated herein by reference and hereinafter referred to as the "Study"), which identifies the purpose and use for the fee and sets forth a reasonable relationship between the fee to be imposed, the type of development project on which the fee is to be imposed, and the increased school facilities made necessary by virtue of the burden imposed by the development; and

WHEREAS, pursuant to the authority of Government Code section 65995, subdivision (b)(3), the fees authorized by Education Code section 17620 have presently been established by the State Allocation Board ("SAB") in the amount of $5.38 per square foot for residential development and $0.87 per square foot for commercial/industrial development; and

WHEREAS, Education Code section 17621 specifically exempts the adoption, increase, or imposition of any fee, charge, dedication or other requirement pursuant to Education Code section 17620 from the provisions of the California Environmental Quality Act ("CEQA")(Pub. Resources Code Section 21000 et seq.); and

WHEREAS, upon a determination that the imposition of school facilities fees under Education Code section 17620 is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, title 14, section 15062.

NOW, THEREFORE, BE IT RESOLVED, that the Board makes the following findings:

1. Prior to the adoption of this resolution ("Resolution"), the Board of the District conducted a public hearing at which oral and/or written presentations were made as part of the Board's regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered has been published twice in the newspaper in accordance with Government Code sections 66017 and 66018. Additionally, at least 10 days prior to the meeting, the District made all relevant information available to the public indicating the cost, or estimated cost, of the construction or reconstruction of school facilities made necessary by the residential and/or commercial/industrial development to which the fee shall apply.

2. The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential and commercial/industrial development in the District.

3. The fees are to be used to finance the construction and reconstruction of school facilities.

4. There is a reasonable relationship between the need for the imposition of the fee and the types of development projects upon which the fees shall be imposed for the purpose of the construction or reconstruction of school facilities, in that residential, commercial and industrial development will generate students who will attend District schools. These students cannot be housed by the District without additional school facilities, or the reconstruction of existing school facilities. The fees will be used to fund all, or a portion of, new school facilities, or to reconstruct existing school facilities.

5. There is a reasonable relationship between the amount of the fee and the cost of the additional or reconstructed school facilities attributable to the development upon which the fee shall be imposed, in that the square footage of these developments has a direct relationship to the number of students that will be generated, and thus to the facilities the District must add and/or reconstruct in order to accommodate the additional students resulting from new development.

6. The District maintains a separate capital facilities account, or fund, as required by Government Code section 66006.

7. There are no other adequate sources of funds to meet the District's school facilities needs occasioned by, and resulting from, the construction of new residential and/or commercial/industrial development within the District.

AND BE IT FURTHER RESOLVED that the Board incorporates herein by reference, approves and adopts the Study entitled 2026 Developer Fee Justification Study, prepared by SchoolWorks which documents the need for the school facilities fees.

AND BE IT FURTHER RESOLVED that since the Study justifies fees at or in excess of the allowable limits, the District hereby increases fees on residential development to $5.38 per square foot, and fees on commercial/industrial developments to $0.87 per square foot, in accordance with Education Code sections 17620, et seq., and Government Code sections 65995, et seq., except for Rental Self Storage facilities in which a fee of $0.08 per square foot is justified.

AND BE IT FURTHER RESOLVED that the increase in fees shall take effect sixty (60) days after the date of this Resolution.

AND BE IT FURTHER RESOLVED that the Superintendent of the District, or his or her designee, shall give notice of the Board's action herein to all cities and counties with jurisdiction over the territory of the District in accordance with the requirements of Education Code section 17620 and 17621, requesting that no building permits (or, for manufactured homes and mobile homes, certificates of occupancy) be issued on or after the date which is sixty (60) days after the date of this Resolution, without certification from the District that the fee specified herein have been paid. Said notice shall specify that collection of the fees is not subject to the restriction set forth in Government Code section 66007, subdivision (a) but, pursuant to subdivision (b) of that statute, the fees are to be collected prior to issuance of building permits.

AND BE IT FURTHER RESOLVED that developers of commercial or industrial development be provided the opportunity for a hearing to appeal the imposition of the fee on their developments.

AND BE IT FURTHER RESOLVED that nothing contained or expressed in this Resolution shall be construed to affect the District's authority to increase fees, enter into agreements with developers, or otherwise adopt or impose, to the extent permitted by law, additional fees, to fully mitigate the impact of residential and/or commercial/industrial development upon the District's school facilities.

AND BE IT FURTHER RESOLVED that the District's administration is authorized to make expenditures and to incur obligations of the fees for the purposes authorized by law.

AND BE IT FURTHER RESOLVED that the Board hereby finds that the increase in fees hereunder is statutorily exempt from the requirements of CEQA pursuant to Education Code section 17621.

AND BE IT FURTHER RESOLVED that this Board hereby adopts this Resolution and directs the Superintendent, or his or her designee, to file a certified copy of this Resolution, together with all relevant supporting documentation and a map clearly indicating the boundaries of the area subject to the fee, to each city and each county in which the District is situated, pursuant to Education Code section 17621.

This Resolution is adopted this 12th day of March, 2026 by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

_____
Delia Martinez
Clerk of the Governing Board

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-15 FOR AUTHORIZATION TO SUBMIT CTE FACILITIES PROGRAM APPLICATIONS**

ATTACHMENTS: **RESOLUTION NO. 2025-2026-15**

FUNDING SOURCE: **CTEFP GRANTS**

DISCUSSION:
The District seeks Board approval to submit applications to the State Allocation Board for Career Technical Education Facilities Program (CTEFP) funding for four Orosi High School programs:

- Engineering & Architecture (ET) – 121.5 points
- Agriculture & Natural Resources – 130 points
- Engineering & Architecture (ED) – 133 points
- Health Science & Medical Technology – 144 points

Each program exceeded the 105-point eligibility requirement

Approval of this resolution authorizes the District to submit applications, commit to the required local match, develop plans within 12 months, and comply with Five-Year Facilities Master Plan requirements

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 adopt Resolution No. 2025-2026-15.**

PROPOSED ACTION: **APPROVE**

Item #: 29

RESOLUTION AUTHORIZING FILING OF APPLICATIONS FOR STATE ALLOCATION BOARD–ADMINISTERED CAREER TECHNICAL EDUCATION FACILITIES PROGRAM FOR THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT IN APRIL 2026

RESOLUTION NO. **2025-2026-15**

WHEREAS, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, the **Cutler-Orosi Joint Unified** School District intends to file applications for funding, and/or certify information under the Career Technical Education Facilities Program (CTEFP), a program within the School Facility Program (SFP); and

WHEREAS, as a condition of participating in the CTEFP, as administered by the SAB, the **Cutler-Orosi Joint Unified** School District shall submit to the DGS a five-year school facilities master plan, or updated five-year school facilities master plan, approved by the governing board of the **Cutler-Orosi Joint Unified** School District for all *Application for Career Technical Education Facilities Funding* (Form SAB 50-10) submittals on or after October 31, 2024, and that all funding application submittals on or after October 31, 2024, are subject to Section 17074.54 of the Education Code; and

WHEREAS, the **Cutler-Orosi Joint Unified** School District, as a condition of SFP funding, must submit a five-year school facilities master plan by the time the Substantial Progress deadline for each application is reached or the 100 percent complete *Expenditure Report* (Form SAB 50-06) is submitted, whichever is earlier; and

WHEREAS, the **Cutler-Orosi Joint Unified** School District is aware of the minimum requirements for the five-year school facilities master plan as outlined in Section 17070.54 of the Education Code; and

WHEREAS, the **Cutler-Orosi Joint Unified** School District acknowledges that failure to submit an acceptable five-year master plan may result in rescission of project funding.

WHEREAS, the **Cutler-Orosi Joint Unified** School District has received at least 105 points from the CDE review of the CTE program narrative for each of the following CTE projects which allows for these projects to request funding under the CTEFP:

1. Orosi High, Engineering and Architecture (ET), 121.5 points
2. Orosi High, Agriculture and Natural Resources, 130 points
3. Orosi High, Engineering and Architecture (ED), 133 points
4. Orosi High, Health Science and Medical Technology, 144 points

Now, therefore, be it hereby resolved by the Board of Trustees of the Cutler-Orosi Joint Unified School District, as follows:

1. The school board authorizes the applications for the CTE facilities program to be submitted to the State Allocation Board;
2. That the District agrees to pay its matching share of the total costs of these CTE projects;
3. That the District agrees to develop the plans and specifications within a 12 month timeline for each of these projects which will require approval by DSA and CDE before requesting the final apportionments;
4. That the District will submit a Five Year Facility Master Plan to OPSC prior to the Substantial Progress deadline or the project is 100% complete, whichever is earlier.

PASSED AND ADOPTED on **March 12, 2026** by the **Cutler-Orosi Joint Unified** School District Board of Trustees by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

Date: _____

Board President

Cutler-Orosi Joint Unified School District

CERTIFICATION

I, **Delia Martinez**, certify that the foregoing is a correct copy of a resolution passed and adopted by the **Cutler-Orosi Joint Unified** School District on **March 12, 2026**.

_____, Board Secretary/Clerk

Cutler-Orosi Joint Unified School District

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-16 FOR STATE CTEFP FUNDING APPLICATION**

ATTACHMENTS: **RESOLUTION NO. 2025-2026-16**

FUNDING SOURCE: **N/A**

DISCUSSION:

The Cutler-Orosi Joint Unified School District is requesting approval of a resolution authorizing staff to submit SAB 50-10 applications to the Office of Public School Construction (OPSC) for two Career Technical Education (CTE) projects at Orosi High School: (1) Construction of a CTE Building for the Health Science and Medical Technology, and Engineering and Architecture industry sectors (PTN #71860-124); and (2) Construction of a CTE Building for the Agriculture and Natural Resources industry sector (PTN #71860-126).

The District has received eligible scores under the Career Technical Education Facilities Program (CTEFP) and is submitting SAB 50-10 applications to formalize state funding for these projects. Approval of this resolution is a required procedural action for State Allocation Board consideration and authorizes submission of the applications

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 the Board approve the attached resolution.**

PROPOSED ACTION: **APPROVE**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION NO.2025-2026-16
STATE BUILDING FUNDS APPLICATION

Whereas, the CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT has eligibility for new construction and modernization projects and desires to apply for state funding under the Leroy F. Greene School Facilities Act of 1998 (Chap. 12.5, Part 10, Div. 1, commencing with Section 17070.10, et seq., of the Education Code) for the following projects:

1. Orosi High School – Construction of a Career Technical Education (CTE) Building for the Health Science and Medical Technology and Engineering and Architecture industry sectors, PTN #71860-124; and
2. Orosi High School – Construction of a Career Technical Education (CTE) Building for the Agriculture and Natural Resources industry sector, PTN #71860-126; and

Whereas, the Board of Trustees of the Cutler-Orosi Joint Unified School District has decided to apply to the State School Building Program for State funds; and

Whereas, the Board of Education ("School Board") has determined that school facilities within the Cutler-Orosi Joint Unified School District (the "District"), within Tulare County need to be constructed or modernized; and

Whereas, the Board of Trustees has reviewed the application for submittal to the Office of Public School Construction;

Now, therefore be it resolved by the Board of Trustees of the Cutler-Orosi Joint Unified School District hereby acknowledges the following:

Whereas, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to Title 2, Code of California Code of Regulations, Section 1859.95.1, the School Board of the Cutler-Orosi Joint Unified School District hereby acknowledges the following:

1. That the statements set forth in the application and supporting documents are true and correct to the best of our knowledge and belief;

2. That Raffi Soghomonian, FMOT Director, and Faith Coleman, Chief Financial Officer, are hereby designated as District Representative of the District and is hereby authorized and directed to file, on behalf of the District, such applications with the State Allocation Board;

3. That the District agrees to pay its match of the total costs of the project, unless the District qualifies for financial hardship funding, of which the District may only have to pay a portion or none of its share;

4. That the District certifies that the exact plans and specifications (P & S) for the project will be approved by DSA and CDE prior to requesting final apportionment.

5. The school board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application;

6. The school board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future State funding;

7. The school board acknowledges that any potential future State bond measures for the ~~School Facility Program may not provide funds for the application being submitted;~~

8. The school board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's approved application may be returned;

9. The school board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities;

10. The school board acknowledges that, if bond authority becomes available for the Board to provide funding for the submitted application, the School District must apply for financial hardship status, when applicable.

Enacted this _____ day of _____, 2026
by the Cutler-Orosi Joint Unified School District Board of Trustees.

Ayes:
Noes:
Absent:

_____
President of the Board of Trustees of
the Cutler-Orosi Joint Unified School District
of Tulare County, California

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

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

ATTACHMENTS: **ARCHITECTURAL SERVICES AGREEMENT**

FUNDING SOURCE: **CTEFP GRANT & BOND FUNDS**

DISCUSSION:

On August 14, 2025, the Board ratified an Architectural Services Agreement with TETER, LLP for programming and conceptual design services for the proposed Agriculture and Natural Resources CTE Building at Orosi High School. The scope of that agreement was limited to development of a program-level budget and conceptual design package to support the District's application to the Career Technical Education Facilities Program (CTEFP).

The District has since been awarded CTEFP funding and will now proceed with construction of the project. The attached Agreement for Architectural Services provides full architectural and engineering services, including schematic design, design development, construction documents, bidding support, and construction administration for the Orosi High School Ag and Natural Resources CTE Building.

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 approve the architectural services agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 31

AGREEMENT

FOR

ARCHITECTURAL SERVICES

BETWEEN

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

AND

TETER, INC.

DATE: March 12, 2026

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

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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 for which such architectural services shall be provided is the Orosi High School Ag and Natural Resources Career and Technical Education (CTE) Building. – Full Architectural Services, as more fully described in Exhibit B, attached hereto and incorporated herein by this reference.

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 Three Hundred Forty-Six Thousand Nine Hundred Sixteen Dollars ($346,916.00) 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.

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

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 back charge, 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 back charges 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

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 sub-Architects shall be subject to all the requirements stated herein. Architect shall include all sub-Architects as insured under its policies or shall furnish separate certificates and endorsements for each sub-Architect.

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: Robert Thornton

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.

By:_____
Aya Shitanishi, Vice President of
Architecture and Engineering

By:_____
Jenn Pike-Owens, Chief Operating Officer

DISTRICT:
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

By:_____
Yolanda Valdez, Superintendent

Hourly Rate Schedule

January 1, 2026

Architecture	
Principal Architect	$ 285.00/hr
Senior Architect	$ 235.00/hr
Architect	$ 195.00/hr
Civil Engineering	
Principal Civil Engineer	$ 280.00/hr
Senior Civil Engineer	$ 205.00/hr
Civil Engineer	$ 180.00/hr
Structural Engineering	
Principal Structural Engineer	$ 280.00/hr
Senior Structural Engineer	$ 250.00/hr
Structural Engineer	$ 215.00/hr
Mechanical Engineering	
Principal Mechanical Engineer	$ 280.00/hr
Senior Mechanical Engineer	$ 245.00/hr
Mechanical Engineer	$ 195.00/hr
Electrical Engineering	
Principal Electrical Engineer	$ 300.00/hr
Senior Electrical Engineer	$ 245.00/hr
Electrical Engineer	$ 195.00/hr
Interior Design	
Senior Interior Designer	$ 215.00/hr
Interior Designer	$ 160.00/hr
Court Appearances / Expert Testimony / Consultation / Specialty	
Professional Engineer	$ 475.00/hr
Architect	$ 475.00/hr
Certified Access Specialist (CASp)	$ 300.00/hr
Senior Planner	$ 235.00/hr
Construction Administration	
Senior Construction Administrator	$ 200.00/hr
Construction Administrator	$ 155.00/hr
Project Management	
Principal Project Manager	$ 270.00/hr
Senior Project Manager	$ 235.00/hr
Project Manager	$ 200.00/hr
Job Captain	$ 160.00/hr
Senior Administrator	$ 155.00/hr
Administrator	$ 130.00/hr
Support Services	
Systems Manager	$ 205.00/hr
Engineer-In-Training II	$ 155.00/hr
Engineer-In-Training I	$ 145.00/hr
Design Professional II	$ 140.00/hr
Design Professional I	$ 130.00/hr
Senior Drafter	$ 135.00/hr
Drafter	$ 115.00/hr
Reimbursable Items	
Mileage	Current Federal Rate + 15%
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 March 12, 2026 (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 Ag and Natural Resources Career and Technical Education (CTE) Building. The District and Architect have developed the following preliminary budget information:

The project consists of an Ag and Natural Resources Career and Technical Education (CTE) building of approximately 7,170 SF. The building will house a welding shop (2,431 SF), classroom (1,085 SF), and an outdoor covered area (1,656 SF). Support spaces include restrooms, electrical, and storage rooms. The building will be a site-built structure, utilizing steel structure, metal roof and metal exterior panels typical for industrial metal building projects. The project is projected to include Five Hundred Fifty Thousand Six Hundred Forty-Seven Dollars ($550,647.00) of CTE specific equipment. The project will require demolition of the existing OHS Storage Building and Wood Shop. Site work will include required utilities, concrete walks, turf, and coordination with adjacent campus facilities.

The preliminary construction budget is Five Million One Hundred Thirteen Thousand Seven Hundred Twenty-Six Dollars ($5,113,726.00), which includes hard construction costs and CTE related equipment, with a total project budget of Five Million Nine Hundred Ninety-Seven Thousand Seven Hundred Twenty-Six Dollars ($5,997,726.00). Due to the integral and complex nature of CTE equipment the costs of the equipment have been included in the overall construction budget.

Scope of Work	Construction Budget	Project Budget Estimate
New Ag and Natural Resources CTE Building	$5,113,726.00	$5,997,726.00

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 with written authorization.

II. SCOPE OF SERVICES

TETER, INC will provide full architectural and engineering services for the Orosi High School Ag and Natural Resources Career and Technical Education (CTE) Building. Services will include

Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration.
Professional services will include architectural, structural, mechanical, electrical, plumbing, civil, landscape, and fire sprinkler engineering disciplines. Services will include preparation of construction documents, coordination with regulatory agencies including DSA as required, support during bidding, and construction phase services through project closeout.

III. ARCHITECT COMPENSATION & SCHEDULE

The compensation for this project will be developed from the percentage of construction fees indicated below. This fee amount will be adjusted upon award of the accepted construction bid and at final completion of construction cost as reported to DSA. The adjustment will be based on the same fee percentages indicated below. If the project does not proceed timely into construction, the fee will be adjusted based on the final estimate of construction cost.

Proposed Fees

In Consideration for the services listed above, Client shall compensate TETER percent of construction cost in accordance with the OPSC sliding scales as described below. Based on the current estimated construction cost of Five Million One Hundred Thirteen Thousand Seven Hundred Twenty-Six Dollars ($5,113,726), TETER's proposed fee is Three Hundred Eighty-Five Thousand Four Hundred Sixty-One Dollars ($385,461.00). The fee will be adjusted, if necessary, to reflect the actual construction cost submitted to DSA and district's CTE equipment purchase amount.

New Construction:

$0 - $500K	$500K - $1.0M	$1.0M - $2.0M	$2.0M - $6.0M	$6.0M - $10.0M	$10.0M - $20.0M
9.0%	8.5%	8.0%	7.0%	6.0%	5.0%

CTE Building	Construction Cost	Fee %	Proposed Fee
	$5,113,726.00	7.54%	$385,461.00
Total	**$5,113,726.00**		**$385,461.00**

Invoices will be billed monthly, based on percent complete. Invoices shall be payable within (30) days of invoice date.

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 Five Thousand Dollars ($5,000.00).

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

A. Excludes closeout of previous DSA projects not associated with previous Teter projects.
B. Excludes Costs for Topographic Survey, Phase I Surveys, Environmental Site Assessments, CEQA, DTSC and Storm Water Prevention Plan.
C. Costs for Archaeological surveys, Endangered Species studies or reports.
D. Cost for redesign necessitated by owner requested changes after design approval.

E. 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.
F. Storm drainage facilities. It is assumed the existing facilities are adequate for this project. Modification to or design of storm drainage facilities is not included in this proposal.
G. Fire water systems. It is assumed the existing fire water system is adequate for this project; modification to or design of a fire water system is not included in this proposal.
H. It is assumed that there is adequate Site Gas capacity. Additional design for overall site gas utilities is not included in this proposal.
I. Services relative to the design and implementation of future facilities, systems, and equipment which are not intended to be constructed during the Construction phase.

Proposed Schedule:

• Architect Authorization to Proceed	TBD
• Schematic Design	8 weeks
• Design Development	8 weeks
• Construction Documents/Submission to DSA	12 weeks
• DSA Review (Estimate)	16 weeks
• Bidding	2 months
• Construction Administration	8 months

IV. MODIFICATIONS:
None.

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

Sincerely,

Robert Thornton
Principal Architect,
TETER, Inc

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF LEASE AGREEMENT-COUNTY OF TULARE (WIC)**

ATTACHMENTS: **LEASE AGREEMENT**

FUNDING SOURCE: **N/A**

DISCUSSION:

The current lease agreement with the County of Tulare for WIC office space at 40802 Road 128 expired August 31, 2025, and is currently operating under a month-to-month holdover.

The proposed agreement establishes a new three (3) year term through September 30, 2028, for 420 square feet of office space at a monthly rent of $623.48, with a 2% annual increase.

The lease outlines maintenance responsibilities, insurance requirements, utility cost-sharing (4%), and standard termination provisions.

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 approve the lease agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 32

LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 40802 ROAD 128, OROSI

This Lease Agreement ("Agreement") is entered into on _____, 2026, between the Cutler-Orosi Joint Unified School District, (hereinafter referred to as "LESSOR"), and the County of Tulare (hereinafter referred to as "COUNTY"), a political subdivision of the State of California. LESSOR and COUNTY are each a "Party" and are together the "Parties" to this Agreement, which is made with reference to the following:

A. WHEREAS, the Parties entered into Tulare County Agreement No. 24809 on December 17, 2010, for the lease of 1,920 square foot building located at 40802 Road 128, Orosi, California; and

B. WHEREAS, the term of Agreement 24809, including renewals, expired on November 30, 2019, resulting in a month-to-month tenancy; and

C. WHEREAS, the Parties entered into Tulare County Agreement No. 30918 for a term of three (3) years, effective September 1, 2022, through August 31, 2025, with two (2), one (1) year options to renew. Agreement No. 30918 also reduced COUNTY's square footage in the Premises from 1,920 square feet to 420 square feet of office space; and

D. WHEREAS, Tulare County Agreement No. 30918 is currently in a month-to-month holdover tenancy; and

E. WHEREAS, the Parties seek to terminate Tulare County Agreement No. 30918 and enter into a new lease for a term of three (3) years.

1. **LEASE.** LESSOR leases to COUNTY, and COUNTY leases from LESSOR, 420 square feet of office space located at 40802 Road 128, Orosi, California (the "Premises"). The Premises is further described in Exhibit A to this Agreement.

2. **TERM/OPTION TO RENEW.** The term of this Agreement shall commence on the first day of the first month following approval by the Tulare County Board of Supervisors (the "Effective Date") and shall expire September 30, 2028 (the "Initial Term"). COUNTY shall have the option to renew this Agreement for an additional three (3) year term under the same terms and conditions by serving notice of its intent to exercise this option to renew to LESSOR prior to the end of the Initial Term.

3. **RENT.** On the Effective Date, COUNTY shall pay LESSOR monthly rent, without deduction, set off, prior notice, or demand SIX HUNDRED TWENTY THREE DOLLARS AND FORTY EIGHT CENTS ($623.48). Rent shall be prorated for any partial month at the rate of 1/30th of the monthly rent per day. Rent shall be increased by 2% annually every year on October 1st.

4. **COUNTY'S DATE OF POSSESSION.** Upon commencement of the term COUNTY will be entitled to exclusive possession of the Premises.

5. **ACCEPTANCE.** On the date that the COUNTY takes exclusive possession, the Premises shall be suitable for use by the COUNTY for the purposes described herein. COUNTY's taking possession of the premises on the Effective Date shall constitute COUNTY's acknowledgment that, to the best of its knowledge, the Premises is in suitable for the purposes described herein.

6. **USE.** COUNTY shall use the Premises as office space for the County of Tulare. COUNTY shall not use the Premises in any manner that will constitute waste or nuisance.

7. **MAINTENANCE.**

a. LESSOR will provide, at LESSOR's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

i. The structural parts of the building and other improvements in which the Premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;

ii. The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

iii. Window frames, gutters, and downspouts on the building and other improvements in which the Premises are located;

iv. Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises;

1. The HVAC shall be inspected at least once every twelve (12) months, and problems found during these inspections shall be corrected within thirty (30) days from discovery.

2. Inspections and maintenance of the HVAC system shall be documented in writing. LESSOR shall record the name of the individual(s) inspecting and/or maintaining the system, the date of any inspections and maintenance, and the specific finding and action taken. LESSOR shall ensure that the records are kept for at least five (5) years.

v. Light fixtures and replacement bulbs;

vi. Ongoing pest control services.

b. LESSOR will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the lease, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. In case of emergency, the LESSOR will take immediate steps to protect persons and property. If the LESSOR does not take the necessary steps, COUNTY will have the right to repair or contract to repair and to be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to

COUNTY within ten (10) days after COUNTY's delivery to LESSOR of a written statement bill evidencing the cost of the repair, COUNTY will have the right to deduct the cost of repair from the next monthly rent payment.

d. Except for cases of emergency, LESSOR will make all repairs as soon as is possible. In the event LESSOR has not made a repair referred to in a written notice from COUNTY to LESSOR within thirty (30) days after date of notice, COUNTY will have the right to repair or contract for repair which shall be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to COUNTY within ten (10) days after COUNTY's delivery to LESSOR of a written statement or bill evidencing the cost of the repair, COUNTY will have the right to deduct the cost of repair from the next monthly rent payment.

8. **ALTERATIONS.** Except as stated above, COUNTY shall not make any structural or exterior alterations to the Premises without LESSOR's consent, which consent shall not be unreasonably withheld; however, COUNTY shall have the right without cost to the LESSOR to make, with LESSOR's consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises.

Upon termination of the tenancy, if COUNTY is not then in default of any of the provisions of this lease, COUNTY shall have the right to remove from the Premises immediately before the termination of the tenancy, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

9. **PREVAILING WAGE AND OTHER LABOR LAWS:** LESSOR acknowledges that any alterations LESSOR makes to the Premises under the terms of this Lease Agreement, or any amendments thereto, are subject to such prevailing wage, apprenticeship, and anti-discrimination provisions of the Labor Code as are applicable to public works projects contracted for by COUNTY, including Labor Code Section 1771. LESSOR will require all contractors and subcontractors who complete such work to: (a) maintain accurate and certified payroll records pursuant to Labor Code section 1776; (b) to make such records available for inspection by COUNTY and the Division of Labor Standards Enforcement of the Department of Industrial Relations, on a weekly basis and at no cost; and (c) to comply with all other applicable prevailing wage requirements. In addition, LESSOR's construction contract(s) will require contractor(s) and subcontractor(s) to maintain complete and accurate records with respect to the funds expended on such work, and will require that the contractor(s) and subcontractor(s) provide access to the Tulare County Auditor and to the State of California auditors, and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of this Agreement. LESSOR will require that all such records be prepared in accordance with generally accepted accounting procedures, be clearly identified, and be readily accessible within the County of Tulare, upon request.

10. **ASSURANCES OF NON-DISCRIMINATION.** LESSOR will not discriminate in employment or the performance of the work or in the provision of services called for under this Agreement on the basis of

any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

11. **MECHANICS LIENS.** COUNTY shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted under this Agreement. COUNTY shall keep the building, other improvements, and land on which the Premises are located free and clear of all mechanics liens resulting from construction done by or for COUNTY.

12. **UTILITIES.** COUNTY shall pay LESSOR 4% of the monthly utility bills, representing the pro-rated share of the square footage of the site used by COUNTY, for all utilities and services furnished to or used by the COUNTY, including, without limitation, cable, electricity, garbage, gas, sewer, and water. LESSOR shall provide utilities and janitorial to the common areas. Lessor shall provide all fire extinguishers and related signs. COUNTY shall arrange for any and all telephones it shall require and pay for any and all charges related thereto.

13. **INDEMNITY.** To the fullest extent permitted by law, LESSOR will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by LESSOR, or under other applicable statute or ordinance; or resulting from LESSOR's or LESSOR's agents', employees,' contractors,' or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. LESSOR's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this lease, or any renewal or holdover period.

14. **INSURANCE.** LESSOR acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Prior to approval of this Agreement by COUNTY, LESSOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in Exhibit B attached.

15. **DESTRUCTION.** In the event the leased space, or the building in which the leased space is located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for occupancy, COUNTY shall be entitled to a reduction in the rental during the period that such part remains unrepaired or unrestored, in the proportion of the amount of floor space unfit for occupancy to the total floor space included in the lease; provided, however, that if it should reasonably appear that LESSOR cannot or will not restore or repair the premises within ninety (90) days from the date of such damage, either party shall be entitled to terminate the lease by giving the other party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

16. **CONDEMNATION.** If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the tenancy, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the tenancy shall remain in effect, except that: (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the taking; and (ii) COUNTY may elect to terminate the tenancy by giving notice of same within sixty (60) days of the date of the taking.

17. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the tenancy, or sublease all or any part of the Premises, without the consent of LESSOR, which such consent shall not be unreasonably withheld.

18. **DEFAULT.** The occurrence of any of the following shall constitute a default by COUNTY:

a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to COUNTY;

b. Abandonment and vacation of the Premises;

c. Failure to perform any other provision of this agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to COUNTY.

Notices given under this section shall specify the alleged default and the applicable provisions of this agreement, and shall demand that COUNTY perform the provisions within the applicable period of time, or quit the premises.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the parties shall have the remedies now or later allowed by law.

19. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld. On the expiration or termination of this Lease, LESSOR may remove and destroy any items which were permitted to be installed in accordance with the terms of this section.

20. **LESSOR'S ENTRY ON PREMISES**. LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to COUNTY, for any of the following purposes:

a. To determine whether the Premises are in good condition and whether COUNTY is complying with the obligations under this Agreement;

b. To do any necessary maintenance and to make any restoration to the premises or the building and other improvements in which the Premises are located that LESSOR has the right or obligation to perform;

c. To serve, post, or keep posted any notices required or permitted under this Agreement;

d. To show the Premises to prospective brokers, agents, buyers, and prospective COUNTYs at any time during the tenancy.

21. **SURRENDER.** On expiration or other termination of the tenancy, COUNTY shall surrender the Premises to LESSOR in good condition, ordinary wear and tear excepted. COUNTY shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

22. **HOLDING OVER.** If COUNTY remains in possession of the Premises after the expiration of the initial lease term or the renewal period, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, COUNTY shall pay all rent required by this Agreement, all other provisions of which shall apply to the month-to-month tenancy.

23. **TERMINATION.** Either Party may terminate this Agreement for cause upon Sixty (60) days' prior written notice to the other Party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the lease Agreement within thirty (30) days' written notice of the breach.

24. **REDUCTION OF COUNTY'S FUNDING.** Lessor acknowledges that COUNTY is dependent upon certain Federal and/or State funding to pay the rent provided for in this Agreement. If such funding is discontinued or reduced, then COUNTY, in its sole discretion, may (i) reduce the amount of space occupied by County hereunder, or (ii) terminate the Lease, by giving Lessor not less than sixty (60) calendar days' notice of the reduction or termination. COUNTY will also promptly notify Lessor of any serious proposals to terminate or reduce such Federal or State funding for any COUNTY departments or programs occupying space in the Premises to the extent that such proposals come to COUNTY's attention prior to final action discontinuing or reducing such funding. If COUNTY elects to reduce the amount of space occupied, then Lessor will reduce the rent thereafter payable by a pro-rata reduction based on the reduction in square footage occupied by County hereunder. If COUNTY's notice reduces the amount of space occupied by COUNTY by more than fifty percent (50%), then Lessor may instead elect to terminate this lease by delivering to COUNTY a written notice of such election within 10 calendar days of delivery of County's notice. If Lessor elects to terminate, then this Lease will terminate not less than ninety (90) calendar days after delivery of Lessor's notice of termination.

25. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this agreement.

26. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the following addresses:

COUNTY: Board of Supervisors

County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291

w/Copy to: Tulare County General Services
Attn: Property Management
5953 S. Mooney Blvd.
Visalia, CA 93277

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

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

27. **EXHIBITS**. All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

28. **INTEGRATION.** This instrument contains all the agreements of the Parties relating to the premises and cannot be modified or amended except by a subsequent agreement in writing.

29. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.

30. **GOVERNING LAW**. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

31. **HEADINGS**. Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

32. **INTERPRETATION**. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

33. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement will continue in full force and effect.

34. **AUTHORITY.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if

such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

35. **WAIVER.** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

36. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

37. **MANUAL OR ELECTRONIC SIGNATURES**: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (CAL. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

Remainder of page left intentionally blank.

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

LESSOR

Date: _____

By: _____
Superintendent

COUNTY OF TULARE

By: _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Office / Clerk of
the Board of Supervisors

By: _____
Deputy Clerk

Approved as to form:
County Counsel

By: _____
Deputy County Counsel
Matter ID: 2026275

Approved as to form:
Counsel for School District

By: _____
Counsel

Exhibit A-Vicinity Map

=Classroom utilized as office space by WIC

Exhibit B

LEASES WITH COUNTY AS LESSEE

INSURANCE REQUIREMENTS

LESSOR shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LESSEE, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of $1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be $2,000,000.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of $1,000,000 per occurrence. If an annual aggregate applies it must be no less than $2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Property Insurance against all risks of loss on all real property being leased including improvements and betterment. Limits of full replacement cost with no coinsurance penalty provision.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2 The General Liability and Property Insurance policies must be endorsed and endorsements must be provided to COUNTY reflecting the following provisions:

a. The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership maintenance or use of that part of the premises leased to the COUNTY.

b. For claims related to this lease, the LESSOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LESSOR's insurance and shall not contribute with it.

c. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

d. LESSOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LESSOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless

of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the LESSOR, its employees, agents and subcontractors. LESSOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds $100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LESSOR shall file with the Tulare County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **PUBLIC HEARING OF 2025-26 CSEA COLLECTIVE BARGAINING TENTATIVE AGREEMENT**

ATTACHMENTS:

AGREEMENT/SALARY SCHEDULE/ SETTLEMENT

FUNDING SOURCE: **VARIOUS GENERAL FUND SOURCES**

DISCUSSION:
A Public Hearing is now conducted to allow for public comments regarding the Classified Salary Schedule and Settlement Disclosure:

Hearing Opened at:_____p.m.

Hearing Closed at:_____p.m.

The District and CSEA have negotiated and agreed to the following contract changes and minor language modifications for the 2025-2026 school year. This agreement shall be in effect from July 1, 2025 through and including June 30, 2028:
ARTICLE 9: An increase of 1% effective July 1, 2025, one-time off schedule payment of $135, including range modification for Preschool Teacher from range 8-17 to range 22-24 effective December 1, 2025. Language modification to Article 9.1, 9.1.5, 9.13.7
ARTICLE 12: $2 base increase to each tier of the professional growth schedule.
ARTICLE 13: Fully paid 80-J plan, $30, Rx 200-10-35
ARTICLE 16: Language modification to Article 16.4.1
ARTICLE 28: Language modification to Article 28.1

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 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 CSEA Bargaining Agreement.**

PROPOSED ACTION: **HOLD HEARING**

Item #: 33

Cutler-Orosi Joint Unified School District
Tentative Agreement
2025-2026 CSEA Negotiations
Feb 17, 2026

TA **Article 6: Organizational Rights**

6.1.1 The right of access to areas in which employees work, at reasonable times which do not interfere with or overlap the employee's work schedule. These times include lunch, breaks, and before and after work. Reasonable access to After-School program employees, including Recreation and Enrichment Employees ***and AVID Tutors,*** *shall be scheduled through the immediate supervisor for these programs.*

Article 9: Pay and Allowance

TA *9.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the Appendix. The regular rate of pay shall include any longevity increment required to be paid under this Agreement. The base salary schedule in effect on June 30, 2025, shall be increased by ~~3%~~* ***1%*** *effective July 1, 2025.* ***In addition, CSEA shall receive a one-time off schedule payment of ~~$300~~ $135.00 for all bargaining unit members.*** *Should the certificated bargaining unit receive a higher percentage amount ongoing on their salary schedule, the CSEA salary schedule will be adjusted to receive the same ongoing percentage amount. Any additional adjustment that may be made would be on base wage only. The base (not including the state minimum wage) salary schedule is 'squared' with a consistent five percent (5%) between steps and two percent (2%) between ranges. The state imposed minimum wage shall become ~~16.50~~* ***$16.90*** *effective January 1, 2026, and no bargaining unit member shall make less than minimum wage as of the effective date.*

T.A *9.1.1 ~~In addition, for the 2023-2024 and the 2024-2025 school year the District shall pay a settlement to all current employee's to compensate them for the safety trainings that were completed outside of their work hours. The settlement agreement shall be in the amount of $110 for the 2023-2024 school year and $190 for the 2024-2025 school year for all employees that completed safety training outside of their work hours. Should any bargaining unit member not have completed their safety training for the 2024-2025 year by the date this agreement is signed, they shall be provided time during their regular work hours and shall not be entitled to the $190 settlement agreement for 2024-2025.~~*

9.1.5 Employees who miss a purchased staff development day designated by the District shall use authorized leave as approved in this Agreement. ~~Vacation time may not be used on staff development days.~~

TA ~~*9.13.7 If an employee has worked for the District for thirty (30) years or more and becomes medically unable to satisfactorily obtain a valid CHP School Bus Driver's Certificate, the employee shall maintain employment in the District but will relinquish the five (5) range differential for holding the certificate and may be assigned an alternative position with similar hours and similar pay. No more than two (2)*~~

~~*employees can utilize this provision at a single time. It shall be offered on a first come first serve basis.*~~

TA **ARTICLE 12: PROFESSIONAL GROWTH:**

12.2 Eligibility

12.2.1 Instructional aides and instructional support employees are not eligible for professional development or degree recognition under this article.

12.2.2 Site computer technicians are not eligible for professional development under this article.

12.2.3 The Professional Growth Schedule is to be used prior to attaining a degree and shall not be used in conjunction with Degree Recognition.

Increments	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Units Required	10	20	30	40	50	60	70	80	90
Employees working 5 to 8 hours per day	$12 per work month	$24 per work month	$36 per work month	$48 per work month	$60 per work month	$72 per work month	$84 per work month	$96 per work month	$108 per work month
Employees working 4 to 4.9 hours per day	$10 per work month	$20 per work month	$30 per work month	$40 per work month	$50 per work month	$60 per work month	$70 per work month	$80 per work month	$90 per work month
Employees working 3 to 3.9 hours per day	$7 per work month	$14 per work month	$21 per work month	$28 per work month	$35 per work month	$42 per work month	$49 per work month	$56 per work month	$63 per work month

TA ***The District agrees to add $2.00 to each tier of the Professional Growth Schedule.***

Article 13: Health and Welfare

TA *13.2 District Contribution: For the ~~2024/2025~~ **2025/2026** benefit year the District shall contribute an amount of up to~~$1236.50~~ **$1,312.50** per month per full-time employee family unit, toward the payment of premiums for health, dental and vision programs. The plans shall be provided by SISC. The parties agree that the total District liability for Health and Welfare Benefits shall not exceed ~~$14,838~~ **$15,750.00** in any benefit year. Employees working less than four (4) hours shall no longer have the opportunity to receive 25% of the premium paid by the District except any employee enjoying that benefit effective February 1, 2001, may continue to receive that contribution by the District. (The District's Proposed contribution is equivalent to .60% in salary based on a District-wide computation.)*

ARTICLE 16: TRANSFERS / PROMOTIONS / RECLASSIFICATIONS

TA 16.4 Selection Procedure:

16.4.1 The parties agree that consideration shall be given to candidates in the following order: 1) Transfer, 2) Promotion – 3) Outside Candidate. If two or more internal applicants meet the qualifications for a vacant position, the position will be awarded on the basis of all of the following: Seniority, Skills and Abilities, Needs of the District, Qualifications, and the most recent Evaluation. All candidates (both inside and outside) shall be examined based on who is the best-qualified candidate for the position and are recommended by the Interview Panel and are acceptable to the Principal or Program Manager. The final decision shall be made by District Administration

TA ARTICLE 28: CONTRACTING OUT

28.1 ~~It is agreed that the District may contract out work if such contracting out causes no reduction in hours, work year, and / or numbers of bargaining unit employees.~~ **The District shall notify CSEA with reasonable written notice of the intent to contract out bargaining unit work in compliance with Government Code 3543.2 (a) (1) and (2). For the purpose of this provision, bargaining unit work shall be defined as work outlined or reasonably related to bargaining unit job descriptions.**

TA Article 32: Duration

32.1 *Length of Agreement This Agreement shall become effective on July 1,~~2022~~ 2025, and shall continue in effect to and including June 30, ~~2025~~ 2028, and from year to year thereafter with alterations and amendments in accordance with the Negotiations Article.*

32.2 Reopeners during the term of this Agreement shall be provided to the District and CSEA as follows:
2026-2027 Salary Health and Welfare Up to three (3) Articles for CSEA. Up to three (3) Articles for the District.
2027-2028 Salary Health and Welfare Up to three (3) Articles for CSEA. Up to three (3) Articles for the District.

The language for all other Articles not mentioned above shall remain status quo.

Agreed on this date: 2-17-2026

For District:

For OSEA:

Gloria Herrera

Lisa Alvarado

Martha Juarez Alvarez.

Cutler-Orosi Joint Unified School District

CLASSIFICATION INDEX

Department		Job Classification	Responsible To	Range
1.0	BUILDING, GROUNDS AND MAINTENANCE			
	1.1	Journeyman Maintenance Worker/Bus Driver	Director of MO&T	46*
	1.2	Maintenance 1	Director of MO&T	41*
	1.3	Maintenance Worker II / Bus Driver	Director of MO&T	30*
	1.4	Warehouse/Bus Driver	Director of MO&T	28*
	1.5	Lead Custodian/Bus Driver	Principal	28*
	1.6	Grounds Keeper/Bus Driver	Principal	17*
	1.7	Custodian/ Bus Driver	Principal	16*
	1.8	Custodian (No Driving)	Principal	16
2.0	TRANSPORTATION			
	2.1	Lead Journeyman Mechanic/Bus Driver	Director of MO&T	46*
	2.2	Journeyman Mechanic/Bus Driver	Director of MO&T	41*
	2.3	Mechanic/Bus Driver	Director of MO&T	28*
	2.4	Bus Driver	Director of MO&T	16*
	2.5	Bus Driver Trainer	Director of MO&T	22*
	2.6	Office Assistant/Bus Driver	Director of MO&T	19*
3.0	FOOD SERVICES			
	3.1	Food Service Site Lead - Cook	Food Service Mgr.	33
	3.2	Food Service Site Lead - Baker	Food Service Mgr.	33
	3.3	Food Service Worker I	Food Service Mgr.	11
	3.4	Food Service Worker II	Food Service Mgr.	14
	3.5	Food Service Utility/Bus Driver	Food Service Mgr.	16*
	3.6	Food Service Clerk	Food Service Mgr.	14
4.0	SECRETARIAL & CLERICAL			
	4.1	School Secretary	Principal	22
	4.2	Office Assistant I	Principal	16
	4.3	Office Assistant II	Principal	19
	4.4	Receptionist	Supervisor	16
5.0	INSTRUCTIONAL AIDES			
	5.1	Instructional Aide	Classroom Teacher	9-17
	5.2	Instructional Aide - Bilingual	Principal	9-17
	5.3	Special Education Aide	Principal	9-17
	5.4	Special Education Aide - Bilingual	Principal	9-17
	5.5	Behavior Intervention Technician	Principal	22
	5.6	Special Friends Aide	Director of Special Ed.	9-17
	5.7	Piano Accompanist	Choir Director	9-17
	5.8	Physical Education Technician	District P.E. Teacher	20
6.0	INSTRUCTIONAL SUPPORT SERVICES			
	6.1	Library Aide	Principal	9-17
	6.2	Attendance Officer	Director of Stu. Services	33
	6.3	Work Based Facilitator	Director College/Career	22-27
	6.17	Workforce Development Specialist	Director College/Career	38
	6.18	Student-Parent Advocate Specialist	Principal	38
	6.19	Prevention and Intervention Specialist	Director of Special Services	38
	6.21	Expanded Learning Specialist	Director of Curriculum	38
	HEALTH SERVICES			
	6.4	Licensed Vocational Nurse (LVN)	District Nurse	39
	6.5	Lead Health Aide	District Nurse	20
	6.6	Health Aide	District Nurse	9-17
	6.22	Speech Language Pathologist Assistant	Director of Special Services	38
	CAMPUS SECURITY			
	6.7	Campus Security	Principal	8
	OUTREACH			
	6.8	Outreach Aides	Director of Stu. Services	8-17
	6.2	PBIS Outreach Aide	Site Administrator	8-17
	PRESCHOOL & CHILDCARE			
	6.9	Preschool Teacher	Director of Stu. Services	22-24
	6.10	Preschool Aide	Director of Stu. Services	9-17
	6.11	Infant/Toddler Childcare Aide	Director of Stu. Services	9-17
	6.12	Preschool Facilitator	Director of Stu. Services	22-27
	RECREATION AND ENRICHMENT			
	6.13	R & E Lead	R & E Coordinator	16-17
	6.14	R & E Assistant Lead	R & E Coordinator	11-17
	6.15	R & E Aide	R & E Coordinator	9-17
	TECHNOLOGY			
	6.16	Site Computer Tech	Principal	28

SALARY SCHEDULE ADJUSTMENTS

Employees whose position is marked with an " * " and obtain a Valid California School Bus Driver's License and who drive school buses for the District when needed shall be paid at a rate five (5) Ranges above those designated.

Instructional Aide and Instructional Support positions are subject to receiving additional ranges from the Base Range according to educational qualifications schedule as listed below. All college units must receive a "C" grade or higher.

	Ranges		
	Aides	Facilitators	Preschool Teacher
Meets basic District qualifications for beginning employment.	8	0	0
Meets basic District qualifications and has passed the approved qualifying test for NCLB.	9	22	0
High School Diploma or equivalent plus 15 college units.	10	23	0
High School Diploma or equivalent plus 30 college units.	12	24	0
High School Diploma or equivalent plus 45 college units.	13	25	22
High School Diploma or equivalent plus 60 college units.	15	26	23
High School Diploma or equivalent plus 75 college units.	17	27	24

Site Computer Technicians Salary Schedule Placement shall be at Range 28. This placement may be adjusted by gaining certifications listed below. To maintain advancement on the schedule the certification must be maintained. Expiration of a certification will result in a corresponding reduction in pay.

	Added Range(s)
CEH - Certified Ethical Hacker	1
Video Editing Certification or Adobe After Effects or Adobe Certified Associate (ACA)	2
MCSE - Microsoft Certified Solutions Expert - Enterprise Devices and Applications	2
MCSE - Microsoft Certified Solutions Expert - Server Infrastructure	1
CCENT - Cisco Certified Entry Networking Technician - Interconnecting Cisco Networks	1
CCNA - Cisco Certified Network Associate - Routing and Switching	3
Apple Certificated Associate - Mac and OS 10.10 and higher	1
Google Certificated Administrator	4
Fiber and Cat5/6 Cabling Certification	1
Vmware Certification	1

Longevity

After 7 calendar years of Service	$40.00 per month		
After 10 calendar years of Service	$90.00 per month	After 25 calendar years of Service	$135.00 per month
After 15 calendar years of Service	$105.00 per month	After 30 calendar years of Service	$150.00 per month
After 20 calendar years of Service	$120.00 per month	After 35 calendar years of Service	$165.00 per month

Classified Salary Schedule
2025-2026

Percentage Increase: 1.00% Prior Year Step 1 $14.18 $14.32 Current Base $14.47 future Base

Statutory Minimum $16.90

Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
8	$16.90	$2,929	$17.27	$2,994	$18.14	$3,144	$19.04	$3,301	$20.00	$3,466	$21.00	$3,639
9	$16.90	$2,929	$17.62	$3,054	$18.50	$3,207	$19.43	$3,367	$20.40	$3,535	$21.42	$3,712
10	$17.12	$2,967	$17.97	$3,115	$18.87	$3,271	$19.81	$3,434	$20.80	$3,606	$21.84	$3,786
11	$17.46	$3,026	$18.33	$3,177	$19.25	$3,336	$20.21	$3,503	$21.22	$3,678	$22.28	$3,862
12	$17.81	$3,087	$18.70	$3,241	$19.63	$3,403	$20.61	$3,573	$21.64	$3,752	$22.73	$3,939
13	$18.16	$3,148	$19.07	$3,306	$20.03	$3,471	$21.03	$3,645	$22.08	$3,827	$23.18	$4,018
14	$18.53	$3,211	$19.45	$3,372	$20.43	$3,540	$21.45	$3,717	$22.52	$3,903	$23.65	$4,098
15	$18.90	$3,275	$19.84	$3,439	$20.83	$3,611	$21.88	$3,792	$22.97	$3,981	$24.12	$4,180
16	$19.28	$3,341	$20.24	$3,508	$21.25	$3,683	$22.31	$3,868	$23.43	$4,061	$24.60	$4,264
17	$19.66	$3,408	$20.64	$3,578	$21.68	$3,757	$22.76	$3,945	$23.90	$4,142	$25.09	$4,349
18	$20.05	$3,476	$21.06	$3,650	$22.11	$3,832	$23.21	$4,024	$24.38	$4,225	$25.59	$4,436
19	$20.46	$3,545	$21.48	$3,723	$22.55	$3,909	$23.68	$4,104	$24.86	$4,310	$26.11	$4,525
20	$20.86	$3,616	$21.91	$3,797	$23.00	$3,987	$24.15	$4,186	$25.36	$4,396	$26.63	$4,616
21	$21.28	$3,689	$22.35	$3,873	$23.46	$4,067	$24.64	$4,270	$25.87	$4,484	$27.16	$4,708
22	$21.71	$3,762	$22.79	$3,951	$23.93	$4,148	$25.13	$4,356	$26.39	$4,573	$27.70	$4,802
23	$22.14	$3,838	$23.25	$4,030	$24.41	$4,231	$25.63	$4,443	$26.91	$4,665	$28.26	$4,898
24	$22.58	$3,914	$23.71	$4,110	$24.90	$4,316	$26.14	$4,532	$27.45	$4,758	$28.82	$4,996
25	$23.04	$3,993	$24.19	$4,192	$25.40	$4,402	$26.67	$4,622	$28.00	$4,853	$29.40	$5,096
26	$23.50	$4,073	$24.67	$4,276	$25.90	$4,490	$27.20	$4,715	$28.56	$4,950	$29.99	$5,198
27	$23.97	$4,154	$25.16	$4,362	$26.42	$4,580	$27.74	$4,809	$29.13	$5,049	$30.59	$5,302
28	$24.45	$4,237	$25.67	$4,449	$26.95	$4,671	$28.30	$4,905	$29.71	$5,150	$31.20	$5,408
29	$24.93	$4,322	$26.18	$4,538	$27.49	$4,765	$28.86	$5,003	$30.31	$5,253	$31.82	$5,516
30	$25.43	$4,408	$26.70	$4,629	$28.04	$4,860	$29.44	$5,103	$30.91	$5,358	$32.46	$5,626
31	$25.94	$4,497	$27.24	$4,721	$28.60	$4,957	$30.03	$5,205	$31.53	$5,466	$33.11	$5,739
32	$26.46	$4,586	$27.78	$4,816	$29.17	$5,057	$30.63	$5,309	$32.16	$5,575	$33.77	$5,854
33	$26.99	$4,678	$28.34	$4,912	$29.76	$5,158	$31.24	$5,416	$32.81	$5,686	$34.45	$5,971
34	$27.53	$4,772	$28.91	$5,010	$30.35	$5,261	$31.87	$5,524	$33.46	$5,800	$35.14	$6,090
35	$28.08	$4,867	$29.48	$5,111	$30.96	$5,366	$32.51	$5,634	$34.13	$5,916	$35.84	$6,212
36	$28.64	$4,965	$30.07	$5,213	$31.58	$5,473	$33.16	$5,747	$34.81	$6,034	$36.56	$6,336
37	$29.21	$5,064	$30.68	$5,317	$32.21	$5,583	$33.82	$5,862	$35.51	$6,155	$37.29	$6,463
38	$29.80	$5,165	$31.29	$5,423	$32.85	$5,695	$34.50	$5,979	$36.22	$6,278	$38.03	$6,592
39	$30.40	$5,268	$31.91	$5,532	$33.51	$5,808	$35.19	$6,099	$36.95	$6,404	$38.79	$6,724
40	$31.00	$5,374	$32.55	$5,642	$34.18	$5,925	$35.89	$6,221	$37.68	$6,532	$39.57	$6,858
41	$31.62	$5,481	$33.20	$5,755	$34.86	$6,043	$36.61	$6,345	$38.44	$6,662	$40.36	$6,996
42	$32.26	$5,591	$33.87	$5,870	$35.56	$6,164	$37.34	$6,472	$39.21	$6,796	$41.17	$7,136
43	$32.90	$5,703	$34.55	$5,988	$36.27	$6,287	$38.09	$6,602	$39.99	$6,932	$41.99	$7,278
44	$33.56	$5,817	$35.24	$6,108	$37.00	$6,413	$38.85	$6,734	$40.79	$7,070	$42.83	$7,424
45	$34.23	$5,933	$35.94	$6,230	$37.74	$6,541	$39.63	$6,868	$41.61	$7,212	$43.69	$7,572
46	$34.91	$6,052	$36.66	$6,354	$38.49	$6,672	$40.42	$7,006	$42.44	$7,356	$44.56	$7,724
47	$35.61	$6,173	$37.39	$6,481	$39.26	$6,805	$41.23	$7,146	$43.29	$7,503	$45.45	$7,878
48	$36.33	$6,296	$38.14	$6,611	$40.05	$6,942	$42.05	$7,289	$44.15	$7,653	$46.36	$8,036
49	$37.05	$6,422	$38.90	$6,743	$40.85	$7,080	$42.89	$7,434	$45.04	$7,806	$47.29	$8,196
50	$37.79	$6,551	$39.68	$6,878	$41.67	$7,222	$43.75	$7,583	$45.94	$7,962	$48.23	$8,360
51	$38.55	$6,682	$40.48	$7,016	$42.50	$7,366	$44.62	$7,735	$46.86	$8,122	$49.20	$8,528

Classified Salary Schedule
2025-2026 (Minimum Wage in Yellow)

Percentage Increase:	1.00%	Prior Year Step 1	
Statutory Minimum	$16.90	$14.18	

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8	$16.90	$17.27	$18.14	$19.04	$20.00	$21.00
9	$16.90	$17.62	$18.50	$19.43	$20.40	$21.42
10	$17.12	$17.97	$18.87	$19.81	$20.80	$21.84
11	$17.46	$18.33	$19.25	$20.21	$21.22	$22.28
12	$17.81	$18.70	$19.63	$20.61	$21.64	$22.73
13	$18.16	$19.07	$20.03	$21.03	$22.08	$23.18
14	$18.53	$19.45	$20.43	$21.45	$22.52	$23.65
15	$18.90	$19.84	$20.83	$21.88	$22.97	$24.12
16	$19.28	$20.24	$21.25	$22.31	$23.43	$24.60
17	$19.66	$20.64	$21.68	$22.76	$23.90	$25.09
18	$20.05	$21.06	$22.11	$23.21	$24.38	$25.59
19	$20.46	$21.48	$22.55	$23.68	$24.86	$26.11
20	$20.86	$21.91	$23.00	$24.15	$25.36	$26.63
21	$21.28	$22.35	$23.46	$24.64	$25.87	$27.16
22	$21.71	$22.79	$23.93	$25.13	$26.39	$27.70
23	$22.14	$23.25	$24.41	$25.63	$26.91	$28.26
24	$22.58	$23.71	$24.90	$26.14	$27.45	$28.82
25	$23.04	$24.19	$25.40	$26.67	$28.00	$29.40
26	$23.50	$24.67	$25.90	$27.20	$28.56	$29.99
27	$23.97	$25.16	$26.42	$27.74	$29.13	$30.59
28	$24.45	$25.67	$26.95	$28.30	$29.71	$31.20
29	$24.93	$26.18	$27.49	$28.86	$30.31	$31.82
30	$25.43	$26.70	$28.04	$29.44	$30.91	$32.46
31	$25.94	$27.24	$28.60	$30.03	$31.53	$33.11
32	$26.46	$27.78	$29.17	$30.63	$32.16	$33.77
33	$26.99	$28.34	$29.76	$31.24	$32.81	$34.45
34	$27.53	$28.91	$30.35	$31.87	$33.46	$35.14
35	$28.08	$29.48	$30.96	$32.51	$34.13	$35.84
36	$28.64	$30.07	$31.58	$33.16	$34.81	$36.56
37	$29.21	$30.68	$32.21	$33.82	$35.51	$37.29
38	$29.80	$31.29	$32.85	$34.50	$36.22	$38.03
39	$30.40	$31.91	$33.51	$35.19	$36.95	$38.79
40	$31.00	$32.55	$34.18	$35.89	$37.68	$39.57
41	$31.62	$33.20	$34.86	$36.61	$38.44	$40.36
42	$32.26	$33.87	$35.56	$37.34	$39.21	$41.17
43	$32.90	$34.55	$36.27	$38.09	$39.99	$41.99
44	$33.56	$35.24	$37.00	$38.85	$40.79	$42.83
45	$34.23	$35.94	$37.74	$39.63	$41.61	$43.69
46	$34.91	$36.66	$38.49	$40.42	$42.44	$44.56
47	$35.61	$37.39	$39.26	$41.23	$43.29	$45.45
48	$36.33	$38.14	$40.05	$42.05	$44.15	$46.36
49	$37.05	$38.90	$40.85	$42.89	$45.04	$47.29
50	$37.79	$39.68	$41.67	$43.75	$45.94	$48.23
51	$38.55	$40.48	$42.50	$44.62	$46.86	$49.20

Original range 1 step 1 = $8.64

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF 2025-26 CSEA COLLECTIVE BARGAINING TENTATIVE AGREEMENT**

ATTACHMENTS:

AGREEMENT/SALARY SCHEDULE/ SETTLEMENT

FUNDING SOURCE: **VARIOUS GENERAL FUND SOURCES**

DISCUSSION:

The District and CSEA have negotiated and agreed to the following contract changes and minor language modifications for the 2025-2026 school year. This agreement shall be in effect from July 1, 2025 through and including June 30, 2028:
ARTICLE 9: An increase of 1% effective July 1, 2025, one-time off schedule payment of $135, including range modification for Preschool Teacher from range 8-17 to range 22-24 effective December 1, 2025. Language modification to Article 9.1, 9.1.5,9.13.7
ARTICLE 12: $2 base increase to each tier of the professional growth schedule.
ARTICLE 13: Fully paid 80-J plan, $30, Rx 200-10-35
ARTICLE 16: Language modification to Article 16.4.1
ARTICLE 28: Language modification to Article 28.1

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 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 CSEA Bargaining Agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 34

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF (1) NEW FOOD SERVICE UTILITY DRIVER POSITION, (2) FULL TIME SPEECH AND LANGUAGE PATHOLOGIST**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **FOOD SERVICE FUNDS, SPECIAL ED FUNDS, SPECIAL ED PRESCHOOL FUNDS**

DISCUSSION:
The District requests Board approval to add the following new positions:

- **(1) Part-Time Food Service Utility Driver** – 5.5 hours per day / 10 months
  This position will provide coverage when the current driver is unavailable and will assist with warehouse operations, including cleaning duties, receiving orders, inventory management, and breaking down pallets. With the opening of the walk-in refrigerator and freezer at El Monte Middle School and Palm Elementary, an increased volume of orders is being delivered directly to school sites, necessitating additional support.
- **(2) Full-Time Speech and Language Pathologists (SLPs)** – 8 hours per day / 195 days per year
  The goal of adding two SLP positions is to reduce caseload sizes and increase services and support across all grade levels. By hiring two additional SLPs, the District would discontinue its outside contract for one virtual SLP, allowing students to receive in-person services rather than virtual services. Current trends and data indicate that the speech and language needs of students in COJUSD continue to increase at a significant rate, requiring additional staffing to ensure compliance with legally mandated speech and language services provided through students' IEPs.

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 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 new positions.**

PROPOSED ACTION: **APPROVE**

Item #: 35

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **SUNSHINE COUTA'S INITIAL PROPOSAL TO DISTRICT FOR THE 2026-2027 SCHOOL YEAR**

ATTACHMENTS: **COUTA'S INITIAL PROPOSAL TO THE DISTRICT**

FUNDING SOURCE: **N/A**

DISCUSSION:

COUTA PRESENTS INITIAL PROPOSAL TO DISTRICT FOR 2026-2027:

- **Article XX and Article XIX: Salary and Teacher Benefits**
- **Article IX: Hours of Employment**

The association may offer new proposals, counter proposals, withdrawal of proposals and/or other changes to proposals that are responsive to discussions that occur during the negotiations.

The Association is looking forward to meeting with you and reaching an amicable and timely settlement in the best interest of students and educators.

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 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 COUTA's Initial proposal the District.**

PROPOSED ACTION: **SUNSHINE**

Item #: 36

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **SUNSHINE DISTRICT'S INITIAL PROPOSAL TO COUTA FOR THE 2026-2027 SCHOOL YEAR**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION:

DISTRICT PRESENTS INITIAL PROPOSAL TO COUTA FOR 2026-2027:

- **Article XX and Article XIX: Salary and Teacher Benefits**

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 process as may be needed to be responsive to discussions that occur during negotiations.

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 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 District's Initial proposal COUTA.**

PROPOSED ACTION: **SUNSHINE**

Item #: 37

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **RATIFY LOVELL HIGH SCHOOL AND COMMUNITY DAY SCHOOL'S 2025-26 BELL SCHEDULES**

ATTACHMENTS: **LOVELL HIGH SCHOOL AND COMMUNITY DAY SCHOOL'S 2025-26 BELL SCHEDULES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for ratification are Lovell High School and Community Day School's bell schedules, updated to reflect correct passing periods and foggy day schedules.

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 ratify the Updated Lovell and Community Day School's Bell Schedules.**

PROPOSED ACTION: **RATIFY**

Item #: 38

Community Day School Bell Schedule 2025-2026

Regular Schedule

1st Period	07:30 – 08:15
2nd Period	08:15 – 09:00
Brunch	09:00 – 09:10
3rd Period	09:10 – 09:50 Elisa Arellano Sunsie Tumacder this period is only 40 minutes, is that okay?
4th Period	09:55 – 10:40
5th Period	10:40 – 11:25
Lunch	11:25 – 11:55
6th Period	11:55-12:40
7th Period	12:40 – 01:25
8th Period	01:25 – 02:10

Foggy Day Schedule

1st Period	09:00- 09:45
2nd Period	09:45-10:30
Brunch	10:30-10:40
3rd Period	10:40-11:25
4th Period	11:25-12:10
5th Period	12:10-12:55
6th Period	12:55-01:40
Lunch	01:40- 02:00
7th Period	02:00-02:45
8th Period	02:45-03:30

Lovell High School Bell Schedule

Regular Day Schedule		
Monday, Tuesday, Thursday, Friday		
Bell Rings	7:55 AM	
1st Period	8:00 AM	8:48 AM
2nd Period	8:50 AM	9:35 AM
Brunch	9:35 AM	9:45 AM
3rd Period	9:47 AM	10:32 AM
4th Period	10:34 AM	11:19 AM
5th Period	11:21 AM	12:06 PM
Lunch	12:06 PM	12:36 PM
6th Period	12:38 PM	1:23 PM
7th Period	1:25 PM	2:10 PM
8th Period	2:12 PM	2:57 PM

Regular/ Collaboration Day Schedule		
Wednesday		
Bell Rings	9:20 AM	
1st Period	9:25 AM	9:56 AM
2nd Period	9:58 AM	10:29 AM
Brunch	10:29 AM	10:39 AM
3rd Period	10:41 AM	11:12 AM
4th Period	11:14 AM	11:45 AM
5th Period	11:47 AM	12:18 PM
Lunch	12:18 PM	12:48 PM
Advisory	12:50 PM	1:21 PM
6th Period	1:23 PM	1:54 PM
7th Period	1:56 PM	2:27 PM
8th Period	2:29 PM	3:00 PM

Minimum Day		
Bell Rings	7:55 AM	
1st Period	8:00 AM	8:32 AM
2nd Period	8:34 AM	9:06 AM
Brunch	9:06 AM	9:16 AM
3rd Period	9:18 AM	9:50 AM
4th Period	9:52 AM	10:24 AM
5th Period	10:26 AM	10:58 AM
Lunch	10:58 AM	11:28 AM
6th Period	11:30 AM	12:02 PM
7th Period	12:04 PM	12:36 PM
8th Period	12:36 PM	1:08 PM

Assembly Schedule AM		
Bell Rings	7:55 AM	
Check In	8:00 AM	8:02 AM
Assembly AM	8:04 AM	8:57 AM
1st Period	8:59 AM	9:37 AM
2nd Period	9:39 AM	10:17 AM
Brunch	10:17 AM	10:27 AM
3rd Period	10:29 AM	11:07 AM
4th Period	11:09 AM	11:47 AM
5th Period	11:49 AM	12:27 PM
Lunch	12:27 PM	12:57 PM
6th Period	12:59 PM	1:37 PM
7th Period	1:39 PM	2:17 PM
8th Period	2:19 PM	2:57 PM

Assembly PM		
Bell Rings	7:55 AM	
1st Period	8:00 AM	8:38 AM
2nd Period	8:40 AM	9:18 AM
3rd Period	9:20 AM	9:58 AM
Brunch	10:00 AM	10:10 AM
4th Period	10:12 AM	10:50 AM
5th Period	10:52 AM	11:30 AM
6th Period	11:32 AM	12:10 PM
Lunch	12:10 PM	12:40 PM
7th Period	12:42 PM	1:20 PM
8th Period	1:22 PM	2:00 PM
Assembly	2:02 PM	2:57 PM

Career Day		
Bell Rings	7:55 AM	
1st Period Keynote	8:00 AM	8:53 AM
2nd Period	8:55 AM	9:24 AM
3rd Period	9:26 AM	9:55 AM
Brunch	9:55 AM	10:05 AM
4th Period	10:07 AM	10:36 AM
5th Period	10:38 AM	11:07 AM
6th Period	11:09 AM	11:38 AM
Lunch	11:38 AM	12:08 PM
7th Period	12:10 PM	12:39 PM
8th Period	12:41 PM	1:10 PM

Rally AM		
Bell Rings	7:55 AM	
1st Period	8:00 AM	8:42 AM
2nd Period	8:44 AM	9:26 AM
AM Rally	9:28 AM	9:53 AM
Brunch	9:53 AM	10:03 AM
3th Period	10:05 AM	10:47 AM
4th Period	10:49 AM	11:31 AM
5th Period	11:33 AM	12:15 PM
Lunch	12:15 PM	12:45 PM
6th Period	12:47 PM	1:29 PM
7th Period	1:31 PM	2:13 PM
8th Period	2:15 PM	2:57 PM

Rally PM		
Bell Rings	7:55 AM	
1st Period	8:00 AM	8:42 AM
2nd Period	8:44 AM	9:26 AM
Brunch	9:26 AM	9:36 AM
3rd Period	9:38 AM	10:20 AM
4th Period	10:22 AM	11:04 AM
5th Period	11:06 AM	11:48 AM
Lunch	11:48 AM	12:18 PM
6th Period	12:20 PM	1:02 PM
7th Period	1:04 PM	1:46 PM
8th Period	1:48 PM	2:30 PM
PM Rally	2:30 PM	2:57 PM

Foggy Day		
Bell Rings	9:20 AM	
1st Period	9:25 AM	10:02 AM
2nd Period	10:04 AM	10:37 AM
Brunch	10:37 AM	10:47 AM
3rd Period	10:49 AM	11:22 AM
4th Period	11:24 AM	11:57 AM
5th Period	11:59 AM	12:32 PM
Lunch	12:32 PM	1:02 PM
6th Period	1:04 PM	1:37 PM
7th Period	1:39 PM	2:12 PM
8th Period	2:14 PM	2:47 PM

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

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: Yolanda Valdez, Superintendent*

BOARD GOAL:

- ☐ 1. **Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- ☐ 2. **Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
- ☒ 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

Educating Minds, Inspiring Futures
CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

Board of Trustees
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Board President
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Vice President
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Joni Jordan
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Javier Quevedo
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Karen Gonzalez
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Administration
Yolanda Valdez
Superintendent
Shevonne Swanson
Assistant Superintendent
Educational Services

Cutler-Orosi
Joint Unified
School District
12625 Avenue 416
Orosi, CA 93647
Phone
(559) 528-4763
Fax
(559) 528-3132
www.cousd.org

TO: Board of Trustees

FROM: Yolanda Valdez, Superintendent

RE: Personnel Recommendations

DATE: March 12, 2026

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Custodian Bus Driver at Palm Elementary School and El Monte Middle School, effective February 2, 2026.
2. Seasonal Aquatics Manager at Orosi High School, effective June 1, 2026.
3. Custodian Bus Driver at Cutler Elementary School, effective February 10, 2026.
4. Grant Funded R&E Aide at Golden Valley Elementary School, effective February 23, 2026. GRANT FUNDED
5. Avid Tutor at El Monte Middle School, effective February 24, 2026.
6. Custodian Bus Driver at Cutler Elementary School, Palm Elementary School and Golden Valley Elementary School, effective February 26, 2026.
7. Teacher for the 2026-2027 school year, at Orosi High School, pending verification and clearances.
8. Assistant Superintendent of Administrative Services, start date to be determined.

PROMOTIONS/REASSIGNMENTS:

9. from 8-hour Special Education Aide to 7-hour Special Education Aide, effective February 23, 2026.
10. from Behavior Intervention Technician District Wide to RSP Teacher at Lovell/Preschool, effective February 17, 2026.

RESIGNATIONS/RETIREMENTS:

11. Special Education Aide at Orosi High School, resigned effective January 30, 2026.
12. Behavior Intervention Technician at Golden Valley Elementary School, resigned effective February 16, 2026.
13. Science Teacher/Instructional Coach at Orosi High School, resigned effective February 27, 2026.
14. Teacher at Cutler Elementary School, retiring effective June 5, 2026.

Educating Minds, Inspiring Futures

CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

LEAVES: (Statutory – For Informational Purposes):

15. Instructional Aide at Cutler Elementary, on Maternity Leave beginning January 12, 2026 through 6-8 weeks post-partum.
16. Food Service Worker at Cutler Elementary, on Maternity Leave beginning February 18, 2026 through 6-8 weeks post-partum.
17. BCBA at District Wide, on Baby Bonding Leave beginning February 23, 2026 through February 27, 2026.
18. Recreation & Enrichment Aide at Cutler Elementary, on Baby Bonding Leave beginning February 17, 2026 through February 28, 2026.

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Karen Gonzalez
Trustee

Administration
Yolanda Valdez
Superintendent

Sheyenne Swanson
Assistant Superintendent
Educational Services

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Joint Unified
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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CLOSED**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-16: PUBLIC EMPLOYEE DISCIPLINE/DIMISSAL/RELEASE (Government Code Section 54957)**

ATTACHMENTS: **RESOLUTION 2025-2026-16**

FUNDING SOURCE: **N/A**

DISCUSSION:

It is recommended that the Board approve the Resolution of the Non-Reelection of Probationary Certificated Employee.

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 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.**

PROPOSED ACTION: **APPROVE**

Item #: B

RESOLUTION NO. 2025-2026-16

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

In the Matter of the Decision)	RESOLUTION OF NON-REELECTION
Not to Reelect Probationary)	OF PROBATIONARY CERTIFICATED
Certificated Employees)	EMPLOYEES
)	

WHEREAS, Education Code section 44929.21 authorizes the Governing Board to give notice to a probationary certificated employee of the Board's decision to non-reelect the employee for the next succeeding school year to such a position at any time prior March 15th of the employee's second complete consecutive school year of employment by the District;

WHEREAS, the employees whose names are listed in Exhibit A are probationary certificated employees;

WHEREAS, the Governing Board has received a recommendation from the District Superintendent or designee not to reelect the employees whose names are listed on Exhibit A;

WHEREAS, the Governing Board has decided not to reelect the employees listed on Exhibit A for the 2026-2027 school year;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Cutler-Orosi Joint Unified School District hereby authorizes the District Superintendent or the Superintendent's designee to notify the employees whose names are listed on Exhibit A of the Board's decision not to reelect them for the 2026-2027 school year in accordance with the requirements of Education Code sections 44929.21 and other applicable provisions of law. The District Superintendent, or the Superintendent's designee, is further authorized to take any other actions necessary to carry out the intent of this Resolution.

This Resolution was adopted at a meeting of the Cutler-Orosi Joint Unified School District held on the 12th day of March, 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Dated: March 12, 2026

_____
Sandra Williams, Board President

I, Delia Martinez, Clerk of the Board of Trustees of the Cutler-Orosi Joint Unified School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees during its meeting held on the 12th day of March, 2026.

_____
Delia Martinez, Board Clerk

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

EXHIBIT A TO RESOLUTION NO. _____
OF NON-REELECTION OF PROBATIONARY
CERTIFICATED EMPLOYEES

Probationary Certificated Employee(s) with SEID number of:

7296120210

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
March 12, 2026

AGENDA SECTION: **CLOSED**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-17: PUBLIC EMPLOYEE DISCIPLINE/DIMISSAL/RELEASE (Government Code Section 54957)**

ATTACHMENTS: **RESOLUTION 2025-2026-17**

FUNDING SOURCE: **N/A**

DISCUSSION:

It is recommended that the Board approve the Resolution to release and reassign Certificated Administrator.

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 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 Resolution.**

PROPOSED ACTION: **APPROVE**

Item #: B

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

RESOLUTION NO. 2025-2026-17

In the Matter of the Decision to Release and Reassign Certificated Administrator(s)	RESOLUTION OF RELEASE AND REASSIGNMENT OF CERTIFICATED ADMINISTRATOR(S) (Education Code section 44951)

WHEREAS, Education Code section 44951 authorizes the Governing Board to release and reassign administrators provided that notice of release and reassignment is provided to the administrator prior to March 15th and notice of the administrator's actual reassignment is issued by June 30th; and

WHEREAS, the employees whose names are listed in Attachment A attached hereto are certificated administrators who have been employed in the District during the 2025-2026 school year; and

WHEREAS, pursuant to Education Code section 44951, the Governing Board has received a recommendation from the District Superintendent or Superintendent's designee that notices of reassignment be given to the certificated administrator(s) listed on Exhibit A that the administrator(s) **may** be released or reassigned from their current position/positions to another position at the end of the current school year; and

WHEREAS, the Governing Board concurs in said recommendation;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Cutler-Orosi Joint Unified School District hereby authorizes the District Superintendent or the Superintendent's designee to notify the administrator(s) whose name(s) are listed on Exhibit A attached hereto of the Governing Board decision that he/she **may** be released from his/her present assignment(s) for the 2025-2026 school year, and reassigned to another position(s) for the 2026-2027 school year in accordance with Education Code section 44951. The District Superintendent or the Superintendent's designee is further authorized to take any further actions necessary to carry out the intent of this Resolution.

The foregoing Resolution was adopted at a meeting of the Governing Board of the **Cutler-Orosi Joint Unified School District** held on this 12th day of March, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Williams, President
Governing Board
Cutler-Orosi Joint Unified School District
Tulare County, California

I, Delia Martinez, Clerk of the Governing Board of the Cutler-Orosi Joint Unified School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on March 12, 2026.

Delia Martinez, Clerk
Governing Board
Cutler-Orosi Joint Unified School District
Tulare County, California

ATTACHMENT A TO RESOLUTION OF RELEASE AND REASSIGNMENT OF CERTIFICATED ADMINISTRATORS

Certificated Administrator

5329893381

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
February 12, 2026

AGENDA SECTION: **CLOSED-ITEM**

AGENDA ITEM: **STUDENT EXPULSION, SUSPENSION, OR DISCIPLINARY ACTION OR OTHER ACTION INVOLVING PUPIL RECORDS (ED CODE 35146; 48912(B); 48918(C)**

ATTACHMENTS: **EXPULSION LETTER**

FUNDING SOURCE: **N/A**

DISCUSSION:
The following are Student Expulsion, Suspension, or Disciplinary Action or Other Action Involving Pupil Records (ED Code 35146; 48912(b); 48918(c). The following cases are presented for discussion during the closed session. Action will be taken upon reconvening to the open session.

Recommendations - Case Number/s:

- 2024-2025-02 – Suspended Expulsion

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 case recommendation.**

PROPOSED ACTION: **APPROVE**

Item #:

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

Administration
Yolanda Valdez
Superintendent

Shevonne Swanson
Assistant Superintendent Educational Services

Date: February 25, 2026

To: Micaela Macareno, Executive Assistant to the Superintendent

From: Elisa Arellano, Secretary to Student Services & Categorical Programs

CC: Sunsie Tumacder, Director of Accountability, Student Services and Categorical Programs.

Re: Expulsion(s) 1 cases are being recommended for Suspension Expulsion. Request for the items to be added for March 12, 2026 board meeting.

Case Number:	**Expulsion Recommendation: What type of Expulsion?**
2025-2026-02	Suspended Expulsion

Thank you,

Sunsie Tumacder

Cutler-Orosi Joint Unified School District

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