

Cutler-Orosi Joint Unified School District
Regular Meeting of the Board of Trustees
Thursday, April 9, 2026
Open Session: 5:30 p.m. - Closed Session 6:30 p.m.

Meeting Location:
Orosi High School – Gym
41815 Road 128
Orosi, CA 93647
(559) 528-4763

REGULAR BOARD MEETING AGENDA

ROLL CALL AND ESTABLISHMENT OF QUORUM

	<u>Present</u>	<u>Absent</u>
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:

Yolanda Valdez _____
Shevonne Swanson _____
Sunsie Tumacder _____
Faith Price _____
Raffi Soghomonian _____
Lisa Castillo _____
Antonio Quintanilla _____

Linda Montemayor _____
Jayboy Camaquin _____
Ray Quintana _____
Leanne Cerda _____
Veronica Raigoza _____
Laura Gonzalez _____
Jody Rush _____
Micaela Macareno _____

School Site Administration:

Oscar Villaseñor _____
Victoria Guzman _____
Dr. Larissa Goosev _____
Dr. Diana Vides _____
Melissa Delgadillo _____
Yovana Castillo _____
COUTA Representative _____
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:

- **Orosi High School Programs Presentation**

Student Board Report:

- **Alt. Ed. Program Student Board Report**

RECESS

Motion for recess made by: _____

Motion Seconded by: _____

Recess called _____ p.m.

_____/_____/_____

Yes No Abstain

Recess closed at _____ p.m.

PUBLIC COMMENTS FOR CONSENT/ CURRICULUM & INSTRUCTION AND ADMINISTRATIVE /ORGANIZATIONAL ITEMS INCLUDED ON THE AGENDA:

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

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CONSENT ITEMS

<u>Item #</u>	<u>Page #</u>	<u>Description</u>	<u>Goal #</u>
1	13-26	Minutes of the Regular Board Meeting Dated March 12, 2026	3
2	27-36	Accounts Payable Total Payments Report Dated February 27, 2026, Through March 25, 2016	1, 2, 3
3	37-40	Budget Revision # 9	1, 2, 3
4	41-43	March Cash Balance Report	1, 2, 3
5	44-45	Approve Services for Adult Education from Valley Regional Occupational Program	2
6	46-52	Approve Document Tracking Services (DTS) License Agreement	3
7	53-55	Approval of Second Amendment to Tulare County Agreement No. 32087	3
8	56-62	Approve Memorandum of Understanding for 6 crickets	1, 3
9	63-70	Approval of Tulare County Office of Education Agency Agreement No. 270064 for 2026-2027 ERS Library Media Services	1, 2, 3
10	71-75	Approve Memorandum of Understanding for Big Brothers Big Sisters of Central California Big Brothers Big Sisters of Central California – Summer Program	1, 2
11	76-82	Approve Memorandum of Understanding for Big Brothers Big Sisters of Central California Program	1, 3
12	83-90	Approval of Orosi High School’s Graduation Fireworks Show	1
13	91-98	Approval of Alternative Education’s Graduation Fireworks Show	1
14	99-101	Interdistrict Transfer Lists	1, 3
15	102-108	Approve Out of State 2026 National Mariachi Workshops	1, 2
16	109-111	Ratify Teachtown Student Equity Quote	1, 2, 3
17	112-114	Approve Riverside Insights WJV – Unlimited Subscription	3
18	115-125	Approve Sunbelt Services Agreement	3
19	126	Additions to Contractor Prequalification List	3

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CONSENT ITEMS – continued

- | | | | |
|----|---------|--|------|
| 20 | 127-146 | Approve Updated Board Policy and Administrative Regulation 5144.1:
Suspension and Expulsion/Due Process | 1, 3 |
| 21 | 147-150 | Approve Updated Board Policy and Administrative Regulation 5145.12:
Search and Seizure | 1, 3 |
| 22 | 151-154 | Approve Updated Board Policy and Administrative Regulation 5145.2:
Freedom of Speech and Expression | 1, 3 |
| 23 | 155-162 | Approve Updated Board Policy and Administrative Regulation 6142.7:
Physical Education and Activity | 1, 3 |
| 24 | 163-168 | Approve Updated Board Policy 6146.1: High School Graduation
Requirements | 1, 3 |
| 25 | 169-172 | Approve Updated Administrative Regulation 6173.2: Education of Children
in Military Families | 1, 3 |

Motion to approve Item #1- 25 made by: _____

Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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CURRICULUM/ INSTRUCTION ITEMS

<u>Item #</u>	<u>Page #</u>	<u>Description</u>	<u>Goal #</u>
26	173	April Curriculum and Instruction Report Motion to approve Item #26 made by: _____ Motion Seconded by: _____ _____ / _____ / _____ Yes No Abstain	1
27	174-185	Approval of New TK-8 Mathematics Curriculum: Classroom Mathematics California by I-Ready Motion to approve Item #27 made by: _____ Motion Seconded by: _____ _____ / _____ / _____ Yes No Abstain	1, 2, 3
28	186	Approve Proposed Early Graduates Motion to approve Item #28 made by: _____ Motion Seconded by: _____ _____ / _____ / _____ Yes No Abstain	1

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ADMINISTRATIVE/ ORGANIZATIONAL ITEMS

<u>Item #</u>	<u>Page #</u>	<u>Description</u>	<u>Goal #</u>
29	187-197	Classified Negotiations Salary Settlement Agreement Disclosure Motion to approve Item #29 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	1, 2, 3
30	198	Public Hearing to Adopt the Districts Initial Proposal to COUTA for the 2026-2027 School Year Hearing Start Time: _____ Hearing End Time: _____	3
31	199	Accept the Districts Initial Proposal to COUTA for the 2026-2027 School Year Motion to approve Item #31 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	3
32	200-201	Public Hearing to Accept COUTA's Initial Proposal to the District for the 2026-2027 School Year Hearing Start Time: _____ Hearing End Time: _____	3
33	202	Accept COUTA's Initial Proposal to the District for the 2026-2027 School Year Motion to accept Item #33 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	3
34	203-209	Approval of Assistant Superintendent's Contract Motion to approve Item #34 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	3

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ADMINISTRATIVE/ORGANIZATIONAL ITEMS – continued

- | | | | |
|----|---------|--|------|
| 35 | 210 | Approval of Variable Term Waiver for Angelica Avalos Acosta

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

_____ / _____ / _____
Yes No Abstain | 3 |
| 36 | 211 | Approval of (1) 8 Hour Outreach Aide

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

_____ / _____ / _____
Yes No Abstain | 3 |
| 37 | 212-326 | Approval of Purchase – School Buses with Piggyback Bid – Hemet USD
#Pur2024-01

Motion to approve Item #38 made by: _____
Motion Seconded by: _____

_____ / _____ / _____
Yes No Abstain | 1 |
| 38 | 327-328 | First Reading of New Board Policy 5131.8 – Mobile Communication Devices

Motion to accept Item #38 made by: _____
Motion Seconded by: _____

_____ / _____ / _____
Yes No Abstain | 1, 3 |
| 39 | 329-331 | First Reading of New Administrative Regulation 6146.3: Reciprocity of
Academic Credit

Motion to accept Item #39 made by: _____
Motion Seconded by: _____

_____ / _____ / _____
Yes No Abstain | |

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ADMINISTRATIVE/ORGANIZATIONAL ITEMS – continued**40 332-333 First Reading of New Board Policy 6146.3: Reciprocity of Academic Credit**

Motion to accept Item #40 made by: _____

Motion Seconded by: _____

_____/_____/_____
Yes No Abstain**41 334-335 First Read of New Board Policy 6173.2: Education of Children in Military Families**

Motion to accept Item #41 made by: _____

Motion Seconded by: _____

_____/_____/_____
Yes No Abstain**42 336-337 First Reading of New Administrative Regulation of 6173.3: Education for Juvenile Court School Students****1, 3**

Motion to accept Item #42 made by: _____

Motion Seconded by: _____

_____/_____/_____
Yes No Abstain**43 338-341 First Reading of New Board Policy 6173.4: Education for American Indian Students****1, 3**

Motion to approve Item #43 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

Item A
Page(s)
342-343

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

Goal
3

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Grant Funded Educational Social Worker, El Monte Middle School, effective April 7, 2026. GRANT FUNDED
2. Teacher for the 2026-2027 school year, pending verification and clearances.
3. Teacher for the 2026-2027 school year, pending verification and clearances.
4. Teacher for the 2026-2027 school year, pending verification and clearances.
5. Teacher for the 2026-2027 school year, pending verification and clearances.

PROMOTIONS/REASSIGNMENTS:

6. from Preschool Teacher to Teacher for the 2026-2027 school year, pending verification and clearances.

RESIGNATIONS/RETIREMENTS:

7. Office Assistant 1 at El Monte Middle School, resigned effective April 7, 2026.
8. Lead Custodian at Cutler Elementary School, retiring effective April 30, 2026.
9. Teacher at Palm Elementary School, retiring effective June 30, 2026
10. Teacher at Cutler Elementary School, resigning effective June 30, 2026.
11. Teacher at Cutler Elementary School, resigning effective June 5, 2026.

LEAVES: (Statutory – For Informational Purposes):

12. Outreach Aide at District Wide, on Maternity Leave beginning March 17, 2026, through 6-8 weeks post-partum.
13. Counselor at Orosi High School, on Baby Bonding Leave beginning April 17, 2026, through May 28, 2026.
14. School Psychologist at Cutler Elementary, on Baby Bonding Leave beginning April 7, 2026, through April 20, 2026.

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

_____/_____/_____

Yes No Abstain

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

344-347 • Resolution No. 2025-2026-18 – Non-Reelection of Probationary Certificated Employees – SEID 6630370499

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)**

District Designated Representatives: Yolanda Valdez
Sunsie Tumacder
Dr. Ken Caves

Employee Organization: COUTA
CSEA Chapter #253

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

Adjournment to Open Session:

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

Motion Seconded by: _____

Yes No Abstain

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REPORTING OF CLOSED-SESSION ITEMS

<u>Item A</u>	Personnel (Gov. Code 54957): The Board will meet to consider Public Employee Appointment/Employment for the position(s) of:	3
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EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

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LEAVES: (Statutory – For Informational Purposes):

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14. School Psychologist at Cutler Elementary, on Baby Bonding Leave beginning April 7, 2026 through April 20, 2026.

<u>Item B</u>	Public Employee Discipline/Dismissal/Release, G.C. 54957	3
	<ul style="list-style-type: none"> • Resolution No. 2025-2026-18 – Non-Reelection of Probationary Certificated Employees – SEID 6630370499 	

<u>Item C</u>	Conference with Labor Negotiators – Gov. Code Section 54957.6, 3549.1 – (Non-Action discussion item only)	3
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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 23, 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
April 9, 2026

AGENDA SECTION: **CONSENT**

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

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

FUNDING SOURCE: **N/A**

DISCUSSION:

A Regular Meeting of the Board of Trustees was held March 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.

☒

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 March 12, 2026.

PROPOSED ACTION:

APPROVE

Item #: 1

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

MINUTES OF THE BOARD OF TRUSTEES REGULAR BOARD MEETING

Regular
Type of Meeting

5:30 p.m.
Time

Thursday, March 12, 2026
Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees

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

District Administration

Yolanda Valdez
Shevonne Swanson
Sunsie Tumacder
Faith Coleman
Raffi Soghomonian
Lisa Castillo
Pabely Rodriguez

Antonio Quintanilla
Linda Montemayor
Jayboy Camaquin
Ray Quintana
Leanne Cerda
Veronica Raigoza
Laura Gonzalez
Jody Rush

School Site Administration

Oscar Villasenor
Victoria Guzman
Dr. Larissa Goosev
Dr. Diana Vides
Melissa Delgadillo
Yovana Castillo
COUTA Representative
CSEA Representative

ALL TO ORDER

Board President Sandra Williams called the meeting to order at 5:33 p.m.

Pledge of Allegiance:

Trustee Karen Gonzalez led the Flag Salute.

Superintendent Presentations/ Reports – Non-Action Items

Superintendent Valdez introduced Alternative Education Administrator Victoria Guzman who provided a presentation on the programs and activities throughout the alternative schools.

- **Alternative Education Program Presentation**

The following students and staff were recognized:

Lovell High School Students: Ruby Figueroa, Chris Araujo, Vanessa Gamez
Esperanza High School: Blanca Rodriguez
Lovell High School Parent: Brittany Diaz
Classified Employee: Monique Romero
Certificated Employee: Julia Medina

- **Orosi High School Presentation**

Orosi High School Student Board Representative Michelle Avila presented OHS past, current and upcoming event and programs activities at Orosi High School.

- **AI Guidelines Presentation**

Superintendent Valdez provided a presentation on the process of preparing the AI Guidelines and provided the Board with the AI Guidelines Handbook for review. She reviewed how AI was being used throughout the district and the need for the guidelines. Family Education Center Manager Maritza Gonzalez shared on the AI classes offered in the adult education programs and invited the Board to some day attend one of the offered courses. IT Director Ray Quintana shared about the online AI hub available on the district website.

Public Comments:

Board president Sandra Williams opened the public comments section of the meeting. district employee and CSEA member Araceli Vasquez commented on her concerns regarding the Board Members and the Superintendent traveling to Puerto Rico. She asked how they could use funds for this conference and use them for students. Superintendent Valdez explained funds were allocated specifically for professional development. She stated those were the funds being used for the conference.

Consent Items:

- 1 Minutes of the Special Board Meeting
Dated February 6-7, 2026
- 2 Minutes of the Regular Board Meeting
Dated February 12, 2026

No additional Comments were presented.

- 3 Minutes of the Special Board Meeting
Dated March 5, 2026
- 4 Accounts Payable Total Payments Report
Dated January 29, 2026, through
February 26, 2026
- 5 February Cash Balance Report
- 6 Budget Revision # 8
- 7 Approve Work Based Learning (WBL):
Cal Poly Sant Rosa Creek Science
Research Mentor Project (SRMP) STEM
Excursion #2
- 8 Approval of Orosi High School Student
Overnight Student Overnight Field Trip
to James Logan High School in Union
City, CA for Speech and Debate
Competition
- 9 Approval of Out of State Conference
Attendance to Puerto Rico Initiative 2026
– International Future of Education
Conference for Yolanda Valdez, Jonathan
Lewis, Marisol Rubalcaba and Javier
Quevedo
- 10 Addition of Contractors to District's Cost
Accounting Prequalification List
(CUPCCAA)
- 11 Addition of Contractors to the District
Cost Accounting Prequalification List
- 12 Interdistrict Transfer Request List
- 13 Approve Growthpoint Technologies
Services Agreement for Esperanza High
School and Community Day School
- 14 Approve of 2026-2027 AVID Agreement
- 15 Ratify Agreement for Special Services
Between the District and Caves and
Associates for Management Consultants –
Labor Relations

A motion was made by Trustee Javier Quevedo seconded by Trustee Karen Gonzalez to approve Items #1-15. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

Curriculum/Instruction Items:

- 16 March Curriculum and Instruction
Report

Categorical Program Sunsie Tumacder provided an update report on the District LCAP. She informed the LCAP was a three-year plan that describes the district's goals, actions, services and expenditures. She informed the LCAP was created to support positive student outcomes that align with the State and local priorities. She informed part of the LCAP was to gather input from students, parents, staff and community and educational partners to see what the needs are. She stated the

district also wanted to build capacity to better address the needs. She stated the educational partners and governance groups were as follows: parents, students, teachers/staff, leadership, unions, community, PAC Committee and DELAC Committee. She stated the LCAP process was reviewed with all the partners and feedback was obtained from all groups. She invited the Board to provide their input so that they can include in the preparation process for the next plan.

A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Items #16. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

17 Ratify 2026-2027 District Calendar

Board President Williams presented Item #17. Mrs. Swanson informed the district calendar had been updated to reflect the corrected summer school dates.

A motion was made by Trustee Karen Gonzalez seconded by Trustee Joni Jordan to approve Items #17. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

18 Approved Proposed Early Graduates

Board President Williams presented Item #18. Mrs. Swanson informed 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.

A motion was made by Trustee Javier Quevedo seconded by Trustee Karen Gonzalez to approve Items #18. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

Administrative/Organizational Items:

- | | | |
|----|---|---|
| 19 | 2025-2026 Cutler-Orosi Joint Unified School District Strategic Plan | <p>Board President Williams presented Item #19. Assistant Superintendent Shevonne Swanson informed the Strategic Plan was now being presented for final approval after many months of preparation. She informed it was a collaborative process where they gathered input from everyone.</p> <p><u>A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Items #19. The motion was approved with a vote of 5 to 0 with the votes as follows:</u></p> <p>Sandra Williams – Yes
 Marisol Rubalcaba – Absent
 Delia Martinez – Absent
 Mary Helen Espino – Yes
 Joni Jordan – Yes
 Javier Quevedo – Yes
 Karen Gonzalez – Yes</p> |
| 20 | 2025-2026 Board Governance Handbook | <p>Board President Williams presented Item #20. Superintendent Valdez informed at the recent Board Study Session the handbook had been reviewed and regulations and policies had been updated. She stated the handbook had been updated to reflect the changes and to be consistent with the Strategic Plan.</p> <p><u>A motion was made by Trustee Karen Gonzalez seconded by Trustee Javier Quevedo to approve Items #20. The motion was approved with a vote of 5 to 0 with the votes as follows:</u></p> <p>Sandra Williams – Yes
 Marisol Rubalcaba – Absent
 Delia Martinez – Absent
 Mary Helen Espino – Yes
 Joni Jordan – Yes
 Javier Quevedo – Yes
 Karen Gonzalez – Yes</p> |
| 21 | 2025-2026 Second Interim Report | <p>Board President Williams presented Item #21. Chief Financial Officer Faith Coleman provided a presentation on the Second Interim Report. She informed the Interim Reports are designed to keep the Board of Education, the public, County Office of Education and the California Department of Education informed of the District's financial position as the year progresses. She stated this was the second report for 2025-26. The financial data in this report is as of January 31st and includes any changes that have occurred since 1st Interim (October 31st). She stated the district will receive a letter from TCOE noting approval or disapproval of this report. She stated there had been some changes since the 1st Interim Report such as the Local Control Funding Formula (LCFF) was increased \$110k due to increased UPP % (.32%), federal revenues increased \$650k due to the receipt of Save the Children Grant & Mental Health Interim funds, local revenues increased \$200k due to the receipt of Medi-Cal funds received and expenditures have been increased to reflect the increases in revenue and any program changes. She reviewed the district revenues and expenditures and noted the following items for consideration: continued declining enrollment, increases due to inflation, that may become worse (oil costs), State revenues are higher than projection. One positive item to note was that the district just received \$1m Student Support Block Grant which allows for PD, recruitment & retention along with addressing rising costs. She informed the next budget items are the May Revise which will give us an idea of the Prop 98 guarantee, statutory COLA for 26-27 and any important program changes. (Current projection is 2.4%), the 2025-26 Estimated Actuals & 2026-27 Budget will come to you in June.</p> |

No additional comments were presented.

A motion was made by Trustee Karen Gonzalez seconded by Trustee Mary Helen Espino to approve Items #21. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

22 Approval of Close-Out Performance
 Audit – Palm Elementary School

Board President Williams presented Item #22. Mr. Soghomonian informed the Board the 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.

A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to approve Items #22. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

23 Approval of Close-Out Performance
 Audit - Golden Valley Elementary
 School

Board President Williams presented Item #23. Mr. Soghomonian informed the item was the same as the previous item but for Golden Valley Elementary School. he stated it also presented the School Facilities Program Close-Out Performance Audit for the Golden Valley Elementary School Modernization Project. 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. No additional comments were presented.

A motion was made by Trustee Joni Jordan seconded by Trustee Karen Gonzalez to approve Items #23. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

24 Approval of Submission of Application for California Department of Education License Exempt Classroom	<p>Karen Gonzalez – Yes</p> <p>Board President Williams presented Item #24. Assistant Superintendent Shevonne Swanson informed 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.</p> <p><u>A motion was made by Trustee Karen Gonzalez seconded by Trustee Mary Helen Espino to approve Items #24. The motion was approved with a vote of 5 to 0 with the votes as follows:</u></p> <p>Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes</p>
25 Second Reading and Adoption of New Board Policy 0441 – Artificial Intelligence	<p>Board President Williams presented Item #25. Mrs. Swanson informed the following two policies had been presented for 1st reading and were now being presented for adoption.</p> <p><u>A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Items #25. The motion was approved with a vote of 5 to 0 with the votes as follows:</u></p> <p>Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes</p>
26 Second Reading and Adoption of New Board Policy 6142.94 – Social Science Instruction	<p><u>A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Items #26. The motion was approved with a vote of 5 to 0 with the votes as follows:</u></p> <p>Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes</p>
27 Public Hearing for Developer Fee Increase	<p>Board President Williams presented Item #27 opened a public hearing at 7:24 pm.</p> <p>Mr. Soghomonian informed the public hearing was for 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</p>

- 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.
No additional comments were presented.
- 28 Resolution No. 2025-2026-14 for Developer Fee Increase
- The hearing closed at 7:25pm.
- Board president Williams presented Item #29. Mr. Soghomonian informed the resolution was required for the developer fee increase.
- A motion was made by Trustee Joni Jordan seconded by Trustee Karen Gonzalez to approve Items #28. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:
- Sandra Williams – Yes
Marisol Rubalcaba – Absent
Delia Martinez – Absent
Mary Helen Espino – Yes
Joni Jordan – Yes
Javier Quevedo – Yes
Karen Gonzalez – Yes
- 29 Resolution No. 2025-2026-15 for Authorization to Submit Career Technical Education (CTE) Facilities Programs Applications
- Board President Williams presented Item #29. Mr. Soghomonian informed 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), Agriculture & Natural Resources, Engineering & Architecture, Health Science & Medical Technology. He stated 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
- A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to approve Items #29. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:
- Sandra Williams – Yes
Marisol Rubalcaba – Absent
Delia Martinez – Absent
Mary Helen Espino – Yes
Joni Jordan – Yes
Javier Quevedo – Yes
Karen Gonzalez – Yes
- 30 Resolution No. 2025-2026-16 for State Career Technical Educational Facilities Program (CTEFP)
- Board President Williams presented Item #30. Mr. Soghomonian informed The Cutler-Orosi Joint Unified School District is requesting approval of a resolution authorizing the submission of SAB 50-10 applications to the Office of Public School Construction for two CTE projects at Orosi High School and the construction of a CTE Building for the Health Science and Medical Technology, and Engineering and Architecture industry sectors and the construction of a CTE building for the Agriculture and Natural Resources program. The District has received eligible scores under the Career Technical Education Facilities Program 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.

A motion was made by Trustee Karen Gonzalez seconded by Trustee Javier Quevedo to approve Item #30. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:

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

31 Approval of Architectural Services Agreement With Teter for New Natural Resources Career Technical Educational Building

Board President Williams presented Item #31. Mr. Soghomonian informed in August 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. 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.

A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Item #31. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:

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

32 Approval of Lease Agreement with County of Tulare for Women Infant Children Program Facility Use

Board President Williams presented Item #32. Mr. Soghomonian informed The current lease agreement with the County of Tulare for WIC expired August 31, 2025, and is currently operating under a month-to-month holdover. The proposed agreement establishes a new three-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, and standard termination provisions.

A motion was made by Trustee Karen Gonzalez seconded by Trustee Joni Jordan to approve Item #32. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:

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

- | | | |
|----|--|--|
| 33 | Public Hearing of 2025-2026 CSEA Collective Bargaining Tentative Agreement | <p>Board President Williams Opened a Public Hearing at 7:31 pm for the CSEA Collective Bargaining Tentative Agreement. Superintendent Valdez informed the District and CSEA have negotiated and agreed on contract changes and minor language modifications for the 2025-2026 school year. The agreement shall be in effect from July 1, 2025 through and including June 30, 2028, with the following changes:</p> <p>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</p> <p>Article 12: \$2 base increase to each tier of the professional growth schedule.</p> <p>Article 13: Fully paid 80-J plan, \$30, Rx 200-10-35</p> <p>Article 16: Language modification to Article 16.4.1</p> <p>Article 28: Language modification to Article 28.1.</p> <p>No additional comments were presented.</p> <p>President Williams closed the hearing at 7:33 pm.</p> |
| 34 | Approval of 2025-2026 CSEA Collective Bargaining Agreement | <p>Board President Williams presented Item #34. Superintendent Valdez informed after the hearing the agreement was now presented for approval.</p> <p><u>A motion was made by Trustee Javier Quevedo seconded by Trustee Karen Gonzalez to approve Item #34. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:</u></p> <p>Sandra Williams – Yes
 Marisol Rubalcaba – Absent
 Delia Martinez – Absent
 Mary Helen Espino – Yes
 Joni Jordan – Yes
 Javier Quevedo – Yes
 Karen Gonzalez – Yes</p> |
| 35 | Approval of (1) New Food Services Utility Driver Position, (2) Full Time Speech and Language Pathology | <p>Board President Williams Presented Item #35. Superintendent Valdez informed the Food Services Department was requesting a part-time position to provide extra support when needed throughout the sites. He stated the Special services department was adding two full-time Speech and Language Pathologists to the department so they would no longer need to outsource the services.</p> <p><u>A motion was made by Trustee Joni Jordan seconded by Trustee Karen Gonzalez to approve Item #35. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:</u></p> <p>Sandra Williams – Yes
 Marisol Rubalcaba – Absent
 Delia Martinez – Absent
 Mary Helen Espino – Yes
 Joni Jordan – Yes
 Javier Quevedo – Yes
 Karen Gonzalez – Yes</p> |
| 36 | Sunshine COUTS's Initial Proposal to the District for the 2026-2027 School Year | <p>Board President William presented Item #36. Superintendent Valdez informed the negotiations process was going to begin for the new school year, and the following items were presented by COUTA for discussion in the negotiations process:</p> <p>COUTA Presents Initial Proposal To District For 2026-2027:</p> |

- Article XX and Article XIX: Salary and Teacher Benefits
- Article IX: Hours of Employment

A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to approve Item #36. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:

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

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

Board President Williams presented Item #37. Superintendent Valdez informed that just as COUTA presented their items for discussion to the District the District also presents there to COUTA. She informed the following items was the item presented.

District Presents Initial Proposal To COUTA For 2026-2027:
 • Article XX and Article XIX: Salary and Teacher Benefits

A motion was made by Trustee Karen Gonzalez seconded by Trustee Joni Jordan to approve Item #35. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:

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

- 38 Ratify Lovell High School And Community Day School's 2025-2026 Bell Schedule

Board President Williams Presented Item #38. Assistant Superintendent Shevonne Swanson informed the Item was presented to reflect the correct instructional minutes due to changes made after the foggy day schedules that took place during the recent foggy days.

A motion was made by Trustee Javier Quevedo seconded by Trustee Karen Gonzalez to approve Item #38. The motion was approved with a roll call vote of 5 to 0 with the votes as follows:

Sandra Williams – Yes
 Marisol Rubalcaba – Absent
 Delia Martinez – Absent
 Mary Helen Espino – Yes
 Joni Jordan – Yes
 Javier Quevedo – Yes
 Karen Gonzalez – 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 the public for their comments.

Adjourn to Closed Session:

A motion was made by Trustee Joni Jordan, seconded by Trustee Karen Gonzalez to adjourn to Closed Session at 7:46 p.m. The Motion was approved with the following vote of 5 to 0 with the votes as follows:

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

Reconvene to Open Session:

A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to Reconvene to Open Session at 8:10 p.m. The Motion was approved with the following vote of 5 to 0 with the votes as follows:

Sandra Williams – Yes
 Marisol Rubalcaba – Absent
 Delia Martinez – Absent
 Mary Helen Espino – Yes
 Joni Jordan – Yes
 Javier Quevedo – Yes
 Karen Gonzalez – 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. Arturo Cazares Avila, Custodian Bus Driver at Palm Elementary School and El Monte Middle School, effective February 2, 2026.
2. Antonio Diaz, Seasonal Aquatics Manager at Orosi High School, effective June 1, 2026.
3. Roberto Duran Jr., Custodian Bus Driver at Cutler Elementary School, effective February 10, 2026.
4. Ana Medina Leon, Grant Funded R&E Aide at Golden Valley Elementary School, effective February 23, 2026. GRANT FUNDED
5. Ayra Agluba, Avid Tutor at El Monte Middle School, effective February 24, 2026.
6. Erik Jacoboa, Custodian Bus Driver at Cutler Elementary School, Palm Elementary School and Golden Valley Elementary School, effective February 26, 2026.
7. Kalobe Jimenez, Teacher for the 2026-2027 school year, at Orosi High School, pending verification and clearances.

PROMOTIONS/REASSIGNMENTS:

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

RESIGNATIONS/RETIREMENTS:

10. Beatriz Zapien, Special Education Aide at Orosi High School, resigned effective January 30, 2026.
11. Sierra Davis, Behavior Intervention Technician at Golden Valley Elementary School, resigned effective February 16, 2026.
12. Ann Marie Fernandez, Science Teacher/Instructional Coach at Orosi High School, resigned effective February 27, 2026.

13. Aurora Ortega, Teacher at Cutler Elementary School, retiring effective June 5, 2026.

LEAVES: (Statutory – For Informational Purposes):

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

A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to approve the Personnel Letter items as presented. The motion was approved with a vote of 5-0 with the votes as follows:

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

Item B – Discipline/Dismissal/Release

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

Board President Williams informed Resolution No. 2025-2026-16 was pulled from the agenda as the employee had resigned prior to the board meeting and therefore did not need approval of the resolution.

A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Resolution No. 2025-2026-17. The motion was approved with a vote of 5-0 with the votes as follows:

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

- Case # 2025-2026-02 – Suspended Expulsion

Upon reconvening to Open Session, a motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Case 2025-2026-02 – Suspended Expulsion as noted prior to Closed Session. The motion was approved with a vote of 5 to 0 with the votes as follows:

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

Comments:

No added comments were presented.

Adjournment:

A motion was made by Trustee Joni Jordan seconded by Trustee Karen Gonzalez to adjourn the meeting at 8:14 p.m. The Motion was approved with the following vote of 5 to 0 with the votes as follows:

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

Respectfully Submitted

Yolanda Valdez, Superintendent (MM)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **ACCOUNTS PAYABLE TOTAL PAYMENTS
REPORT DATED FEBRUARY 27, 2026 THROUGH
MARCH 25, 2026**

ATTACHMENTS: **TOTAL PAYMENTS REPORT & SUMMARY**

FUNDING SOURCE: **N/A**

DISCUSSION:

Attached is the Accounts Payable Total Payments Report. The report is dated February 27, 2026 through March 25, 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 #: 2

8

Cutler-Orosi Jt. Unified School District

Total Payments Report

Report Date: 03/25/2026

Page 1 of 8

Summary

10:15:44AM

Date Paid between 02/27/2026 and 03/25/2026

Vendor No.	Vendor Name	Ven. Type	1099	Amount
1407	CUTLER-OROSI UNIF. SCHOOL (P)	09	00	Total Payment Amount: \$5,060.00 *
2257	FRONTIER COMMUNICATIONS	00	00	Total Payment Amount: \$546.45 *
4237	OROSI PUBLIC UTILITY DIST. (0)	09	00	Total Payment Amount: \$7,428.28 *
4269	P G & E	03	00	Total Payment Amount: \$86,131.35 *
4325	CLINES BUSINESS EQUIPMENT INC.	03	00	Total Payment Amount: \$24,826.61 *
4372	PENAS DISPOSAL SERVICE INC.	03	00	Total Payment Amount: \$13,517.93 *
5388	GAS COMPANY, THE	03	00	Total Payment Amount: \$15,789.09 *
11714	DINUBA LUMBER (6)	03	00	Total Payment Amount: \$993.36 *
11851	CUTLER PUBLIC UTILITY	09	00	Total Payment Amount: \$1,621.68 *
12284	CAVES & ASSOCIATES	02	06	Total Payment Amount: \$1,500.00 *
13237	CACHU, GLORIA	00	00	Total Payment Amount: \$24.15 *
13418	LEES SERVICE	03	00	Total Payment Amount: \$2,104.10 *
13576	ABE-EL WHOLESALE, INC.	03	00	Total Payment Amount: \$29,654.80 *
14036	EWING IRRIGATION PRODUCTS	03	00	Total Payment Amount: \$9,396.11 *
15790	GOPHER SPORT	03	00	Total Payment Amount: \$7,095.48 *
16918	CLASSIC CHARTER	03	00	Total Payment Amount: \$3,912.41 *
17821	YETTEM SEWER	00	00	Total Payment Amount: \$133.50 *
18594	BATTERY SYSTEMS	00	00	Total Payment Amount: \$2,408.18 *
19008	ODP BUSINESS SOLUTIONS,LLC	09	00	Total Payment Amount: \$3,798.57 *
19177	LAKESHORE LEARNING MATERIALS	03	00	Total Payment Amount: \$357.25 *
19216	CSET	03	00	Total Payment Amount: \$2,569.27 *
19420	PRODUCERS	03	00	Total Payment Amount: \$35,424.17 *
19430	GOLD STAR FOODS	03	00	Total Payment Amount: \$46,482.36 *
19438	SYSCO FOODSERVICES OF	03	00	Total Payment Amount: \$161,631.57 *
19439	CULLIGAN	03	00	Total Payment Amount: \$69.00 *
19707	APPLE COMPUTER INC	00	00	Total Payment Amount: \$3,442.79 *
19710	POSITIVE PROMOTIONS	03	00	Total Payment Amount: \$411.07 *
19719	SAN JOAQUIN PEST CONTROL OF	03	00	Total Payment Amount: \$4,200.00 *
19773	JENSEN & PILEGARD	03	00	Total Payment Amount: \$1,448.37 *
20287	MEDICAL BILLING TECHNOLOGIES	05	05	Total Payment Amount: \$26,894.28 *
20356	JOSTENS	00	00	Total Payment Amount: \$4,315.27 *
20632	ERNEST PACKAGING SOLUTIONS	03	00	Total Payment Amount: \$9,616.09 *

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Cutler-Orosi Jt. Unified School District

**Total Payments Report
Summary**

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Date Paid between 02/27/2026 and 03/25/2026

Vendor No.	Vendor Name	Ven. Type	1099	Amount
20861	SISC III	09	00	Total Payment Amount: \$812,399.50 *
21035	CHETS PLUMBING CO	01	06	Total Payment Amount: \$4,839.86 *
21080	FRESNO OXYGEN	03	00	Total Payment Amount: \$32.03 *
21391	SMART & FINAL	00	00	Total Payment Amount: \$378.92 *
21412	AERIES SOFTWARE, LLC	06	01	Total Payment Amount: \$5,196.00 *
21584	BANKS & CO.	06	06	Total Payment Amount: \$220.00 *
21607	FERGUSON ENTERPRISES INC.#690	03	00	Total Payment Amount: \$2,923.91 *
21832	LAWRENCE TRACTOR CO.	03	00	Total Payment Amount: \$3,158.46 *
21891	VERIZON WIRELESS	00	00	Total Payment Amount: \$1,172.92 *
21929	GRAYBAR ELECTRIC COMPANY	03	00	Total Payment Amount: \$1,620.13 *
22069	TULARE COUNTY OFFICE OF ED.ERS	09	00	Total Payment Amount: \$42,900.00 *
22162	GEARY PACIFIC SUPPLY	03	00	Total Payment Amount: \$14,854.18 *
22441	CDW-G	03	00	Total Payment Amount: \$9,597.56 *
22793	W & E ELECTRIC	06	00	Total Payment Amount: \$757.83 *
22917	POPES PROPANE SERVICE	03	00	Total Payment Amount: \$127.61 *
22943	PROJECT SURVIVAL	09	00	Total Payment Amount: \$1,032.00 *
22963	TULARE COUNTY OFFICE OF EDUCAT	09	00	Total Payment Amount: \$11,983.27 *
23126	ENCHANTED PLAYHOUSE THEATRE CO	03	00	Total Payment Amount: \$215.00 *
23254	RIDDELL	03	00	Total Payment Amount: \$8,728.55 *
23257	FOX INTERPRETING	03	00	Total Payment Amount: \$11,878.74 *
23259	KINGS PETROLEUM LLC	03	00	Total Payment Amount: \$2,934.61 *
23388	IVS COMPUTER TECHNOLOGY	03	00	Total Payment Amount: \$11,928.30 *
23413	THRESHOLD	03	00	Total Payment Amount: \$98.66 *
23484	CENTRAL VALLEY LOCK & SAFE	03	00	Total Payment Amount: \$65.54 *
23556	PARENT INSTITUTE FOR	09	00	Total Payment Amount: \$18,000.00 *
23622	IMAGINE U	09	00	Total Payment Amount: \$2,100.00 *
23655	JUNIOR LIBRARY GUILD	03	00	Total Payment Amount: \$1,826.87 *
23685	D H MACHINE INC.	03	00	Total Payment Amount: \$45.00 *
23763	STARFALL EDUCATION FOUNDATION	09	00	Total Payment Amount: \$70.00 *
23853	ROLLER TOWNE	03	00	Total Payment Amount: \$250.00 *
23892	BAKEMARK	03	00	Total Payment Amount: \$7,817.30 *
23986	CALIFORNIA DEPARTMENT OF ED	09	00	Total Payment Amount: \$4,536.32 *

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Cutler-Orosi Jt. Unified School District

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DatePaid between 02/27/2026 and 03/25/2026

Vendor No.	Vendor Name	Ven. Type	1099	Amount
24074	ADVENTURE PARK	03	00	Total Payment Amount: \$5,709.00 *
24174	SAN JOAQUIN COUNTY	09	00	Total Payment Amount: \$660.00 *
24195	AWARDS AND SIGNS UNLIMITED	03	00	Total Payment Amount: \$173.60 *
24196	JONES SCHOOL SUPPLY CO.INC.	03	00	Total Payment Amount: \$482.57 *
24313	EXETER MERCANTILE CO.	03	00	Total Payment Amount: \$307.87 *
24341	ZWEIGLE SEPTIC, LLC	03	00	Total Payment Amount: \$250.00 *
24380	A & G TELEPHONE SERVICE INC.	03	00	Total Payment Amount: \$115,832.98 *
24417	SWANSON, SHEVONNE	00	00	Total Payment Amount: \$321.01 *
24436	BUSWEST - FRESNO	03	00	Total Payment Amount: \$4,697.07 *
24545	DEPARTMENT OF JUSTICE	09	00	Total Payment Amount: \$2,406.00 *
24626	T-MOBILE	03	00	Total Payment Amount: \$1,437.17 *
24642	FRESNO CHAFFEE ZOO	09	00	Total Payment Amount: \$1,555.50 *
24756	U. S. BANK	03	00	Total Payment Amount: \$44,043.04 *
24800	APPLE INC.	00	00	Total Payment Amount: \$2,745.02 *
24974	RODRIGUEZ, MICAELA MACARENO	00	00	Total Payment Amount: \$123.89 *
24988	KIMBALL MIDWEST	03	00	Total Payment Amount: \$883.41 *
25141	TRANSFINDER	03	00	Total Payment Amount: \$4,745.00 *
25171	LEON ENVIRONMENTAL SERVICES	03	00	Total Payment Amount: \$1,525.00 *
25205	AUTO ZONE	00	00	Total Payment Amount: \$3,930.21 *
25214	TINOS FENCE, INC.	03	00	Total Payment Amount: \$385.00 *
25217	RICKS VENDING DISTRIBUTION	03	00	Total Payment Amount: \$808.58 *
25229	LOWES -#98007297470	00	00	Total Payment Amount: \$2,250.46 *
25303	TUMACDER, SUNSI	00	00	Total Payment Amount: \$1,834.06 *
25325	SYNLAWN	03	00	Total Payment Amount: \$12,765.00 *
25346	ULINE	03	00	Total Payment Amount: \$693.96 *
25364	AMERICAN INCORPORATED	03	00	Total Payment Amount: \$11,803.36 *
25389	LIGHTSPEED TECHNOLOGIES INC	03	00	Total Payment Amount: \$5,917.99 *
25449	DIGITECH INTEGRATION INC	03	00	Total Payment Amount: \$5,655.15 *
25463	MONSON-SULTANA JOINT UNION ELE	09	00	Total Payment Amount: \$2,367.01 *
25483	DELTA VECTOR CONTROL	09	00	Total Payment Amount: \$2,032.09 *
25575	VALDEZ, YOLANDA	00	00	Total Payment Amount: \$1,071.09 *
25708	ASBURY ENVIRONMENTAL SERVICES	03	00	Total Payment Amount: \$467.05 *

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Cutler-Orosi Jt. Unified School District

Total Payments Report

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DatePaid between 02/27/2026 and 03/25/2026

Vendor No.	Vendor Name	Ven. Type	1099	Amount
25711	W.W. GRAINGER, INC.	03	00	Total Payment Amount: \$4,030.89 *
25721	FASTRAK VIOLATION PROCESS DEPT	00	00	Total Payment Amount: \$8.50 *
25735	J.W. PEPPER	03	00	Total Payment Amount: \$225.17 *
25741	FRESNO MOBILE RADIO	03	00	Total Payment Amount: \$520.00 *
25757	PROJECT LEAD THE WAY	08	00	Total Payment Amount: \$518.82 *
25762	SMOG GUY AUTOMOTIVE REPAIR	06	06	Total Payment Amount: \$1,436.75 *
25792	CHILDS AND COMPANY, INC.	03	00	Total Payment Amount: \$2,000.53 *
25933	FAMILY WORKS INC,	03	00	Total Payment Amount: \$1,025.00 *
25950	IMPERIAL DADE	09	00	Total Payment Amount: \$13,494.23 *
25967	VEX ROBOTICS, INC.	03	00	Total Payment Amount: \$11,918.63 *
25977	JS COMMUNICATIONS, INC.	03	00	Total Payment Amount: \$106.83 *
26001	COOKS COMMUNICATION	03	00	Total Payment Amount: \$2,068.88 *
26015	INGRAM BAND SUPPLY LLC	06	06	Total Payment Amount: \$449.20 *
26016	O'REILLY AUTO PARTS	03	00	Total Payment Amount: \$1,314.32 *
26089	FOLLETT CONTENT SOLUTIONS	03	00	Total Payment Amount: \$10,285.81 *
26109	CVIN LLC	03	00	Total Payment Amount: \$15,825.46 *
26162	J & E RESTAURANT SUPPLY INC	03	00	Total Payment Amount: \$3,014.00 *
26188	GASPAR, JONATHAN	00	00	Total Payment Amount: \$441.83 *
26270	A&E INDUSTRIAL CLEANING	03	00	Total Payment Amount: \$858.93 *
26306	SHIFFLER EQUIPMENT 781437	03	00	Total Payment Amount: \$211.04 *
26320	VALLEY SECURITY ALARM	03	00	Total Payment Amount: \$5,476.50 *
26395	MEDALLION SUPPLY	03	00	Total Payment Amount: \$1,652.39 *
26415	ESQUEDA, ROSALIND	01	06	Total Payment Amount: \$7,403.25 *
26478	VALLEY ROP	09	00	Total Payment Amount: \$64,701.40 *
26489	ERC	03	00	Total Payment Amount: \$7,000.00 *
26497	BULK BOOKSTORE	03	00	Total Payment Amount: \$5,158.80 *
26636	HAND2MIND	03	00	Total Payment Amount: \$3,503.04 *
26666	G2SOLUTIONS, INC.	03	00	Total Payment Amount: \$99.95 *
26687	DOCTORS OCCUPAIONAL TESTING SO	01	05	Total Payment Amount: \$850.00 *
26711	DUMONT PRINTING	03	00	Total Payment Amount: \$161.82 *
26721	REFRIGERATION SUPPLIES DISTRIB	03	00	Total Payment Amount: \$4,383.49 *
26776	CMEA CENTRAL SECTION	09	00	Total Payment Amount: \$450.00 *

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Cutler-Orosi Jt. Unified School District

Total Payments Report

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Vendor No.	Vendor Name	Ven. Type	1099	Amount
26818	GALLS	06	06	Total Payment Amount: \$1,577.10 *
26912	AMAZON CAPITAL SERVICES	03	00	Total Payment Amount: \$106,177.69 *
26951	ECOLAB INC.	03	00	Total Payment Amount: \$438.21 *
26958	QUALITY LAPEL PINS	03	00	Total Payment Amount: \$1,188.06 *
26973	CAL APPAREL	03	00	Total Payment Amount: \$755.63 *
26981	RUSH ADVERTISING SPECIALTIES	03	00	Total Payment Amount: \$2,530.99 *
26996	CABE	09	00	Total Payment Amount: \$5,000.00 *
27040	CA MATHEMATICS COUNCIL-CENTRAL	03	00	Total Payment Amount: \$2,100.00 *
27091	PAPE TRUCKS INC.	03	00	Total Payment Amount: \$3,156.18 *
27104	QUEZADA LANDSCAPING	01	06	Total Payment Amount: \$4,150.00 *
27292	ORBIT LANES	03	00	Total Payment Amount: \$824.60 *
27375	CLOUDFLARE, INC.	03	00	Total Payment Amount: \$45,021.06 *
27376	APPLEBY IMAGING, INC.	03	00	Total Payment Amount: \$1,224.00 *
27428	CINTAS	03	00	Total Payment Amount: \$3,640.91 *
27456	ZAJONC CORP	03	00	Total Payment Amount: \$5,941.25 *
27457	COLLEGE BOARD	03	00	Total Payment Amount: \$309.96 *
27461	JOHNSTONE SUPPLY	03	00	Total Payment Amount: \$38.76 *
27482	BOOM LEARNING	03	00	Total Payment Amount: \$349.95 *
27488	YETTEM-SEVILLE CSD	03	00	Total Payment Amount: \$87.65 *
27493	SOLIAN HEALTH, LLC	06	06	Total Payment Amount: \$8,768.75 *
27523	GROWTHPOINT TECHNOLOGIES, INC.	03	00	Total Payment Amount: \$8,500.00 *
27532	ALLIED STORAGE CONTAINERS	03	00	Total Payment Amount: \$1,263.91 *
27559	SHOOT-A-WAY INC.	03	00	Total Payment Amount: \$615.97 *
27565	CALIFORNIA TURF EQUIPMENT	03	00	Total Payment Amount: \$37,431.77 *
27574	HD SUPPLY	03	00	Total Payment Amount: \$8,018.94 *
27593	LEAF	06	01	Total Payment Amount: \$4,455.77 *
27595	WATER SYSTEM SOLUTIONS LLC	03	00	Total Payment Amount: \$475.00 *
27596	SCP POOL DISTIBUTORS LLC	00	00	Total Payment Amount: \$7,312.45 *
27602	INTERNATIONAL ACADEMY OF SCIEN	09	00	Total Payment Amount: \$6,004.00 *
27603	FIRST STRING SPORTS	03	00	Total Payment Amount: \$5,946.86 *
27604	EDUARDO GARCIA	00	00	Total Payment Amount: \$112.63 *
27609	NICK'S CUSTOM GOLF CARS	03	00	Total Payment Amount: \$314.95 *

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Cutler-Orosi Jt. Unified School District

**Total Payments Report
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DatePaid between 02/27/2026 and 03/25/2026

Vendor No.	Vendor Name	Ven. Type	1099	Amount
27622	DAB THERAPY SERVICES	01	05	Total Payment Amount: \$810.00 *
27641	WEST MUSIC COMPANY, INC.	03	00	Total Payment Amount: \$579.98 *
27663	SAVECO #22	03	00	Total Payment Amount: \$251.87 *
27697	ZERO NOX, INC.	03	00	Total Payment Amount: \$1,763.44 *
27719	CONN DOORS	01	06	Total Payment Amount: \$5,893.29 *
27726	LEONA WOODS	01	06	Total Payment Amount: \$7,315.00 *
27730	DOLLYWOOD FOUNDATION	03	00	Total Payment Amount: \$658.97 *
27777	MACKIN EDUCATIONAL RESOURCES	03	00	Total Payment Amount: \$5,882.25 *
27788	AT & T CALNET 4	00	00	Total Payment Amount: \$4,018.40 *
27802	MEEHLEIS MODULAR BUILDINGS, IN	03	00	Total Payment Amount: \$48,317.38 *
27878	AIRGAS, INC.	03	00	Total Payment Amount: \$1,087.03 *
27880	ELEVATED PERFORMANCE 4U LLC	01	06	Total Payment Amount: \$4,900.00 *
27892	CHRISTY WHITE, INC.	03	00	Total Payment Amount: \$11,000.00 *
27902	PREFERRED MOBILE EQUIPMENT	01	06	Total Payment Amount: \$2,045.92 *
27903	VIDES, DIANA	00	00	Total Payment Amount: \$21.50 *
27927	USPS-POC	03	00	Total Payment Amount: \$6,800.00 *
27941	CALIFORNIA COMMERCIAL POOLS,	03	00	Total Payment Amount: \$258,458.15 *
27942	SUPERIOR SERVICE CORP	03	00	Total Payment Amount: \$414.24 *
27992	HELLO LITERACY, IN.C	03	00	Total Payment Amount: \$1,283.70 *
27994	GAME PLAN ATHLETIC TRAINING	01	06	Total Payment Amount: \$6,387.50 *
28008	EMPIRE AUTO GLASS, LLC	01	06	Total Payment Amount: \$400.00 *
28047	GUADALUPE GARDENS	01	00	Total Payment Amount: \$85.00 *
28064	HEALTH CONNECTED	09	00	Total Payment Amount: \$5,500.00 *
28069	METEOR EDUCATION, LLC	03	00	Total Payment Amount: \$2,120.56 *
28110	AVILA-GARCIA, MARIA	00	00	Total Payment Amount: \$59.80 *
28158	GARCIA, MARLENE	00	00	Total Payment Amount: \$82.62 *
28159	MAYESH WHOLESALE FLORIST, INC.	03	00	Total Payment Amount: \$201.87 *
28176	UNITED HEALTH CENTERS OF THE	09	00	Total Payment Amount: \$50,472.90 *
28187	PUENTE, BIANCA K.	00	00	Total Payment Amount: \$99.94 *
28197	E.L. ACHIEVE, INC.	03	00	Total Payment Amount: \$3,578.28 *
28205	PACIFIC TENT & AWNING	03	00	Total Payment Amount: \$8,435.05 *
28264	DIESEL COMPLIANT LLC	03	00	Total Payment Amount: \$2,940.00 *

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Cutler-Orosi Jt. Unified School District

**Total Payments Report
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DatePaid between 02/27/2026 and 03/25/2026

Vendor No.	Vendor Name	Ven. Type	1099	Amount
28282	SKYLINE BUS CHARTER LLC	03	00	Total Payment Amount: \$4,400.00 *
28323	NORTHSTAR CHEMICAL	06	00	Total Payment Amount: \$1,191.68 *
28329	SUPERIOR POOL CARE	01	06	Total Payment Amount: \$4,000.00 *
28350	TREVIPAY - WALMART	03	00	Total Payment Amount: \$3,909.18 *
28402	GONZALEZ, SASHA M. (7)	00	00	Total Payment Amount: \$47.27 *
28466	MORENO, GRISELDA	00	00	Total Payment Amount: \$19.65 *
28507	WHOLELEADER CONSULTING	06	06	Total Payment Amount: \$1,000.00 *
28514	NAPA COUNTY OFFICE OF ED	09	00	Total Payment Amount: \$1,800.00 *
28517	RURAL PROSPERITY CENTER	03	00	Total Payment Amount: \$2,500.00 *
28523	STOVER SEED	00	00	Total Payment Amount: \$2,839.38 *
28525	OLIVER, GERALDINE M.	01	06	Total Payment Amount: \$60.00 *
28527	TOUCHPOINT INDUSTRIES LLC	03	00	Total Payment Amount: \$113,777.40 *
				Total Payment Amount: \$2,758,109.41 *

8 Cutler-Orosi Jt. Unified School District Total Payments Report Report Date: 03/25/2026 Page 8 of 8
Summary
DatePaid between 02/27/2026 and 03/25/2026

Vendor No.	Vendor Name	Ven. Type	Amount
		1099	
Grand Total Payment Amount:			\$2,758,109.41 **

TOTAL PAYMENTS SUMMARY REPORT

February 27, 2026 through March 25, 2026

Books, Materials & Supplies <i>40xxx - 44000</i>	\$	463,936
Food - Food Services <i>47xxx</i>	\$	281,010
Professional Services, Operations & Repairs <i>51xxx - 54xxx, 56xxx - 58000</i>	\$	696,269
Utilities & Communications <i>55xxx & 59xxx</i>	\$	138,684
Capital Outlay (Construction & Equipment) <i>6xxxx</i>	\$	365,810
Health Insurance <i>9xxxx</i>	\$	812,400
TOTAL	\$	2,758,109

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: CONSENT

AGENDA ITEM: BUDGET REVISION # 9

ATTACHMENTS: BUDGET REVISION # 9

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 # 9 is for March 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 # 9.**

PROPOSED ACTION:

APPROVE

Item #: 3

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

	<u>Original Approved Budget</u>	<u>Revised Approved Budget</u>	<u>Change Amount</u>	<u>Proposed Revised Budget</u>	
Fund:	<u>010 General Fund</u>				
LCFF	62,443,326	62,930,332	-	62,930,332	
Federal Revenues	14,174,103	15,079,904	509	15,080,413	1
Other State Revenues	14,885,136	17,711,074	-	17,711,074	
Other Local Revenues	3,339,856	3,965,374	-	3,965,374	
Revenues	94,842,421	99,686,684	509	99,687,193	
Expenditures					
Certificated Salaries	31,727,511	32,468,887	-	32,468,887	
Classified Salaries	15,852,450	16,499,503	-	16,499,503	
Employee Benefits	24,950,184	25,068,888	-	25,068,888	
Books and Supplies	6,149,469	9,048,077	-	9,048,077	
Services, Other Operating	13,751,377	19,266,189	36,029	19,302,218	1
Capital Outlay	10,313,740	15,209,973	383,997	15,593,970	1
Other Outgo	1,469,864	1,469,864	21,722	1,491,586	1
Indirect Costs	(222,305)	(227,335)	303	(227,032)	1
Total Expenditures	103,992,289	118,804,046	442,051	119,246,097	
Other Financing Sources/Uses					
Transfer In	-	-	-	-	
Fund:	<u>110 Adult Education Fund</u>				
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	

	<u>Original Approved Budget</u>	<u>Revised Approved Budget</u>	<u>Change Amount</u>	<u>Proposed Revised Budget</u>	
Total Expenditures	436,210	381,663	-	381,663	
<u>Fund:</u>	<u>120 Child Development Fund</u>				
Other State Revenues	2,518,810	3,262,044	-	3,262,044	
Other Local Revenues	-	-	-	-	
Revenues	2,518,810	3,262,044	-	3,262,044	
Expenditures					
Certificated Salaries	210,000	498,908	-	498,908	
Classified Salaries	1,141,086	993,013	-	993,013	
Employee Benefits	804,560	728,891	-	728,891	
Books and Supplies	150,733	301,946	-	301,946	
Services, Other Operating	39,628	79,900	-	79,900	
Capital Outlay	70,000	100,000	-	100,000	
Indirect Costs	118,803	228,323	-	228,323	
Total Expenditures	2,534,810	2,930,981	-	2,930,981	
<u>Fund:</u>	<u>130 Cafeteria Special Revenue Fund</u>				
Federal Revenues	4,232,940	4,376,445	-	4,376,445	
Other State Revenues	900,272	930,272	-	930,272	
Other Local Revenues	25,000	25,000	-	25,000	
Revenues	5,158,212	5,331,717	-	5,331,717	
Expenditures					
Certificated Salaries	20,518	21,131	-	21,131	
Classified Salaries	1,283,593	1,332,564	-	1,332,564	
Employee Benefits	671,801	692,637	-	692,637	
Books and Supplies	2,785,626	3,100,714	10,000	3,110,714	2
Services, Other Operating	185,150	240,800	-	240,800	
Capital Outlay	300,000	260,000	(10,000)	250,000	2
Indirect Costs	88,360	83,889	-	83,889	
Total Expenditures	5,335,048	5,731,735	-	5,731,735	

<u>Original</u> <u>Approved</u> <u>Budget</u>	<u>Revised</u> <u>Approved</u> <u>Budget</u>	<u>Change</u> <u>Amount</u>	<u>Proposed</u> <u>Revised Budget</u>
---	--	--------------------------------	--

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) Federal Revenues was increased \$509 due to updated categorical fund allocations. **Services, Other Operating** and **Capital Outlay** were increased by \$36,029 and \$383,997, respectively, to budget for program needs and for the construction of OHS CTE buildings. **Other Outgo** was increased by \$21,722 to adjust for the current debt schedule for principal and interest payments. **Indirect Cost** were increased to align with current expenditures.

Cafeteria Fund

2) Books & Supplies were increased by \$10,000 and **Capital Outlay** was decreased by \$10,000 due to program needs.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: CONSENT

AGENDA ITEM: MARCH CASH BALANCE REPORT

ATTACHMENTS: MARCH 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 March 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 March Cash Balance Report**

PROPOSED ACTION: **APPROVE**

Item #: 4

8 - Cutler-Orosi Jt. Unified School District

Current Cash Balance - Thru 03/25/2026
Payroll From 03/01/2026 Thru 03/31/2026

Report Date: 03/25/2026
GLD920 10:39:10AM

Page 1 of 1

County Fund	District Number	Fund		Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
608	8	0100	General Fund	\$68,898,572.75	\$5,797,860.82	1,188.34
N/A	8	0800	Student Activity Special Revenue Fund	\$0.00		
AAQ	8	1100	Adult Education Fund	\$67,260.61	\$29,743.56	226.14
AWL	8	1200	Child Development Fund	\$1,625,730.03	\$209,814.77	774.84
AUB	8	1300	Cafeteria Special Revenue Fund	\$3,182,140.72	\$182,560.06	1,743.07
AAT	8	1700	Special Reserve Fund for Other than Capital Outlay Pr	\$0.67		
AZT	8	2110	Building Fund #1	\$7,431,759.56		
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	\$1,054,191.67		
61C	8	5110	Bond Interest & Redemption Fund - #2	\$627,843.27		
61D	8	5120	Bond Interest & Redemption Fund - #3	\$0.00		
Report Total				\$83,492,063.31		

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE SERVICES FOR ADULT EDUCATION FROM VALLEY REGIONAL OCCUPATION PROGRAM**

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

FUNDING SOURCE: **FULL SERVICES COMMUNITY SCHOOLS GRANT**

DISCUSSION: Attached for Board approval are expense worksheets from Valley Regional Occupational Program (Valley ROP). Valley ROP conducts classes in Adult Education at Cutler-Orosi Joint Unified School District or a Valley ROP District site that are consistent with the terms of this agreement. Valley ROP will develop the Adult Education classes curriculum consistent with the needs of adults in the community and district. The total cost of this agreement shall not exceed \$125,000.

ITEM SUBMITTED AND APPROVED BY:

Name and title of administrator who reviewed and approved this item: Laura Gonzalez, Director of Grants and Program Development

BOARD GOAL:

☐

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

☒

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

☐

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

RECOMMENDATION:

The Superintendent recommends the Board approve the Expense Worksheets from the Valley Regional Occupational Program.

PROPOSED ACTION:

APPROVE

Item #: 5

Valley ROP - School Adult Ed - FALL 2026

Expense Worksheet - Orosi Adult Program (Community Grant)

Course Name	Salaries Acct Code 1000	Salaries Acct. Code 2000	Benefits Acct. Code 3000	Total Salary (1000/3000)	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Services & Other Oper Exp. Code 5000 EXAMS	Total
CNA Fall / Spring WIB								
FALL	\$ 15,552.00		\$ 3,508.53	19,060.53	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00	\$ 24,560.53
Google Class								
FALL	\$ 5,544.00		\$ 1,250.73	6,794.73	\$ 500.00	\$ -	\$ -	\$ 7,294.73
Instructional Aide Cert								
FALL	\$ 5,544.00		\$ 1,250.73	6,794.73	\$ 500.00	\$ -	\$ 250.00	\$ 7,544.73
Construction								
FALL	\$ 6,912.00		\$ 1,559.35	8,471.35	\$ 2,500.00	\$ -	\$ 400.00	\$ 11,371.35
Medical Terminology								
FALL	\$ 4,104.00		\$ 925.86	5,029.86	\$ 1,500.00	\$ 1,000.00	\$ 250.00	\$ 7,779.86
Total Salary & Benefits:								
	\$ 37,656.00		\$ 8,495.19	46,151.19				
Total Materials and Supplies:								
				\$ 7,000.00				\$ 7,000.00
Services and Other Operating Expenses:								
C.N.A. Fingerprinting, Certifications, Services						\$ -		
Services & Other Oper Exp						\$ 2,500.00		
Exams						\$ 2,900.00		
Administrative Oversight			7%		\$ 58,551.19	\$ 4,098.58		
Total Services & Operating Expense:								
								\$ 9,498.58

Valley ROP - School Adult Ed - FALL 2026

Budget per Account Code

Salaries Acct Code 1000		Salaries Acct. Code 2000	Benefits Acct.Co de 3000	Total Accounts 1000, 2000 & 3000	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Total Budget				
\$	37,656.00	\$	8,495.19	\$	46,151.19	\$	7,000.00	\$	9,498.58	\$	62,650

Valley ROP - School Adult Ed - SPRING 2027

Expense Worksheet - Orosi Adult Program (Community Grant)

Course Name	Salaries Acct Code 1000	Salaries Acct. Code 2000	Benefits Acct.Code 3000	Total Salary (1000/3000)	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Services & Other Oper Exp. Code 5000 EXAMS	Total
CNA Fall / Spring WIB								
FALL	\$ 15,552.00		\$ 3,508.53	19,060.53	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 24,060.53
Google Class								
FALL	\$ 5,544.00		\$ 1,250.73	6,794.73	\$ 500.00	\$ -	\$ -	\$ 7,294.73
Instructional Aide Cert								
FALL	\$ 5,544.00		\$ 1,250.73	6,794.73	\$ 500.00	\$ -	\$ 250.00	\$ 7,544.73
Construction								
FALL	\$ 6,912.00		\$ 1,559.35	8,471.35	\$ 2,500.00	\$ -	\$ 400.00	\$ 11,371.35
Medical Terminology								
FALL	\$ 4,104.00		\$ 925.86	5,029.86	\$ 1,500.00	\$ 1,000.00	\$ 250.00	\$ 7,779.86
Total Salary & Benefits:	\$ 37,656.00		\$ 8,495.19	46,151.19				
Total Materials and Supplies:					\$ 6,500.00			\$ 6,500.00
Services and Other Operating Expenses:								
C.N.A.Fingerprinting, Certifications, Services								
Services & Other Oper Exp						\$ 2,500.00		
Exams						\$ 2,900.00		
Administrative Oversight				7%	\$ 58,051.19	\$ 4,063.58		
Total Services & Operating Expense:								\$ 9,463.58

Valley ROP - School Adult Ed - SPRING 2027

Budget per Account Code

Salaries Acct Code 1000	Salaries Acct. Code 2000	Benefits Acct. Code 3000	Total Accounts 1000, 2000 & 3000	Materials & Supplies Account Code 4000	Services & Other Oper Exp. Code 5000	Total Budget
\$ 37,656.00	\$	8,495.19	\$ 46,151.19	\$ 6,500.00	\$ 9,463.58	\$ 62,115

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Agenda

April 9, 2026

AGENDA SECTION: CONSENT

AGENDA ITEM: APPROVE DOCUMENT TRACKING SERVICES (DTS) LICENSE AGREEMENT

ATTACHMENTS: DOCUMENT TRACKING SERVICES LICENSE AGREEMENT

FUNDING SOURCE: TITLE I

DISCUSSION: Attached for Board approval is the license agreement with Document Tracking Services (DTS) that provides various plan templates for school districts, such as, Local Control Accountability Plan (LCAP), School Accountability Report Cards (SARC), and Expanded Learning Opportunities Grant Plan. The total cost of this agreement is \$4,070.

ITEM SUBMITTED AND APPROVED BY:

Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Curriculum and Instruction.

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 Document Tracking Service License Agreement.

PROPOSED ACTION:

APPROVE

Item #: 6



LICENSE AGREEMENT

This Agreement effective **May 15, 2026**, is made and entered into by **Cutler-Orosi Joint Unified School District** ("Licensee") and Document Tracking Services ("DTS") as Licensors, each a "Party" and collectively the "Parties".

1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit A of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit A of this agreement.

3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.

- 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.



9. Customer Service. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

10. Fees.

10.1 Licensee shall pay a fee of **\$2,750**.

10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.

10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.

11. Warranty.

11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.



12. Liability.

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

13. Choice of Law and Venue. This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

14. Severability. If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

15. Definitions.

15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

16. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
1601 India Street, 503
San Diego, CA 92101
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: March 17, 2026

Licensee

By: _____

Date: _____

Cutler-Orosi Joint Unified School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2026 School Accountability Report Card, English & Spanish (CDE Template)
2. 2026 School Plan for Student Achievement (CDE Template)
3. 2026 Comprehensive School Safety Plan (Custom Template)
4. 2026 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.



March 17, 2026

Cutler-Orosi Joint Unified School District
40532 Road 128
Cutler, CA 93615

Re: Document Tracking Services

****PLEASE NOTE CORRECT DTS MAILING/REMIT ADDRESS****

INVOICE #9361508

Pursuant to the licensing agreement between Cutler-Orosi Joint Unified School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [5/15/26 to 5/15/27]:	\$2,750
8 schools and District Personnel = 9 sites	

Translation Services

2026 Spanish School Accountability Report Card (SARC):	\$1,320
8 Spanish SARCs	

Total Balance Due:	\$4,070
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Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
1601 India Street, 503
San Diego, CA 92101
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE SECOND AMENDMENT TO TULARE COUNTY AGREEMENT NO. 32087**

ATTACHMENTS: **SECOND AMENDMENT TO TULARE COUNTY AGREEMENT NO. 32087**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is Second Amendment to Tulare County Agreement No. 32087 that allows for one Deputy Probation Officer to be assigned to the school district. The Probation officer will provide early intervention support to students within Cutler-Orosi Joint Unified School District, specifically targeting those students who are either on probation or at risk of incurring probation at no cost to the district.

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:

- | | |
|-------------------------------------|---|
| ☐ | 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 Second Amendment to Tulare County Agreement No. 32087.

PROPOSED ACTION:

APPROVE

Item #: 7

**SECOND AMENDMENT TO
 TULARE COUNTY AGREEMENT NO. 32087**

THIS SECOND AMENDMENT ("Amendment") to Tulare County Agreement Number 32087 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT** ("DISTRICT") as of _____ with reference to the following:

A. The COUNTY and DISTRICT entered into Agreement No. 32087 effective from February 4, 2025, through June 30, 2025, for the purpose of providing ongoing prevention and early intervention support to students within the Cutler-Orosi Joint Unified School District, specifically targeting those students who are either on probation or at risk of incurring probation. The COUNTY and DISTRICT identified a need for the services of one-half (.5) of a Full-time equivalent (FTE) Deputy Probation Officer III employed by the COUNTY to be shared across the school district to provide targeted support;

B. The COUNTY and DISTRICT entered into the First Amendment to extend the term for one (1) additional year effective July 1, 2025, through June 30, 2026.

C. The COUNTY and DISTRICT now wish to amend the Agreement in order to extend the term for one (1) additional year effective July 1, 2026, through June 30, 2027.

ACCORDINGLY, COUNTY and DISTRICT agree as follows:

1. Section 1 "TERM" of the Agreement is hereby revised to read as follows:

1. TERM: This Agreement becomes effective as of February 4, 2025, and expires at 11:59 PM on June 30, 2027, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. This Second Amendment to Tulare County Agreement Number 32087 becomes effective upon signature by the Board of Supervisors.

3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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**SECOND AMENDMENT TO
 TULARE COUNTY AGREEMENT NO. 32087**

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

**CUTLER-OROSI JOINT UNIFIED SCHOOL
 DISTRICT**

Date _____

By _____

Print Name _____

Title _____

Date _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____

Amy Shuklian
 Chair, Board of Supervisors

ATTEST: JASON T. BRITT
 County Administrative Officer/Clerk of the Board
 of Supervisors of the County of Tulare

By _____
 Deputy Clerk

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE MEMORANDUM OF UNDERSTANDING FOR 6CRICKETS**

ATTACHMENTS: **6CRICKETS BASIC TOOL SERVICE AGREEMENT**

FUNDING SOURCE: **EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)**

DISCUSSION: Attached for Board approval is a partnership with 6crickets Inc. to provide the 6crickets Expanded Learning Management Basic Tool Service. This collaboration aims to enhance the District's Afterschool and Expanded Learning programs. The primary objectives of this partnership are to improve the quality of programs, ensure student safety, promote equitable access to opportunities, and streamline operations for efficiency and accountability. This agreement is effective from July 1, 2026, through June 30, 2027. The total cost is \$21,100.

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:

☒

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

☐

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

☒

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

RECOMMENDATION:

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

PROPOSED ACTION:

RATIFY

Item #: 8



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

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

February 25, 2026

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

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

What 6crickets shall provide?

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

- b. School Dashboard for each school's principals, site coordinators, and front office personnel to manage providers at the school and access real-time rosters and attendance data across all activities at the school.
 - c. Provider Dashboard for each activity provider to list programs along with images and videos, manage seasons, assign sessions to different campuses, manage instructors, access real-time rosters and attendance across campuses, and generate custom rosters.
 - d. Instructor Dashboard for each instructor to access the real-time roster, take attendance, and sign out students digitally.
- 3. Access control:
 - a. Each dashboard allows multiple authorized users for management.
 - b. Each dashboard allows read-only access to rosters to certain users.
- 4. Comprehensive roster support at all dashboards:
 - a. Authorized users can add bulk or individual students as needed on behalf of the parents.
 - b. Printable rosters in various formats.
 - c. Can email PDF rosters.
 - d. All rosters can be downloaded as a CSV file or as spreadsheets.
 - e. Digital attendance and printable attendance.
 - f. From-to-rosters to show which students are going from which home classroom to which after-school classroom.
 - g. Easy session registration link sharing with families or partners.
 - h. Ask guardians to provide reviews for the registered sessions to organically maintain program quality.
 - i. Student or guardian browsing: You can search for a student and the sessions for which they are registered.
- 5. Communications:
 - a. Instant registration confirmation email once families have completed registrations.
 - b. Reminder emails for both providers, instructors, and families for upcoming classes.
 - c. Email templates for quick communication with families.
 - d. Unlimited text messaging for emergencies.
 - e. Printable flyers of course offerings.
- 6. Reporting:
 - a. Enrollment reports at a glance on the number of registrations for a date range, since yesterday, compared with last year.
 - b. Custom rosters: You can produce custom reports of any format (a subset of fields) for any sessions.
 - c. Revenue report: We provide a high-fidelity cash flow report for all your payment transactions for both payments and refunds.
 - d. Attendance report at each session.
 - e. Additional reports needed can be provided upon request.

7. Payments if applicable:
 - a. A single payment process: 6crickets will automatically pay your providers, your school or district if you charge a fee to receive revenue, and collect a 6crickets' convenience fee on top of the provider price.
 - b. Fundraising opportunities for your school: through an optional school fee and/or requests for donations (as determined by you).
 - c. Delay payments as needed to minimize credit card fees in case of cancellations due to low enrollment.
 - d. Streamlined scholarship support: guardians enter the student ID, and then fees are automatically waived or reduced based on your configuration.
8. Family reviews are automatically collected as organic data to evaluate program qualities.
9. We support an optional Restricted District or School Portal feature:
 - a. This feature allows families to register without an email address, but with only their mobile phone number. This way, we will eliminate the need for district staff to register for many families without email addresses.
 - i. Families will register for their students using either an email address or a mobile phone number. An authentication code will be sent to either the email or the phone number, depending on their choice. They can only log in to their account when they enter the correct authentication code. Once they log in, they can register programs for all their students under the same email or phone number.
 - b. This feature will pre-populate families' parent and student information in 6crickets with student data exported from the District's Student Information System (SIS).
 - i. After the initial upload, new students and updated student information from SIS will be given to 6crickets to update the data on the 6crickets' side one week before each registration period.
 - c. Families cannot update the student information in 6crickets. Instead, they can only update their information in the District SIS.
 - d. District can configure at 6crickets to allow only students in a school to register for the programs taking place at the school. For inter-session (e.g., summer) programs, District can also configure in 6crickets to allow any district student to register for programs at any site.
10. Initial onboarding training: We provide a hands-on training webinar for district and school site staff. We also provide a hands-on training webinar for third-party providers who use 6crickets Provider Dashboards. Additional webinars or one-on-one video calls, or phone calls can be scheduled on-demand. In addition, we provide you with an on-demand online course with bite-sized, step-by-step video tutorials.

11. Tech support: 6crickets Support Team provides prompt support and troubleshooting to every 6crickets user, including the district or school staff, providers, instructors, and families, through live online chat, email, or on-demand video calls or phone calls.
12. Provide privacy protection for district, school, student, and provider data entered into the 6crickets portal and abide by the California Student Data Privacy Law.

What Client shall provide

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

Pricing

Annual license fee per school dashboard/portal (including the district dashboard): \$3,650

Annual license fee for Restricted District or School Portal feature per school (optional): \$1,000

Program setup (optional): \$1,000 per season per school

Annual license fee per provider dashboard (including an unlimited number of instructor dashboards for the provider): \$2,500

Unlimited provider dashboards for 8 or more provider dashboards per 30 schools: \$20,000

Total License Fee for Client:

Description	# of years	# of units	Unit price	Total
School Dashboard per year per school	1	4	\$3,650.00	\$14,600
Restricted School Portal (sync-ing with SIS) per year per school	1	4	\$1,000.00	\$4,000
Provider Dashboard per year per provider	1	1	\$2,500.00	\$2,500
			Subtotal	\$21,100.00
			Adjustments	\$0.00
			Grand total	\$21,100

Contract period:

July 1st, 2026 to June 30, 2027

Credit card payment processing through Stripe

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

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

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

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

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

Termination

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

Thank you for choosing 6crickets!

(Signature sheet on the next page)



(Signature)
Kevin Rocci
6crickets Inc
Bellevue, WA

02/25/2026

Date

Acknowledged by (Signature)
Yolanda Valdez, Superintendent
Cutler-Orosi Joint Unified School District
12623 Avenue 416, Orosi, CA 93647

Date

About 6crickets:

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

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE TULARE COUNTY OFFICE OF
EDUCATION AGENCY AGREEMENT NO. 270064:
EDUCATIONAL RESOURCE SERVICES LIBRARY
MEDIA 2026-2027**

ATTACHMENTS: **TULARE COUNTY OFFICE OF EDUCATION
AGENCY AGREEMENT NO. 270064**

FUNDING SOURCE: **STATE LOTTERY**

DISCUSSION: Attached for approval is the Educational Resource Services Library Media contract which provides unlimited resources to contracting schools. Resources include over 450 bilingual (Spanish/English) books to support English Learners and Dual Immersion classrooms, access to the ERS Portal, and access to Discovery Education's streaming videos. Teachers utilize resources to create engaging 21st century learning opportunities for all students. The total cost is \$44,510.64.

**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:



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 Educational Resource Services- Library Agreement for 2025-2026.

PROPOSED ACTION:

APPROVE

Item #: 9

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

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

(559) 733-6300
tcoe.org

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

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

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

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

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

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

March 16, 2026

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

Ms. Yolanda Valdez,

Attached is your Agency Agreement for **2026-2027** from ERS Library Media Services.

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

E-mail: karla.doyer@tcoe.org

OR

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

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

Sincerely,

Karla Doyer

Karla Doyer

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

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF DISTRICT:

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

See "Exhibit A, Section 1" DISTRICT agrees to:

2. RESPONSIBILITIES OF SUPERINTENDENT:

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

See "Exhibit A, Section 2" SUPERINTENDENT agrees to:

FEE SCHEDULE

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

SUPERINTENDENT will estimate the agreement using the Average Daily Attendance (ADA) from the 2024-2025 LCFF Summary Data Second Principal Appointment (P-2). DISTRICT will be invoiced quarterly based on the 25-26 ADA Second Principal Appointment (P-2) x \$12.00. Upon CCE month-end of the 26-27 Second Principal ADA, the adjustment to the ADA will be accounted for in the first quarterly invoice. The minimum agreement for a single school year with an ADA of 35 is \$1,032.00.

2026-27 Estimate:

$\$12.00 \times 3709.22 \text{ ADA} = \$44,510.64$

including travel or other expenses.

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

Exhibit (A)

2026-27 Exhibit A, Cutler-Orosi A (ST).pdf

11/11/2024

Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 270064

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

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

7/1/2026

and shall expire on:

6/30/2027.

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

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

sum of

\$ 46,510.00.

4. METHOD OF PAYMENT:

- SUPERINTENDENT must submit itemized invoices to DISTRICT for bill of the services.
- SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees on the premises. This indemnification shall be provided by each party to the other party regarding all new activities arising out of the Agreement as a result of the relationship thereby created, including any claims that may be asserted against either party by any third party asserting that an employer/employee relationship exists between the party and the third party, or against either party alleging civil rights violations by such party under Government Code sections 12900 through 12910 (California Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement, and any acts or omissions occurring under this Agreement or any extension of the Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving the other party 90 days advance written notice to the other party.

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

DISTRICT

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

SUPERINTENDENT

Tim A. Hite, Superintendent
Tulare County Superintendent of
Schools
Tulare County Office of Education
P.O. Box 5061
Visalia, CA 93276-5061

SUPERINTENDENT**Signature****Date** 3/13/2026**DISTRICT****Signature****Sign****Date****TCOE Program Information****Contact Person:** Sara Torabi**Telephone:** (559) 651-3031, ext 3304**Department/Program:** ERS Library**Please return an original copy to:**

TCOE Library (TEL) (x) 11111111
 ATTN: TCOE Library (x) 11111111
 P.O. Box 1111
 Fresno, CA 93711-1111

Exhibit A for
2026-27 ERS LIBRARY MEDIA SERVICES
 AGENCY AGREEMENT BETWEEN
TULARE COUNTY SUPERINTENDENT OF SCHOOLS
 AND
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

1. **TERM.** This agreement shall be effective **July 1, 2026 – June 30, 2027.**

2. This agreement covers the following sites: **Community Day School (6-12), Cutler Elementary School (K-5), El Monte Middle School (6-8), Esperanza High School (9-12), Golden Valley Elementary School (K-5), Lovell Continuation School (11-12), Orosi High School (9-12), Palm Elementary School (K-5).**

3. SERVICES.

DISTRICT agrees to:

1. Respond to the SUPERINTENDENT email request, sent by Sara Torabi (sara.torabi@tcoe.org), to update the previous year's District staff list(s) by September 1 of the new school year for ERS Library digital resources username and password assignments. All updates must be made on the Google Sheet that will be shared with the District Administrator and Administrative Assistant. The link to the sheet is transferable so these individuals may delegate update responsibilities as needed. For questions about submission or format, please call 559-651-3031.
2. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen and pay for repair costs for items damaged while in its possession.
3. Understand and acknowledge that copying any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes, but is not limited to, videotaping, audiotaping, and photocopying.
4. Contact Valarie Seita, Library Media Coordinator, with any questions or concerns about the terms of this agreement at 559-651-3042 or valarie.seita@tcoe.org.

SUPERINTENDENT agrees to:

1. Provide online access to the ERS Library digital resources. These digital resources, with correlations to the California Standards, include research and reference sources for students, digital books (many with audio and/or visual enhancement), and differentiation tools.
 - a. SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Library digital resources for access to online subscription content and to reserve circulating collection materials. Each school will be provided with a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Library digital resources via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
 - b. Annual on-site ERS Library digital resources presentations, digital citizenship, and information literacy training are available for DISTRICT staff upon request.
2. Provide circulating access to educational resource materials, including print media, STEM kits, robotics, primary document reproductions, art prints, and realia.
 - a. Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
 - b. Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.

- c. In-person access to media at the ERS Library and Multimedia Center is available Monday through Friday, 8:00 am to 5:00 pm, following the traditional school calendar and holidays, and may also be limited when all staff are supporting student events or working at school sites. For hours of operation, see the ERS Library Calendar posted on the library website (<https://tcoe.org/ERS/library>).
 - d. According to the delivery schedule, SUPERINTENDENT staff will deliver and pick up circulating materials on each site's assigned delivery days during the school year. A delivery calendar with assigned dates will be provided to sites and staff. SUPERINTENDENT staff will stop at a site only when a delivery or pickup is needed and will skip the site if no service is required on that scheduled day.
 - e. DISTRICT staff will reserve materials online, by phone, or in person prior to the scheduled delivery day. SUPERINTENDENT reserves the right to alter materials reservations, so they align with the site's assigned delivery day.
 - f. DISTRICT staff will respond to library@tcoe.org when notified that items are due. They need to confirm items are ready for pickup, and/or request a renewal. Renewal requests will be approved if there are no pending reservations on the item(s).
3. Provide the services of the ERS Library Coordinator, a credentialed teacher librarian, and holder of the Library Media Teacher Services Credential as "Librarian of Record" for any DISTRICT that does not employ a credentialed teacher librarian. Ed Code 44868 allows a DISTRICT to employ non-credentialed personnel to assist in the provision of school library services. However, these individuals do not supersede the Ed Code requirement that a credentialed teacher librarian provide oversight of school library services. This agreement further fulfills the DISTRICT's obligation under Education Code, sections 18100 and 18120. A DISTRICT is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed teacher librarian.
 4. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in the provision of library services. These include the use of digital resources, library management software training, and collection development.
 - a. DISTRICT will direct library personnel from each site to participate in bi-monthly Library Media Network meetings focused on developing impactful school library programs, exploring new technologies, and promoting the use of ERS Library digital resources. In-person and virtual options are available at no additional cost.
 5. Provide technology education and training to support DISTRICT needs.
 - a. The ERS Library's Instructional Technology Specialists will maintain a collection of pre-recorded training videos to be accessed via the ERS Library digital resources and available to all DISTRICT staff at no charge.
 - b. Work plans are available at an additional fee for customized on-site or virtual technology professional development.
 - c. Paid training opportunities for classified and certificated staff will be offered throughout the school year.
 6. The ERS Library's Teacher Resource Center (TRC) is open for extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT staff may bring their own supplies and use TRC equipment. Contracting sites pay a reduced fee for TRC materials.
 - a. Contracting agencies may request poster printing services via library@tcoe.org for educational purposes only. Poster printing capacity is limited. If a request exceeds ten (10) posters, SUPERINTENDENT staff will recommend local print shops that can fulfill the order.

- b. TRC-made materials can be delivered to contracting sites on the next scheduled delivery day after completion or by mail (postal shipping fee will apply).

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Agenda

April 9, 2026

AGENDA SECTION: CONSENT

AGENDA ITEM: APPROVE MEMORANDUM OF UNDERSTANDING FOR BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA – SUMMER PROGRAM

ATTACHMENTS: MEMORANDUM OF UNDERSTANDING FOR BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

FUNDING SOURCE: EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)

DISCUSSION: Attached for Board approval is a Memorandum of Understanding (MOU) with Big Brothers Big Sisters of Central California (BBBSCC) to provide services and build capacity of high school students to mentor littles during summer program. BBBSCC will also offer mentorship opportunities at Cutler Elementary, Golden Valley Elementary, Palm Elementary, and El Monte Middle School from Orosi High School Bigs from June 10 - July 10, 2026. The total cost is \$84,920.

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:



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



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



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

RECOMMENDATION:

The Superintendent recommends the Board approve the MOU for Big Brothers Big Sisters of Central California.

PROPOSED ACTION:

APPROVE

Item #: 10



Memorandum of Understanding

This Memorandum of Understanding (MOU) establishes that Big Brothers Big Sisters of Central California (BBBSCC) at 4047 N. Fresno Street Fresno, CA 93726 and Cutler-Orosi Joint Unified School District School (COJUSD) at 12623 Avenue 416, Orosi, CA 93647 agree to the following terms and conditions as partners in the High School Bigs Program.

Summer Program will be offered at the following Cutler-Orosi Joint Unified School District sites: Palm Elementary, Golden Valley Elementary Orosi High School, and El Monte Middle School.

Program Includes:

- Contract from June 10, 2026-July 10, 2026
- Complete supplies for hands on learning activities
- Provide all marketing materials for students and parents
- Salary for a trained Program Coordinator with a bachelor's degree or a minimum of five years' experience in a related field. BBBSCC staff are fully screened, CPR-certified, TB-cleared, certified in Fundamentals of Youth Protection, and employed by BBBSCC.
- Salary for teacher assistant screened, trained, TB clearance and hired by BBBSCC
- Full supervision and coordination of the program
- Provide additional resources for families as needed
- Two out of town educational field trips with charter bus

Program Details:

Program days:	Monday-Friday
Timeframe:	12:30pm-1:30pm & 2pm-3pm
Number of students served:	80
Number of weeks:	5
Number of sites:	4

Program Cost:

Cost for program	\$63,750
Two educational field trips (with transportation)	\$21,170

Total cost for COJUSD:	\$84,920
-------------------------------	-----------------

1. Compensation/ Billing: Total cost of program is **\$84,920**
2. Effective Date and Duration. The MOU and the obligation hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of June 10, 2026 and concludes July 10, 2026.
3. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
4. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party.
5. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU they shall rely solely upon the provisions contained in this MOU. In the unique circumstance that BBBSCC program cannot be delivered traditionally, BBBSCC has developed a plan and curriculum to facilitate program and match meetings via online platforms.
6. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
7. Indemnification.
 - a) Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
 - b) In the event of any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The

obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.

- c) The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
 - d) These indemnification obligations shall survive the expiration and/or termination of this MOU.
8. Confidentiality. Services provided by BBBSCC are confidential in nature. All student records, health records or other records provided to BBBSCC and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by Cutler-Orosi Joint Unified School District or its officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless Cutler-Orosi Joint Unified School District secures prior written authorization from the parent/guardian of the child. Cutler-Orosi Joint Unified School District and their officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by Cutler-Orosi Joint Unified School District are confidential as provided for by the California Education.
 9. Code and the Federal Educational Rights and Privacy Act. BBBSCC agrees to have all of its employees abide by these confidentiality laws regarding student records.
 10. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than BBBSCC and Cutler-Orosi Joint Unified School District.
 11. Integration. This MOU represents the entire understanding of BBBSCC and Cutler-Orosi Joint Unified School District as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
 12. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
 13. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an

award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.

BBBSCC and Cutler-Orosi Joint Unified School District will hold all confidential information regarding participants and release such information only with signed parental consent or in cooperation with law enforcement investigations in compliance with local and state laws and statutes.

Yolanda Valdez, Superintendent
Cutler-Orosi Joint Unified School District

Date



Diane Phakonekham, President & CEO
Big Brothers Big Sisters of Central California



Date

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Agenda

April 9, 2026

AGENDA SECTION: CONSENT

AGENDA ITEM: APPROVE MEMORANDUM OF UNDERSTANDING FOR BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

ATTACHMENTS: MEMORANDUM OF UNDERSTANDING FOR BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

FUNDING SOURCE: EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)

DISCUSSION: Attached for Board approval is a Memorandum of Understanding (MOU) with Big Brothers Big Sisters of Central California (BBBSCC) to provide services and build capacity of high school students to mentor littles. BBBSCC will also offer mentorship opportunities at Cutler Elementary, Golden Valley Elementary, Palm Elementary, and El Monte Middle School from Orosi High School Bigs from October 2026 through August 2027. The total cost is \$131,250.

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:



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



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



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

RECOMMENDATION:

The Superintendent recommends the Board approve the MOU for Big Brothers Big Sisters of Central California.

PROPOSED ACTION:

APPROVE

Item #: 11



Memorandum of Understanding

This Memorandum of Understanding (MOU) establishes that Big Brothers Big Sisters of Central California (BBBSCC) at 4047 N. Fresno Street Fresno, CA 93726 and Cutler-Orosi Joint Unified School District School (COJUSD) at 12623 Avenue 416, Orosi, CA 93647 agree to the following terms and conditions as partners in the High School Bigs Program.

The program will be offered at the following Cutler-Orosi Joint Unified School District sites: Palm Elementary, Cutler Elementary, Golden Valley Elementary, Orosi High School and El Monte Middle School. It is understood that the High School Bigs Program and Junior Bigs Program will build upon existing programs to create a result oriented multi-faceted strategy for enhanced learning opportunities for children living in adversity in the Cutler-Orosi area, concentrating on their social and emotional development and well-being, as well as academic growth. The terms of this agreement are effective October 2026 through August 2027.

Palm Elementary will refer a minimum of **45** elementary students. Students that are referred must meet 2 of the following criteria:

1. Low-income families and/or household that qualifies for free or reduced lunch
2. Living in a non-traditional family household (single parent, living in foster care/grandparents/aunts/uncles, parent with a history of incarceration, etc.)
3. Considered at-risk

Golden Valley Elementary will refer a minimum of **25** elementary students. Students that are referred must meet 2 of the following criteria:

1. Low-income families and/or household that qualifies for free or reduced lunch
2. Living in a non-traditional family household (single parent, living in foster care/grandparents/aunts/uncles, parent with a history of incarceration, etc.)
3. Considered at-risk

Cutler Elementary will refer a minimum of **15** elementary students. Students that are referred must meet 2 of the following criteria:

1. Low-income families and/or household that qualifies for free or reduced lunch
2. Living in a non-traditional family household (single parent, living in foster care/grandparents/aunts/uncles, parent with a history of incarceration, etc.)
3. Considered at-risk

Orosi High School will refer a minimum of **65** high school students. Students that are accepted must meet the following criteria:

1. Provide two letters of recommendation: one from parent/guardian and one from school personnel
2. Must be able to commit for at least one school year
3. Must complete volunteer interview and Child Safety Training



El Monte Middle School will refer a minimum of **25** middle school students. Students that are accepted must meet the following criteria:

1. Provide two letters of recommendation: one from parent/guardian and one from school personnel
2. Must be able to commit for at least one school year
3. Must complete volunteer interview and Child Safety Training

With collaboration from teachers, administrators, and parents; each elementary school student will be assessed with a customized goal targeting their individual needs.

Big Brothers Big Sisters of Central California will:

- Serve 175 students (85 elementary aged students, 65 high school students and 25 middle school students)
- Complete the volunteer enrollment process for the referred high school and middle school mentors
- Oversee all operational activities including prospective Big Brothers/Big Sisters interviewing, training, matching, support and closure procedures
- Oversee all operational activities including prospective Little Brothers/Little Sisters interviewing, assessing, matching, support and closure procedures
- Conduct initial match meeting between the Big and Little with a letter of introduction sent to the parent/guardian to meet their child's Big Brother/Big Sister.
- Secure BBBSCC signed agreements for the match from the Big and Little, establishing regular meeting times

Program Includes:

- Contract from October 2026-August 2027
- Complete supplies for hands-on learning activities to meet the needs of each student
- Annual pre & post Youth Outcome Surveys (YOS) and Strength of Relationship (SOR) survey for youth ages 9 and older
- Provide all marketing materials for students and parents; academic log for each student
- Scholarships offered to all qualifying seniors in High School Bigs Program
- Track each student's grades, social and emotional behaviors. School sites will provide report cards and data as needed
- Salary for a trained Program Coordinator with a bachelor's degree or a minimum of five years' experience in a related field. BBBSCC staff are fully screened, CPR-certified, TB-cleared, certified in Fundamentals of Youth Protection, and employed by BBBSCC.
- Salary for Program Assistant screened, trained, TB clearance and hired by BBBSCC
- Full supervision and coordination of program



- Big Brothers Big Sisters t-shirt for every student

Additional Services:

- Two summer events
- Holiday celebration for Bigs and Littles
 - All Littles & Bigs will receive a gift
 - Food and games
- Customized backpacks and school supplies for Littles
- Provide additional virtual one-on-one match meeting between Big, Little and supervised by coordinator, when applicable
- Provide additional resources for families as needed

Program Cost

Date:	Oct 2026- Aug 2027
Program dates:	Mon, Tues, Wed & Thurs
Summer event:	2
End of the Year Celebration:	1
Holiday celebration:	1
Number of students served:	175
Cost per student:	\$625.00
Additional services per student:	\$125.00

Cost for Palm Elementary:	\$33,750.00
Cost for Golden Valley Elementary:	\$18,750.00
Cost for Cutler Elementary:	\$11,250.00
Cost for Orosi High School	\$48,750.00
Cost for El Monte Middle School:	\$18,750.00
Total cost for COJUSD:	\$131,250.00

1. Compensation/ Billing: Total cost of program is \$131,250.00. Cutler - Orosi Joint Unified School District will be billed \$65,625 on October 1, 2026 and \$65,625 on April 1, 2027.
2. Effective Date and Duration. The MOU and the obligation hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of October 2026 and end August 2027.



3. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
4. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party.
5. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU. In the unique circumstance that BBBSCC program cannot be delivered in the traditional fashion, BBBSCC has developed a plan and curriculum to facilitate program and match meetings via online platforms.
6. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
7. Indemnification.
 - a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
 - b. In the event of any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
 - c. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of



competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- d. These indemnification obligations shall survive the expiration and/or termination of this MOU.
8. Confidentiality. Services provided by BBBSCC are confidential in nature. All student records, health records or other records provided to BBBSCC and their officers, agents, or employees, except as authorized by law are confidential and are not to be shared with other parties. Confidential information obtained by Cutler-Orosi Joint Unified School District or its officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless Cutler-Orosi Joint Unified School District secures prior written authorization from the parent/guardian of the child. Cutler-Orosi Joint Unified School District and their officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by Cutler-Orosi Joint Unified School District are confidential as provided for by the California Education.
 9. Code and the Federal Educational Rights and Privacy Act. BBBSCC agrees to have all of its employees abide by these confidentiality laws regarding student records.
 10. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than BBBSCC and Cutler-Orosi Joint Unified School District.
 11. Interpretation. This MOU represents the entire understanding of BBBSCC and Cutler-Orosi Joint Unified School District as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
 12. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
 13. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.



BBBSCC and Cutler-Orosi Joint Unified School District will hold all information confidential regarding participants and release such information only with signed parental consent or in cooperation with law enforcement investigations in compliance with local and state laws and statutes.

Yolanda Valdez, Superintendent

Cutler-Orosi Joint Unified School District

Date



Diane Phakonekham, President & CEO

Big Brothers Big Sisters of Central California



Date



CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVAL OF OROSI HIGH SCHOOL'S
GRADUATION FIREWORKS SHOW**

ATTACHMENTS: **CONTRACT**

FUNDING SOURCE: **ASB**

DISCUSSION:

In keeping with tradition, the Class of 2026 plans to have a fireworks show at graduation on June 4, 2026, provided by Fireworks & Stage FX America. The cost for this year is \$4,500, which will be raised through a series of fundraisers.

**ITEM SUBMITTED AND
APPROVED BY:**

*Name and title of administrator who reviewed and
approved this item: Raffi Sghomonian, Director of
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 Orosi High School graduation fireworks show.

PROPOSED ACTION:

APPROVE

Item #: 12

Orosi High School



Presents

Class of 2026
A Fireworks Extravaganza
June 4th, 2026

Produced by



"The Difference Is Quality"

Orosi High School

Class of 2026

June 4th, 2026

Bombardments

Program A

Multiple Shot Barrages: provide fabric and texture to your display keeping an excellent and exciting pace. Our high-powered devices provide an exciting ground-to-sky pyrotechnic tableau:

Total Shots 1142



Grand Totals

Program A

Units of Fire (from Bombardments)

1142

Total Shots 1142

Program Price

Total Program Price Inclusive of Insurance, Operator and Transportation

Cost \$4,500

**FA FIREWORKS
& STAGE FX
AMERICA**



**OROSI
CARDINALS**

Fireworks America Products

"The Difference Is Quality"

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality of products, designs, and variety which will far surpass those of our competitors.

Product Definitions Are:

Standard: Aerial Shells include: One color products and multiple colored products such as Chrysanthemums, Peonies, Hearts, Rings, Red, Green, Blue, Yellow, Purple, Orange, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: Aerial Shells include: Flitter, Glitter, Electric Color, Color Changing Transformation, Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Aerial Shells include: Distinctive and Unique Aerial Shells such as Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Double Hearts, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Waterfalls, Special Pattern Shells, Weeping Willow Shells, Shell of Shells, Coconut Palms, and Serpentine Shells, etc..

Compare to our competitors "Special" or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include: Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



Orosi High School
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of Fireworks
- 3) All Equipment to produce the Display
- 4) Insurance Aggregate amount of
\$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)

Orosi High School to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees, if req'd
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Times as
listed below.

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times**.

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Payment Terms:

50% deposit is due on Contract Execution, Balance Net 10 days after display.

Method of Discharge:

The show will be fired Manually / Hand Fired.



PYROTECHNIC PUBLIC DISPLAY CONTRACT

Fireworks & Stage FX America, LLC
 dba: Fireworks America
 PO Box 488
 Lakeside, CA 92040
 619-938-8277
 619-938-8273 Fax

BATF License Number:
 9-CA-073-20-6B-01843
 9-CA-073-23-6B-01844

California Licenses:
 GPD-0528
 I/E-1129
 W-1132

- 1) This Contract, entered into this 9th day of March, 2026, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and OROSI HIGH SCHOOL hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on June 4th, 2026, located at Orosi High School. The time of the display is to be at: 7:30pm.
- 3) BUYER agrees to pay FA the sum of: Four Thousand Five Hundred Dollars (\$4,500.00) (USD) per the following terms: 50% deposit is due to FA on Contract Execution, balance remaining is to be paid in full to FA Net 10 days after the display has fired.
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied. FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

Fireworks America Public Display Contract

6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.

7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.

8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.

9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.

10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.

11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.

12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.

13) FA agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.

14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Other Considerations: **NONE**

20) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 9th day of March, 2026.

Fireworks & Stage FX America, LLC.

Orosi High School

By: J. Scott Danielson

By: _____

Title: President / Manager

Title: _____

Signature:

Signature: _____

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 10, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVAL OF ALTERNATIVE EDUCATION'S
GRADUATION FIREWORKS SHOW**

ATTACHMENTS: **CONTRACT**

FUNDING SOURCE: **ASB FUNDRAISING AND DONATIONS**

DISCUSSION:

In keeping with tradition, the Class of 2026 plans to have a fireworks show at graduation on June 2, 2026, provided by Fireworks & Stage FX America. The cost for this year is \$2,500, which will be raised through a series of fundraisers and donations.

**ITEM SUBMITTED AND
APPROVED BY:**

*Name and title of administrator who reviewed and
approved this item: Raffi Soghomonian, Director of
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 Alternative Education graduation fireworks show.

PROPOSED ACTION:

APPROVE

Item #: 13

Lovell High School



Presents

Class of 2026
A Fireworks Extravaganza
June 2nd, 2026

Produced by



"The Difference Is Quality"

Lovell High School

Class of 2026

June 2nd, 2026

Bombardments

Program A

Multiple Shot Barrages: provide fabric and texture to your display keeping an excellent and exciting pace. Our high-powered devices provide an exciting ground-to-sky pyrotechnic tableau:

Total Shots 497

Grand Totals

Program A

Units of Fire (from Bombardments)
497

Total Shots 497

Program Price

**Total Program Price Inclusive of
Insurance, Operator and
Transportation**

Cost \$2,500

**FA FIREWORKS
& STAGE FX
AMERICA**



Fireworks America Products

"The Difference Is Quality"

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality of products, designs, and variety which will far surpass those of our competitors.

Product Definitions Are:

Standard: Aerial Shells include: One color products and multiple colored products such as Chrysanthemums, Peonies, Hearts, Rings, Red, Green, Blue, Yellow, Purple, Orange, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: Aerial Shells include: Flitter, Glitter, Electric Color, Color Changing Transformation, Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Aerial Shells include: Distinctive and Unique Aerial Shells such as Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Double Hearts, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Waterfalls, Special Pattern Shells, Weeping Willow Shells, Shell of Shells, Coconut Palms, and Serpentine Shells, etc..

Compare to our competitors "Special" or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include: Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



Lovell High School
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of Fireworks
- 3) All Equipment to produce the Display
- 4) Insurance Aggregate amount of
\$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)

Lovell High School to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees, if req'd
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Times as
listed below.

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times**.

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Payment Terms:

50% deposit is due on Contract Execution, Balance Net 10 days after display.

Method of Discharge:

The show will be fired Manually / Hand Fired.



PYROTECHNIC PUBLIC DISPLAY CONTRACT

Fireworks & Stage FX America, LLC
 dba: Fireworks America
 PO Box 488
 Lakeside, CA 92040
 619-938-8277
 619-938-8273 Fax

BATF License Number:

9-CA-073-20-6B-01843
 9-CA-073-23-6B-01844

California Licenses:

GPD-0528
 I/E-1129
 W-1132

- 1) This Contract, entered into this 19th day of March, 2026, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and LOVELL HIGH SCHOOL hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on June 2nd, 2026, located at El Monte Middle School.
 The time of the display is to be at: 7:30pm.
- 3) BUYER agrees to pay FA the sum of: Two Thousand Five Hundred Dollars (\$2,500.00) (USD) per the following terms: 50% deposit is due to FA on Contract Execution, balance remaining is to be paid in full to FA Net 10 days after the display has been fired.
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied.
 FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

Fireworks America Public Display Contract

6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.

7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.

8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.

9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.

10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.

11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.

12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.

13) FA agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.

14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Other Considerations: **NONE**

20) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 19th day of March, 2026.

Fireworks & Stage FX America, LLC.

By: J. Scott Danielson

Title: President / Manager

Signature:

Lovell High School

By: Victoria Guzman

Title: Administrator

Signature: [Signature]

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 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:

☒

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 Interdistrict requests.

PROPOSED ACTION:

APPROVE

Item #: 14

INTER-DISTRICT TRANSFER REQUESTS

April 9, 2026

OUTGOING REQUESTS for 2026-27			
Student	District Requested	Reason	Approved/ Denied
M. Nanez	Dinuba	Parent Employment	Approved
A. Pena	Monson-Sultana	Child Care	Approved
A. Pena	Monson-Sultana	Child Care	Approved
L. Garcia	Dinuba	Parent Employment	Approved
A. Hinojosa	Monson-Sultana	Continued Attendance	Approved
A.J Hernandez Chavez	Dinuba	Parent Employment	Approved
J. Reynoso Renteria	Dinuba	Child Care	Approved
A. Almonte	Monson-Sultana	Continued Attendance	Approved
M. Almonte	Monson-Sultana	Continued Attendance	Approved
M. Hernandez Mota	Monson-Sultana	Continued Attendance	Approved
M. Hernandez Mota	Monson-Sultana	Continued Attendance	Approved
K. Moreno	Monson-Sultana	Continued Attendance	Approved
A. Moreno	Monson-Sultana	Continued Attendance	Approved
M. Vazquez	Monson-Sultana	Continued Attendance	Approved
C.D. Leal Rosales	Monson-Sultana	Continued Attendance	Approved
E. Grimaldo	Monson-Sultana	Continued Attendance	Approved
L. Grimaldo	Monson-Sultana	Continued Attendance	Approved
L. Grimaldo	Monson-Sultana	Continued Attendance	Approved
INCOMING REQUESTS for 2026-27			
Student	District of Residence	Reason	Approved/ Denied
D. Barrera Ventura	Dinuba	Continued Attendance	Approved
J. Barrera Ventura	Dinuba	Continued Attendance	Approved
J. Manzanales	Kingsburg	Continued Attendance	Approved
J. Manzanales	Kingsburg	Continued Attendance	Approved
D. Vidales	Visalia	Parent Employment	Approved
M. Vidales	Visalia	Parent Employment	Approved
N. Vidales	Visalia	Parent Employment	Approved
A. Milligan	Visalia	Child Care	Approved
R. Madrigal Guerra	Dinuba	Parent Employment	Approved
K. Madrigal Guerra	Dinuba	Parent Employment	Approved
D. Madrigal Guerra	Dinuba	Parent Employment	Approved
X. Gomez	Dinuba	Parent Employment	Approved

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE OUT OF STATE 2026 NATIONAL MARIACHI EDUCATION WORKSHOPS**

ATTACHMENTS: **FLYER, ITINERARY, AND TRAVEL AND CONFERENCE FORMS**

FUNDING SOURCE: **PROPOSITION 28**

DISCUSSION: The Secondary Music Department is seeking Board approval to attend the 2026 National Mariachi Education Workshops in Las Vegas, Nevada from June 21-27, 2026. This professional development, administered by Mariachi Education Consultants, LLC, represents the nation's premier training for mariachi educators. Participation will help the continued growth of the Orosi High School and El Monte Middle School programs. Attendees, Jonathan Gaspar and Suzanne Scherr, will acquire specialized "Beginning" and "Intermediate" level repertory binders to be shared between OHS and El Monte. This collaborative effort will help the goal of establishing a Mariachi Lobo ensemble, ensuring a sustainable pipeline of skilled musicians for the high school Mariachi Cardenal program. The total estimated cost is \$3,980.

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:

☒

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 Out of State 2026 Mariachi Education Workshops.

PROPOSED ACTION:

APPROVE

Item #: 15

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Travel and Conference Form

PART A – PRE APPROVAL – MUST BE COMPLETED PRIOR TO SCHEDULING TRAVEL/CONFERENCE

Name: <u>Suzanne Scherr</u>	Date: <u>3/23/2026</u>
Position: <u>Music Teacher</u>	Site: <u>OHS</u>
Conference: <u>2026 National Mariachi Education Workshop</u>	
Conference Location: <u>Las Vegas, Nevada</u>	
Dates of Travel/Conference: <u>6/21/2026</u> <u>6/27/2026</u> <u>7</u>	
<small>From To Days</small>	
Applicant Signature _____	Date: _____
Supervisor Signature _____	Date: _____
Program Signature _____	Date: _____

ESTIMATED EXPENSES	
Registration Fee:	\$ 750
Hotel:	\$ 650
Meals:	\$ 250
Transportation	\$ 300 (flight)
<small>If other than personal car, receipts must be attached.</small>	
Mileage - (personal car)	
<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 80%;"></div> <div style="width: 20%; text-align: center;">X</div> </div>	\$ 725 = \$
<small>Number of miles</small>	<small>Current Rate</small>
Other:	\$ 40 (taxi)
Total Estimated Expenses:	\$ 1990

Funding Source: _____										Must match budget codes listed below.	
Fund	Resource	Year	Goal	Function	Object	Site	Local	LCAP	Manager	%	
010	67700	6	11100	10000	52000	000	0000	0000	200	100	

PART B – STATEMENT OF TRAVEL AND EXPENSE FOR REIMBURSEMENT

Form must be completed and submitted to the Business Office within 30 days after travel/conference.

Original, Itemized Receipts Required

Dates →	Day 1:	Day 2:	Day 3:	Day 4:	Day 5:	Totals
Breakfast <small>(Max \$30/meal AND \$74/day + tax and tip)</small>						\$
Lunch <small>(Max \$30/meal AND \$74/day + tax and tip)</small>						\$
Dinner <small>(Max \$30/meal AND \$74/day + tax and tip)</small>						\$
Hotel						\$
Car Rental						\$
Car Parking						\$
Transportation – personal car <small>(@ \$.725 mile)</small>						\$
Transportation – other						\$
Registration						\$
Other <small>(Receipt required with itemized information)</small>						\$

Total Expenses to be Reimbursed to Employee \$

By signing below, I hereby certify that each expenditure submitted for reimbursement constitutes actual and necessary expense paid by me. I further certify that there are no alcoholic beverages or snacks included and that all expenditures are in accordance with District Policy and Administrative

regulations.

Applicant Signature: _____	Date: _____	Supervisor Signature: _____	Date: _____
Program Signature: _____	Date: _____	Business Signature: _____	Date: _____

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT Travel and Conference Form

PART A – PRE APPROVAL – MUST BE COMPLETED PRIOR TO SCHEDULING TRAVEL/CONFERENCE

Name: <u>Jonathan Gaspar</u>	Date: <u>3/23/2026</u>
Position: <u>Music Director/Instructor</u>	Site: <u>OHS</u>
Conference: <u>2026 National Mariachi Education Workshop</u>	
Conference Location: <u>Las Vegas, Nevada</u>	
Dates of Travel/Conference: <u>6/21/2026</u> <u>6/27/2026</u> <u>7</u>	
From	To Days
Applicant Signature _____	Date: _____
Supervisor Signature _____	Date: _____
Program Signature _____	Date: _____

ESTIMATED EXPENSES	
Registration Fee:	\$ 750
Hotel:	\$ 650
Meals:	\$ 250
Transportation	\$ 300 (flight)
If other than personal car, receipts must be attached.	
Mileage - (personal car)	
<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 80%;"></div> <div style="font-size: 1.2em;">X</div> </div>	\$ 725 = \$
Number of miles	Current Rate
Other:	\$ 40 (taxi)
Total Estimated Expenses:	\$ 1990

Funding Source: _____							Must match budget codes listed below.			
Fund	Resource	Year	Goal	Function	Object	Site	Local	LCAP	Manager	%
010	67700	6	11100	10000	52000	000	0000	0000	200	100

PART B – STATEMENT OF TRAVEL AND EXPENSE FOR REIMBURSEMENT

Form must be completed and submitted to the Business Office within 30 days after travel/conference.

Original, Itemized Receipts Required

Dates →	Day 1:	Day 2:	Day 3:	Day 4:	Day 5:	Totals
Breakfast (Max \$30/meal AND \$74/day + tax and tip)						\$
Lunch (Max \$30/meal AND \$74/day + tax and tip)						\$
Dinner (Max \$30/meal AND \$74/day + tax and tip)						\$
Hotel						\$
Car Rental						\$
Car Parking						\$
Transportation – personal car (@ \$.725 mile)						\$
Transportation – other						\$
Registration						\$
Other (Receipt required with itemized information)						\$

Total Expenses to be Reimbursed to Employee \$

By signing below, I hereby certify that each expenditure submitted for reimbursement constitutes actual and necessary expense paid by me. I further certify that there are no alcoholic beverages or snacks included and that all expenditures are in accordance with District Policy and Administrative Regulations.

Applicant Signature: _____	Date: _____	Supervisor Signature: _____	Date: _____
Program Signature: _____	Date: _____	Business Signature: _____	Date: _____

National Mariachi Education Consultants
PRESENTS

2026
NATIONAL
MARIACHI EDUCATION
WORKSHOPS

Las Vegas

WELCOME
 TO *Fabulous*
LAS VEGAS
 NEVADA

*The Orleans Hotel
 & Casino*
 June 22-26, 2026

SCAN TO REGISTER!!




	Beginning Group A	Beginning Group B	Intermediate Group	Advanced Group
7:30 – 9:00 a.m.	Registration / Vendor Exhibit Opens			
9:00 – 9:45 a.m.	ex Welcome & Kickoff: Dauphine – Main Room Performance: CCSD Award Winning Middle School Mariachi & Ballet Folklórico			
9:45 – 10:00 a.m.	Break & Instrument Pick up for 1 st Methods Class			
10:00 – 11:00 a.m.	Methods Class 1 <i>Sign up available on Google Form</i> Adv. Violin: Bienville I Int. Trumpet: Dauphine – Main Room Vihuela: La Salle B Guitar: Bienville H Guitarron: La Salle A Adv. Voice: St Charles B Harp: St. Charles A			
11:00 – 11:10 a.m.	Break & Instrument Return / Pick up for 2 nd Methods Class			
11:10 – 12:10 a.m.	Methods Class 2 <i>Sign up available on Google Form</i> Violin: Bienville I Adv. Trumpet: Dauphine – Main Room Int. Vihuela: La Salle A Guitar: Bienville H Guitarron: La Salle A Voice: St Charles B Int. Harp: St. Charles A			
12:10 – 12:20 a.m.	Break & Instrument Return / Pick up for 3 rd Methods Class			
12:20 – 1:20 p.m.	Methods Class 3 <i>Sign up available on Google Form</i> Violin: Bienville I Trumpet: Dauphine – Main Room Adv. Vihuela: La Salle B Int. Guitar: Bienville H Guitarron: La Salle A Adv. Voice: St Charles B Harp: St Charles A			
1:20 – 2:20 p.m.	Lunch Break & Networking – Bienville G (lunch provided on site)			
2:20 – 3:20 p.m.	Methods Class 4 <i>Sign up available on Google Form</i> Violin: Bienville I Trumpet: Dauphine – Main Room Vihuela: La Salle B Adv. Guitar: Bienville H Int. Guitarron: La Salle A Voice: St Charles B Int/Adv Harp: St. Charles A			
3:20 – 3:30 p.m.	Break & Instrument Return / Pick up for 5 th Methods Class			
3:30 – 4:30 p.m.	Methods Class 5 <i>Sign up available on Google Form</i> Int. Violin: Bienville I Trumpet: Dauphine – Main Room Int. Vihuela: La Salle B Guitar: Bienville H Adv. Guitarron: La Salle A Adv. Voice: St Charles B Harp: St. Charles A			
4:30 – 5:00 p.m.	Return Instruments Networking / Exhibit Hall Visit			

	Beginning Group A	Beginning Group B	Intermediate Group	Advanced Group
8:30 a.m. – 9:00 a.m.	Doors / Vendor Exhibit Opens			
9:00 – 9:25 a.m.	Teaching Vocal Warm-ups: Dauphine – Main Room Instructors: Perry Chacon Jr./Tuesday Guest Speakers: CCSO School Board Trustees			
9:25 – 9:40 a.m.	Transition to Classroom / Break			
9:40 – 11:00 a.m.	Sectional 1 – Level I Pedagogy Room: Bienville H Learning About & Teaching the Melodia section Wednesday: Vocals – Perry Chacon Thursday: Ensemble Studies - Jose Hernandez 9:40-10:20am	Sectional 1 – Level I Pedagogy Room: Bienville I Learning About & Teaching the Melodia section Thursday: Ensemble Studies - Jose Hernandez 10:20-11:00am	Sectional 1 – Level II Pedagogy Room: Dauphine - Main Room Learning About & Teaching the Melodia section Tuesday: Vocals – Perry Chacon Wednesday: Ensemble Studies - Jose Hernandez	Sectional 1 – Level II Pedagogy Room: La Salle B Learning About & Teaching the Melodia section Thursday: Vocals – Perry Chacon
11:00 – 11:10 a.m.	Secondary Instrument Transition / Break			
11:10 – 12:30 p.m.	Sectional 2 – Level I Pedagogy Learning About & Teaching the Armonia section Thursday: Vocals – Perry Chacon	Sectional 2 – Level I Pedagogy Learning About & Teaching the Armonia section Wednesday: Vocals – Perry Chacon	Sectional 2 – Level II Pedagogy Learning About & Teaching the Armonia section Thursday: Ensemble Studies - Jose Hernandez 11:10 - 11:50am	Sectional 2 – Level II Pedagogy Learning About & Teaching the Armonia section Tuesday: Vocals – Perry Chacon Wednesday: Ensemble Studies - Jose Hernandez Thursday: Ensemble Studies - Jose Hernandez 11:50 - 12:30pm
12:30 – 1:30 p.m.	Lunch Break & Networking: Bienville G			
1:35 – 2:20 p.m.	Tuesday, June 25th General Session: Dauphine – Main Room "Leveraging Classical Training in Mariachi Singing" – Avigai Gonzalez Vocal exercises designed to help mariachi singers integrate classical techniques to find a balance that suits the mariachi voice.	Wednesday, June 26th General Session: Dauphine – Main Room "Vocal Style & Interpretation in Mariachi" – Jose Hernandez Exploration of mariachi vocal interpretation and styles. This session explores how to bring authenticity, emotion, and character to your mariachi vocal.	Thursday, June 27th General Session: Dauphine – Main Room Mexico in Motion: The Regional Styles of Ballet Folklorico - Ernest Adame Experience the movement, music, and meaning behind the key regional traditions that make Ballet Folklorico so culturally rich.	
2:20 – 2:30 p.m.	Tertiary Instrument Transition / Break			
2:30 – 3:30 p.m.	Sectional 3 – Level I Pedagogy Learning About & Teaching the Melodia section Tuesday: Vocals – Perry Chacon Wednesday: Ensemble Studies - Jose H.	Sectional 3 – Level I Pedagogy Learning About & Teaching the Melodia section Thursday: Vocals – Perry Chacon	Sectional 3 – Level II Pedagogy Learning About & Teaching the Melodia section Wednesday: Vocals – Perry Chacon	Sectional 4 – Level II Pedagogy Learning About & Teaching the Melodia section
3:30 – 3:40 p.m.	Instrument Transition / Break			
3:40 – 4:30 p.m.	Sectional 4 – Level I Pedagogy Learning About & Teaching the Armonia section Tuesday: Vocals – Perry Chacon Wednesday: Ensemble Studies - Jose H.	Sectional 4 – Level I Pedagogy Learning About & Teaching the Armonia section Thursday: Vocals – Perry Chacon Wednesday: Ensemble Studies - Jose H.	Sectional 4 – Level II Pedagogy Learning About & Teaching the Armonia section Thursday: Vocals – Perry Chacon	Sectional 4 – Level III Pedagogy Learning About & Teaching the Armonia section Wednesday: Vocals – Perry Chacon
4:30 – 5:00 p.m.	Wrap Up Q & A in Dauphine Put Away Instruments			

	Beginning Group A	Beginning Group B	Intermediate Group	Advanced Group
8:30 a.m. – 9:00 a.m.		Doors / Vendor Exhibit Opens		
9:00 – 9:10 a.m.		Teaching Vocal Warm-ups: Dauphine – Main Room Instructor: Perry Chacon Jr.		
9:10 – 9:15 a.m.		Transition to Classroom / Break		
9:15 – 10:15 a.m.	Ensemble Stage Rehearsal Dauphine – Main Room	Ensemble Rehearsal Room: Bienville I Incorporating pedagogy into selections	Ensemble Rehearsal Room: LaSalle A Incorporating pedagogy into selections	Ensemble Rehearsal Room: LaSalle B Incorporating pedagogy into selections
10:15 – 11:15 a.m.	Ensemble Rehearsal Room: Bienville H Incorporating pedagogy into selections	Ensemble Stage Rehearsal Dauphine – Main Room **Transition to theater at 10:10 a.m.	Vocals – Perry Chacon 9:15 – 10:15 a.m.	Vocals – Perry Chacon 10:15 – 11:15 a.m.
11:15 – 12:15 a.m.	Vocals – Perry Chacon 11:15 – 12:15 a.m.	Ensemble Rehearsal Room: Bienville I Incorporating pedagogy into selections	Ensemble Stage Rehearsal Dauphine – Main Room **Transition to theater at 11:10 a.m.	Ensemble Stage Rehearsal Dauphine – Main Room **Transition to theater at 12:10 a.m.
12:15 – 1:15 p.m.		Vocals – Perry Chacon 12:15 – 1:15 p.m.	Ensemble Rehearsal Room: LaSalle A Incorporating pedagogy into selections	
1:30 – 2:30 p.m.		Lunch Break & Networking – Bienville G		
2:30 – 3:15 p.m.		Concert Preparation – All mariachi ensembles to be dressed for the start of concert at 3:15 p.m.		
3:30 p.m.		CONCERT BEGINS		
		Guest performances by Mariachi Internacional - Las Vegas Academy of the Arts & Mariachi Plata – College of Southern Nevada		
6:30 – 9:00 p.m.	TUESDAY - READING/JAM SESSION	WEDNESDAY - MARIACHI MIXER	FRIDAY - CONCERT & NETWORKING	(MORE INFO BELOW)

ADDITIONAL CONFERENCE INFORMATION

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
REQUIRED MEETING With all credit-bearing students 5:00 – 5:30 p.m.	REQUIRED MEETING With all credit-bearing students 5:00 – 5:30 p.m.	REQUIRED MEETING With all credit-bearing students 5:00 – 5:30 p.m.	REQUIRED MEETING With all credit-bearing students 5:00 – 5:30 p.m.	REQUIRED MEETING With all credit-bearing students 5:00 – 5:30 p.m.
PRIVATE LESSONS Attendees schedule individually with instructor	PRIVATE LESSONS Attendees schedule individually with instructor	PRIVATE LESSONS Attendees schedule individually with instructor	PRIVATE LESSONS Attendees schedule individually with instructor	REQUIRED CONCERT WITH MARIACHI Sol de Las Vegas 7:00 – 9:00 p.m. Dauphine – Main Room Sponsored by National Mariachi Education Consultants
	MARIACHI READING/JAM SESSION 6:30 – 8:30 p.m. Bring notebooks and printed parts.	MARIACHI MIXER / SOCIAL 7:00 – 9:00 p.m. Sponsored by Mariachi Depot Boulevard Mall – Suite 105 3528 S. Maryland Pkwy	ATTENDEES ON YOUR OWN Enjoy some free time to explore Las Vegas	IMPORTANT Bring a white long sleeve dress shirt & black pants/long skirt for the concert performance.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY TEACHTOWN STUDENT EQUITY QUOTE**

ATTACHMENTS: **TEACHTOWN STUDENT EQUITY QUOTE**

FUNDING SOURCE: **ARTS, MUSIC, AND INSTRUCTIONAL MATERIALS DISCRETIONARY BLOCK GRANT (AMIM)**

DISCUSSION: Attached for Board ratification is a quote from Teachtown; a supplemental curriculum designed for students with disabilities that can also be implemented with grades TK-12. The total cost of this purchase is \$12,208.86.

ITEM SUBMITTED AND APPROVED BY:

Name and title of administrator who reviewed and approved this item: Antonio Quintanilla; Director of Special Services

BOARD GOAL:

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

RECOMMENDATION:

The Superintendent recommends the Board ratify the Teachtown Student Equity Proposal and Quote

PROPOSED ACTION:

RATIFY

Item #: 16



Company Address 2 Constitution Way
Woburn, Massachusetts 01801
United States

Created Date 3/17/2026

Bill To Name Cutler-Orosi Joint Unified School District
Bill To 12623 Avenue 416
Orosi, California 93647-2017
United States

Order Number 00031428

Billing Frequency Upfront

Contract Start Date 6/2/2026

Net Terms 30

Contract End Date 6/1/2027

Customer PO
Required

Term in Months 12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Extended Price
enCORE K-12 Student Sub Std Pkg	Software	6/2/2026	6/1/2027	USD 375.00	14.00	USD 5,250.00
enCORE K-2 Package - Physical Goods Classroom Package - Standard	Physical Goods			USD 4,799.00	1.00	USD 4,799.00
enCORE Tier 5 Asynchronous Training Package-1 Yr	Services	6/2/2026	6/1/2027	USD 1,500.00	1.00	USD 1,500.00
Shipping and Handling	Shipping	6/2/2026	6/1/2027	USD 287.94	1.00	USD 287.94
Sales Tax	Taxes			USD 371.92	1.00	USD 371.92

Software Subtotal USD 5,250.00
Physical Goods Subtotal USD 4,799.00
Services Subtotal USD 1,500.00
Shipping Total USD 287.94
Sales Tax Total USD 371.92

Grand Total USD 12,208.86

For questions on this order, contact:

TeachTown Representative Claire Gautier
Prepared By Claire Gautier
Email cgaugier@jigsawlearning.com





Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:

<https://web.teachtown.com/terms-of-service/>

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mall: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign
on Behalf of the Org

Quote Acceptance Information

Signature

Name

Title

Date

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term



CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE RIVERSIDE INSIGHTS' WJV-
UNLIMITED SUBSCRIPTION**

ATTACHMENTS: **RIVERSIDE INSIGHTS SALES QUOTE**

FUNDING SOURCE: **ARTS, MUSIC, AND INSTRUCTIONAL MATERIALS
DISCRETIONARY BLOCK GRANT (AMIM)**

DISCUSSION: Attached for Board approval is a sales quote from Riverside Insights for WJV-Unlimited subscriptions. The WJ-5 assessment battery is the updated version to the WJ-IV assessment battery that includes both the academic achievement and cognitive assessments that are utilized as part of the robust assessment library in determining learning disabilities and establishing the academic goals written into IEPs. The total cost for a three-year service is \$11,291.28.

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

BOARD GOAL:

☐	1. Achieve academic excellence and meet the needs 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 2025-2026 Sunbelt Service Agreement.

PROPOSED ACTION: RATIFY

Item #: 17



SALES QUOTE

Sales Quote Number: QH42767

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

Bill To:

12623 Avenue 416

Orosi, United States, CA, 93647-2017

Ship To:

Quote Information:

Title: Cutler Orosi Joint USD - WJ V - 3 Year Subscription 20% Off

Order Contact: Antonio Quintanilla

Organization: Cutler Orosi Joint USD

Valid To

Jul 31, 2026

Customer Number: 331378

Quote Amount: \$11,291.28

Incoterms:

Payment Terms: Within 30 days Due net

We assume no responsibility for safe delivery of shipments by mail unless insured. All claims for allowance for shortages, etc. must be made immediately upon receipt of goods and invoice.

For additional information or questions, please contact:

Elaine Fortier

elaine.fortier@riversideinsights.com

Riverside Insights Federal ID#: 83-1794965

Quote Message: The discount outlined in this quote reflects an additional discount for paying the full multi-year term up front. If you prefer to pay in installments, please contact Elaine Fortier for a revised quote.

Year 1

QUOTE DETAILS - unit net price may be rounded

Material No	Description	Start Date	End Date	QTY	Price Per Unit	Extended Net Price	List Price	List
2001557	WJV-Unlimited Subscription	Jul 1, 2026	Jun 30, 2027	3,619	\$1.04	\$3,763.76	\$4,704.70	\$1.30
							Sub Total	\$4,704.70
							Discount	\$940.94
							Quote Amount	\$3,763.76

Year 2

QUOTE DETAILS - unit net price may be rounded

Material No	Description	Start Date	End Date	QTY	Price Per Unit	Extended Net Price	List Price	List
2001557	WJV-Unlimited Subscription	Jul 1, 2027	Jun 30, 2028	3,619	\$1.04	\$3,763.76	\$4,704.70	\$1.30
							Sub Total	\$4,704.70
							Discount	\$940.94
							Quote Amount	\$3,763.76

Year 3

QUOTE DETAILS - unit net price may be rounded

Material No	Description	Start Date	End Date	QTY	Price Per Unit	Extended Net Price	List Price	List
2001557	WJV-Unlimited Subscription	Jul 1, 2028	Jun 30, 2029	3,619	\$1.04	\$3,763.76	\$4,704.70	\$1.30
							Sub Total	\$4,704.70
							Discount	\$940.94
							Quote Amount	\$3,763.76

Total Net Price	\$11,291.28
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Contact Customer Service:

Riverside Insights
 One Pierce Place, Suite 900W
 Itasca, IL 60143
 Phone: 800-323-9540 inquiry@service.riversideinsights.com

To place an order:

send via email to: orders@service.riversideinsights.com

Subject to Riverside Insights' standard Terms and Conditions at: www.riversideinsights.com.

Add Sales Tax to your PO if Applicable.

Thank you for choosing Riverside Insights™. We share your commitment to helping individuals elevate their learning potential.

Additionally, to find the detailed Terms and Conditions, please visit the following link: <https://riversideinsights.com/policies>

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE SUNBELT SERVICE AGREEMENT**

ATTACHMENTS: **SUNBELT SERVICE AGREEMENT**

FUNDING SOURCE: **SPECIAL EDUCATION EARLY EDUCATION PRESCHOOL GRANT**

DISCUSSION: The purpose of this service agreement is to provide in-person speech therapy through contracted licensed speech and language pathologists from April 13, 2026 through June 4, 2026. During the course of the service agreement, Sunbelt will conduct comprehensive pre-assignment screening to provide licensed consultants who meet the applicable professional standards. The intent of this agreement is to secure a bi-lingual speech and language pathologist that can be able to provide speech therapy, as described within their IEP, to students in Preschool. This contract can be terminated with 30 days' notice if/when these services are no longer necessary. This service agreement will be funded through the Special Education Early Intervention Preschool Grant and has an estimated cost of \$33,792.00.

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

BOARD GOAL:

☐	1. Achieve academic excellence and meet the needs 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 2025-2026 Sunbelt Service Agreement.**

PROPOSED ACTION: **RATIFY**

Item #: 18



CLIENT SERVICES AGREEMENT

Education Division

Sunbelt Staffing, LLC (the “Company”) and **Cutler-Orosi Joint Unified** whose principal location is 12623 Ave. 416, Orosi, CA 93647 (“Client”) enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company’s employees (the “Consultant” or “Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services

The Company, a staffing agency in the business of providing supplemental staffing, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify a replacement in a timely manner.

2. Independent Contractor

The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. Term of Agreement

This Agreement begins on the date of the latest signature below (“Effective Date”) and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. Telepractice Services

Company, at Client’s request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision’s telepractice services.

5. Insurance

Company will maintain at least the following minimum amounts of insurance:

- a) General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.
- b) Workers Compensation - in accordance with state regulations.
- c) Employer’s Liability - \$1,000,000.
- d) Excess Liability over General Liability and Employer’s Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.
- e) Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.
- f) Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate

6. Competency and Licensing

Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client



CLIENT SERVICES AGREEMENT

Education Division

requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. Credentialing and Onboarding

Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. On-Site Responsibility

Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.



CLIENT SERVICES AGREEMENT

Education Division

9. Administrative Responsibilities

Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. Workplace Conditions and Reporting of Work-Related Injuries

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. Employment of Consultants

Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

12. Equal Opportunity and Workplace Harassment

Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge,



CLIENT SERVICES AGREEMENT

Education Division

complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents.

13. Timekeeping and Invoicing

Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases

Company will submit invoices to Client on a weekly basis for all services provided during the previous week.

Client's payment is due within fifteen (15) days of receipt of invoice.

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

16. Incident and Error Tracking

Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. Termination of Assignment With Cause

www.sunbeltstaffing.com

501 Brooker Creek Boulevard • Suite A-400 • Oldsmar Florida 34677 • 800-659-1522



CLIENT SERVICES AGREEMENT

Education Division

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause

Client may terminate an assignment or this Agreement upon sixty (60) days written notice. Client is responsible for all charges and fees prior to notice date and through the 60-day period of notice. If Client is unable to or does not provide sixty (60) days written notice, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours

Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline



CLIENT SERVICES AGREEMENT

Education Division

virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of \$200 per day for each workday that the affected Consultant is unable to work due to an **Unscheduled Closure**.

21. Multiple Locations

If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. Issue Resolution

In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing



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rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension,



CLIENT SERVICES AGREEMENT

Education Division

Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding

The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Notices

All notices required to be given in writing will be sent to the names/addresses listed below.

To: Sunbelt Staffing, LLC
 Attn: Contract Department
 501 Brooker Creek Boulevard, Suite A-400
 Oldsmar FL 34677
 Email: ContractNotices@sunbeltstaffing.com

To: Cutler-Orosi Joint Unified
 12623 Ave. 416, Orosi, CA 93647

30. Survival

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

31. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

32. Electronic Signatures, Counterparts, and Authority



CLIENT SERVICES AGREEMENT

Education Division

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement

This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement)*

CLIENT ID – CLIENT NAME

24339-Cutler-Orosi Joint Unified

Sunbelt Staffing, LLC

Signature _____ Date _____

Signature _____ Date _____

Print Name _____

Print Name _____

Title _____

Title _____



Client Assignment Confirmation

Education Division
Addendum A

Client agrees to pay Sunbelt Staffing LLC ("Sunbelt" or "the Company") for hours worked by Consultant on the following terms:

Client Name:	Cutler-Orosi Joint Unified		
Client Location:	12623 Ave. 416 Orosi CA 93647 United States		
Sunbelt Consultant:	Shannon Johnson		
Position:	SLP		
Assignment Start Date:	04/13/2026	Assignment End Date:	06/04/2026
Bill Rate per Hour:	\$132.00	Overtime Rate per Hour:	\$198.00
Minimum Weekly Hours:	32 Weekly hours are based on service date according to published school calendar		
Expenses:	Unless otherwise stated, Bill Rate is inclusive of all expenses.		
Miscellaneous:	32 hours, Candidate working a hybrid schedule 3 days in-person 1 day virtual. Potential to extend to up to 40 hours per week.		

Account Executive Information: Antonio Pantoja
Antonio.pantoja@sunbeltstaffing.com
813-358-9576

Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Option of virtual services will be offered by Sunbelt in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

-

The Consultant working this assignment is subject to the California Meal and Rest Break Period Laws. Client shall adhere to and enforce the state-mandated meal and rest breaks as defined within California's Wage and Hour Laws.

By: 24339-Cutler-Orosi Joint Unified

Print Name: _____

Title: _____

Date: _____

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Sunbelt is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.*

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 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 #: 19

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY AND ADMINISTRATIVE REGULATION 5144.1: SUSPENSION AND EXPULSION/DUE PROCESS**

ATTACHMENTS: **BOARD POLICY AND ADMINISTRATIVE REGULATION 5144.1: SUSPENSION AND EXPULSION/DUE PROCESS**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval are Board Policy and Administrative Regulation 5144.1: Suspension and Expulsion/Due Process, updated to add that off campus student behavior may result in discipline when it disrupts district programs and activities or is otherwise prohibited by law, Board Policy, or Administrative Regulation. In addition, updates reflect new law which requires the Board, at the time of the expulsion order, to recommend a plan for the student's rehabilitation and adds to the list of outcome data the Superintendent or designee is required to maintain.

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:

- | | |
|-------------------------------------|--|
| ☒ | 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 updated Board Policy and Administrative Regulation 5144.1: Suspension and Expulsion/Due Process.**

PROPOSED ACTION: **APPROVE**

Item #: 20

Policy 5144.1: Suspension And Expulsion/Due Process

Status: DRAFT

Original Adopted Date: 06/21/2012 | Last Revised Date: 03/13/2025

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

Off campus behavior may result in discipline when it disrupts district programs and activities or as otherwise prohibited by law, Board policy, or administrative regulation.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in Items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled based solely on a student's truancy, tardiness, or absenteeism from assigned school activities. (Education Code 48900)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

On a case-by-case basis, a student Board member(s) may make restorative justice recommendations to the Board regarding specific expulsion matters, in accordance with Board Bylaw 9150 - Student Board Members.

A vote to expel a student shall be taken in an open session of a Board meeting. (Education Code 48918(j))

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled or unenrolled except under limited circumstances in accordance with Education Code 8489.1 and as specified in Administrative Regulation 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording the students due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Plan for Rehabilitation

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, in accordance with the accompanying administrative regulation.

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions , including, but not limited to: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The grounds for each recommended expulsion
3. The actions taken by the Board, including whether the student was subsequently expelled and whether the expulsion order was suspended
4. The types of referral made after each expulsion
5. The disposition of the students after the expulsion period, including the completion of a rehabilitation plan or the successful readmission of the student, or both
6. The average length of expulsion terms, including any extensions

For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board at least annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and students experiencing homelessness. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan, which may include monitoring intervention effectiveness.

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: DRAFT

Original Adopted Date: 11/08/2018 | **Last Revised Date:** 03/13/2025

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in "Additional Grounds for Suspension and Expulsion: Grades 4-12," below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

No student may be disciplined prior to a finding being made pursuant to the grievance process established by 34 CFR 106.45, in accordance with Administrative Regulation 5145.71 Title IX Sexual Harassment Complaint Procedures. However, a district may conduct a non-discipline removal of a student in emergency situations where there is an immediate threat to the health or safety of any student or other individual.

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, regardless of whether the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in "Additional Grounds for Suspension and Expulsion; Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic

device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network internet website, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet website created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An *electronic act* is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

When a student has been suspended, or other means of correction have been implemented against the student, for an incident of racist bullying, harassment, or intimidation, the principal or designee may, as appropriate, engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. Additionally, the principal or designee may also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying out the crime. (Education Code 48900.7)

However, students who voluntarily disclose their use of a controlled substance, alcohol, an intoxicant of any kind, or tobacco in order to seek help through services or supports may not be suspended solely for that disclosure. (Education Code 48900)

A student may not be suspended or expelled for disruption or willful defiance. (Education Code 48900)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the

same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Suspension from Class by a Teacher

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as Items #1-19 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher has suspended the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if requested by the parent/guardian or teacher. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

Additionally, a teacher may refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal, or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity away from school to have committed any of the acts listed in the accompanying Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of Items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension upon a student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal

At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence in the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee

A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone

Whenever a student is suspended, the parent/guardian, or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the

county social worker, shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

Additionally, the notice shall state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter (Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

- a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard

This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process
- c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district's educational liaison of the need to invite the foster youth's educational rights holder, attorney and county social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to attend the meeting (Education Code 48853.5, 48911, 48918.1)
- d. If the student involved is a child or youth experiencing homelessness, the Superintendent or designee shall notify the district liaison for homeless students (Education Code 48918.1)
- e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," and "Additional Grounds for Suspension and Expulsion: Grades 4-12," above and within the limits specified under "Suspension by Superintendent, Principal, or Designee," above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public

meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law
2. The student shall have access to appropriate counseling services
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension
4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom and the teacher(s) shall provide all assignments and tests that the student will miss while suspended

If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, in person, by email, or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11059, except for:
 - a. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
 - b. The student's possession of over-the-counter medication for use by the student for medical purposes
 - c. Medication prescribed for the student by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code

48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an offense for which the student may be expelled, the Superintendent, principal, or designee shall offer the student, the student's parent/guardian, or, when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing
2. Have up to two adult support persons present at the hearing at the time the witness testifies
3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth, Students Experiencing Homelessness, and Indian Children

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a student experiencing homelessness, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting

If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion

After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(ii))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in Item #4 below. (Education Code 48918(iii))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs

The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," and "Additional Grounds for Suspension and Expulsion: Grades 4-12," above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential
 - d. The person presiding over the hearing may remove a support person who is disrupting the hearing

- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard

Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment
 - i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony
 - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room
 - iii. The person conducting the hearing may:
 - a. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - b. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours
 - c. Permit one of the support persons to accompany the complaining witness to the witness stand

- 6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Additionally, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which shall include, but not be limited to, periodic review and a preliminary assessment for readmission at least 45 days before the end of the expulsion term. The plan shall be tailored to the student's needs and address the behavior that led to the expulsion. The plan may be developed in consultation with district staff who have knowledge or special expertise regarding the student and include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs. (Education Code 48916)

The Board shall assist the student in locating accessible opportunities that are necessary to complete the requirements of the student's plan for rehabilitation, including, but not limited to, opportunities for counseling and community service. (Education Code 48916)

The Board shall not require the student or the student's parents/guardians to pay for any costs or services the Board determines to be necessary for the student to complete the student's plan of rehabilitation. (Education Code 48916)

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student, or if the student is under 18 years of age, to the student's parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)

2. A description of readmission procedures (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation

This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above, or violates any of the district's rules and regulations governing student conduct (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school

Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian

The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board (Education Code 48917)

Appeal

If a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

The Board shall receive notification from the County Superintendent of Schools, if at any time during the expulsion term and for any reason the County Superintendent is unable to serve the students expelled by the district. Upon notification, the Board shall ensure that another educational program is provided to the student for the duration of the expulsion order which may include entering into an agreement with a County Superintendent in another county to provide education services for the district's expelled students. (Education Code 48916.1)

Upon the change of a student's eligibility for an educational program or at the request of the student's parent/guardian, the Board shall review with the student and the student's parent/guardian the educational options for expelled students as outlined in the plan to provide education services to expelled students pursuant to Education Code 48926. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student

At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.

As part of the review process, the Board shall, upon being informed by the Superintendent or designee, indicate whether the student had access to the necessary resources to complete the student's rehabilitation plan. A rehabilitation plan that is not completed due to financial or transportation barriers or a lack of viable opportunities to complete a term of the rehabilitation plan shall not be a basis to deny the readmission of a student. (Education Code 48916)

2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission

The Board shall consider this recommendation in closed session. If a written request for open session is received from the student's parent/guardian or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission
4. The Board may deny readmission only if it finds that the student either: (Education Code 48916)
 - a. Has not substantially satisfied the conditions of the rehabilitation plan despite having access to the necessary resources and viable opportunities to complete their rehabilitation plan
 - b. That the student continues to exhibit documented behaviors that the student was expelled for or is documented to have committed one or more new acts during the expulsion term that would make the student eligible for another expulsion

5. If Board denies the readmission of a student pursuant to Item #4, the expulsion term may be extended for one semester at a time, at which point the student shall be reassessed for readmission pursuant to Item #1

6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school

7. The Board shall provide written notice to the expelled student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program

This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district.

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Agenda

April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.12: SEARCH AND SEIZURE**

ATTACHMENTS: **BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.12: SEARCH AND SEIZURE**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval are Board Policy and Administrative Regulation 5145.12: Search and Seizure that have been updated to reflect current district practices.

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:



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 updated Board Policy and Administrative Regulation 5145.12: Search and Seizure.

PROPOSED ACTION:

APPROVE

Item #: 21

Policy 5145.12: Search And Seizure

Status: DRAFT

Original Adopted Date: 08/12/2010

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise discretion and use good judgment when conducting searches.

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

Searches Based on Individualized Suspicion

School officials may search an individual student, the student's property, or district property under the student's control when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, the student's property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

Searches of Student Lockers and Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Use of Metal Detectors

The Board finds that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also finds that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors as necessary to keep weapons out of schools and help provide a safe learning environment. The Superintendent or designee shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

Use of Contraband Detection Dogs

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without individualized suspicion.

Regulation 5145.12: Search And Seizure**Status: DRAFT****Original Adopted Date:** 08/12/2010**Use of Metal Detectors**

The Superintendent or designee shall ensure that the following safeguards are used when making metal detector scans:

1. Before walk-through, students shall be asked to empty their pockets and belongings of metallic objects.
2. If an initial metal detector activation occurs, students shall be asked to remove other metallic objects that they may be wearing (e.g., belt and jewelry) and to walk through a second time.
3. If a second activation occurs, a hand-held metal detector shall be used.
4. If the activation is not eliminated or explained, staff shall escort the student to a private area where an expanded search shall be conducted by a staff member of the same gender as the student in the presence of another district employee.
5. The search shall be limited to the detection of the cause of the activation.

Use of Contraband Detection Dogs

Contraband detection dogs shall not be used in classrooms or other district facilities when the rooms are occupied, except for demonstration purposes with the handler present. When used for demonstration purposes, the dog shall be separated from the students and not allowed to sniff any individual.

Prior to conducting an inspection, students shall be asked to leave the room that will be subject to the canine sniff. No student shall be forced to leave personal items behind for inspection, unless school officials have reasonable suspicion to search the item.

Only the dog's official handler shall determine what constitutes an alert by the dog. If the dog alerts on a particular item or place, the student having the use of that item or place, or responsibility for it, shall be called to witness the inspection. If a dog alerts on a locked vehicle, the student who brought the vehicle onto district property shall be asked to unlock it for inspection.

Notifications

At the beginning of each school year and upon enrollment, the Superintendent or designee shall inform students and parents/guardians about the district's policies and procedures for searches, including notice regarding:

1. The possibility of random searches of students, their belongings, their vehicles parked on district property, and district properties under a student's control, including lockers or desks
2. The district's contraband dog detection program
3. The use of metal detector scans

In addition, the Superintendent or designee shall ensure that signs are posted at all schools at which metal detectors are to be used to explain that anyone may be scanned by metal detector for guns, knives, or other illegal weapons when on campus or attending athletic or extracurricular events.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE UPDATED BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.2: FREEDOM OF SPEECH/EXPRESSION**

ATTACHMENTS: **BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.2: FREEDOM OF SPEECH/EXPRESSION**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval are Board Policy and Administrative Regulation 5145.2: Freedom of Speech/Expression that have been updated to add language to the Governing Board's philosophical statement related to providing a welcoming, safe, and supportive school environment that protects students from discrimination, harassment, intimidation, and bullying, or other types of expression prohibited by law. Updates allow a student in middle or high school, with advance notice, can be permitted one excused absence per school year in order to participate in a civic or political events such as voting, poll working, strikes, public commenting, or attending candidate speeches, political or civic forums, or town halls.

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:



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 updated Board Policy and Administrative Regulation 5145.2: Freedom of Speech/Expression.

PROPOSED ACTION:

APPROVE

Item #: 22

Policy 5145.2: Freedom Of Speech/Expression

Status: DRAFT

Original Adopted Date: 08/12/2010

The Governing Board believes that free inquiry and exchange of ideas are essential parts of a democratic education. The Board respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular. Additionally, the Board is committed to providing a welcoming, safe, and supportive school environment that protects students from discrimination, harassment, intimidation, and bullying, or other types of expression prohibited by law.

Students shall have the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the use of official district or school websites or social media accounts identified and made available for such purposes; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official school publications. (Education Code 48907)

Students' freedom of expression shall be restricted only as established by this Board policy, the accompanying administration regulation, Education Code 234.1, 48907, and 48950, and other applicable state and federal laws. Such restrictions include, but are not limited to, prohibitions against students making any expressions or distributing or posting any materials that:

1. Are obscene, libelous, or slanderous
2. Are discriminatory, harassing, intimidating, or bullying
3. Are likely to immediately incite action on district property or during district-sponsored programs or activities that is unlawful or that violates Board policies, administrative regulations, or other district or school rules
4. Substantially disrupt the orderly operation of the district

Additionally, the use of "fighting words" or epithets is prohibited where they are abusive and insulting, rather than merely offensive or provocative, and they are likely to create an actual danger that will cause a breach of the peace.

District staff shall not prohibit or prevent the distribution of, or otherwise censor, material prepared for official school publications except insofar as the content of the material violates this Board policy and the accompanying administrative regulation. (Education Code 48907)

Off-campus student expression, such as electronic expression via a personal device or online expression via a personal social media account, may subject a student to discipline when such expression poses a threat to the safety of other district students, staff, or property, or does or is likely to substantially disrupt the district's educational program. As necessary, the Superintendent or designee shall document the actual or expected impact of the expression.

Student expression that violates this Board policy or the accompanying administrative regulation may be subject to discipline in accordance with Board Policy/Administrative Regulation 5144 - Discipline, Board Policy/Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

Regulation 5145.2: Freedom Of Speech/Expression

Status: DRAFT

Original Adopted Date: 08/12/2010

Time, Place, and Manner Restrictions for Student Expression

Each principal or designee may annually identify physical or electronic locations, such as school courtyards, bulletin boards, or social media accounts, on which students and student organizations may hold a public rally, express and debate issues, or post information of general interest. Additionally, students may distribute handbills, leaflets, and other printed or electronic material, whether produced within or outside of the school. In addition, students may collect signatures on petitions concerning school or nonschool issues. All such expression in a given year shall be limited to the locations identified by the principal or designee for that year.

Materials or petitions may be distributed only:

1. Before or after school or during lunch time
2. For printed materials or petitions, in locations that do not obstruct the normal flow of traffic within the school or at entrances

No student shall use coercion to induce any other student or person to accept materials or to sign a petition. No funds shall be collected for any material distributed.

At the principal or designee's discretion, any materials or petitions may be required to include a disclaimer indicating that views, ideas, and opinions expressed in the materials or petitions are not sponsored by and do not necessarily reflect those of the school or district.

Permissible buttons, badges, armbands, and clothing bearing slogans or sayings may be worn at all times. No employee shall interfere with such expression solely on the grounds that the message may be controversial or unpopular with students or faculty. (Education Code 234.1, 48907)

Official School Publications

Official school publications are materials produced by students in journalism or yearbook courses or programs, student clubs or organizations, student newspapers or other student publications, or writing classes, and distributed to the public or to the student body either for a fee or free. (Education Code 48907)

Each principal may develop a school publications code outlining the responsibility of the students who produce or support the production of content for official student publications and the staff who serve as advisors of official student publications.

All official student publications shall be held to professional standards of language and journalism. (Education Code 48907)

If a staff advisor to an official student publication or other school staff with similar responsibility determines that material intended for inclusion in an official student publication violates the accompanying Board policy or this regulation, the staff advisor or other school staff shall first consider any feasible alternative options to limiting the material. If no other option is feasible, the staff advisor or other school staff shall notify the official student publication, via the student editor-in-chief or similar position, and the student authors of the material without undue delay and shall provide specific reasons for why the submitted material may not be published. Absent extraordinary circumstances, such notice shall be given in sufficient time to allow the official student publication or the student authors to either modify the material or request review by the Superintendent or designee.

At the principal's discretion, all official student publications may be required to include a disclaimer indicating that views, ideas, and opinions expressed in official student publications do not necessarily reflect those of the school or

district.

Student Participation in Civic or Political Events

Upon providing advanced notice and in accordance with Board Policy/Administrative Regulation 5113 - Absences and Excuses, a student in middle or high school shall be permitted one excused absence per school year in order to participate in a civic or political event such as voting, poll working, strikes, public commenting, or attending candidate speeches, political or civic forums, or town halls. (Education Code 48205)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY AND
ADMINISTRATIVE REGULATION 6142.7:
PHYSICAL EDUCATION AND ACTIVITY**

ATTACHMENTS: **BP AND AR 6142.7: PHYSICAL EDUCATION
AND ACTIVITY**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is Board Policy and Administrative Regulation 6142.7: Physical Education and Activity. The updates mandate that districts provide K-12 students with religious accommodations, such as alternative assignments, during periods of fasting. The District is also required to develop and annually review extreme weather protocols based on state guidelines to protect students from extreme weather conditions that include, but are not limited to, periods of extreme heat, excessive precipitation, and floods. Furthermore, FitnessGram results may be delivered to the student and parents/guardians. Results need to also be included in the student's cumulative record.

**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:



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 updated BP and AR 6142.7: Physical Education and Activity.

PROPOSED ACTION:

APPROVE

Item #: 23

**Board Policy Manual
Cutler-Orosi Joint Unified District**

Policy 6142.7: Physical Education And Activity

Status: DRAFT

Original Adopted Date: 04/14/2016 | **Last Revised Date:** 05/11/2023

The Governing Board recognizes the positive benefits of physical activity on student health, well-being, and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong health and fitness.

Physical education classes shall be conducted in a coeducational, inclusive manner in accordance with law. The district shall provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades 1-12 regardless of gender, gender expression, sexual orientation, and mental or physical disability, or any other protected status in accordance with Board Policy/Administrative Regulation 5145.3 - Nondiscrimination/Harassment. (Education Code 220, 221.5, 33352; 5 CCR 4900, 4930, 4931, 4940, 4960; 34 CFR 106.33, 106.34, 300.108)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

The district's physical education program shall engage students in age-appropriate moderate to vigorous physical activity, as defined in the accompanying administrative regulation, including aerobic, muscle-strengthening, and bone-strengthening activities. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

For grades 9-12, the overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

Upon written notification from a student's parent/guardian, or from the student if age 18 years of age or older, stating that the student is participating in religious fasting, the principal or designee shall grant a student an accommodation in connection with any physical activity component of a physical education course during the period of religious fasting. The student shall be provided alternative assignments or activities for the period the student is granted an accommodation. (Education Code 51240.5)

The Superintendent or designee shall develop, adopt, and implement weather protocols that incorporate the standardized guidelines compiled by the California Department of Education and that include specific measures to be taken during extreme weather conditions. The adopted weather protocols shall be annually reviewed, evaluated, and if necessary, updated in accordance with law. (Education Code 33355)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program in accordance with the district's extreme weather protocols and/or shall seek alternative indoor space to enable students to participate in active physical education.

The Superintendent or designee may offer an alternate term schedule for grades 6-12 physical education courses in accordance with Education Code 51222 as specified in the accompanying administrative regulation.

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a student a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet the student's needs cannot be provided
2. The student is enrolled for one-half time or less

Two-Year Exemptions

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the FITNESSGRAM in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352, 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

Permanent Exemptions

The Superintendent or designee may grant a student a permanent exemption from physical education under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years
 However, such a student shall not be permitted to attend fewer total hours of courses and classes than the student would have attended if enrolled in a physical education course.
2. The student is enrolled as a postgraduate student
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise

Students who have been granted a permanent exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352)

Other Exemptions

The Superintendent or designee may grant a student an exemption from physical education under the following special circumstances:

1. When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training

However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)

2. When the student is in any of grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend physical education courses

Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)

3. When the student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours (Education Code 51242)

Program Evaluation

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. Additionally, the Superintendent or designee shall report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity and student well-being.

Regulation 6142.7: Physical Education And Activity

Status: DRAFT

Original Adopted Date: 04/14/2016 | **Last Revised Date:** 05/11/2023

Definitions

Extreme weather conditions are occurrences of unusually severe weather conditions, including, but not limited to, periods of extreme heat, excessive precipitation, and floods, that may pose significant harm to students. (Education Code 33355)

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity that assists in developing and maintaining physical fitness throughout their lifetime, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recess and the lunch period
2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recess and the lunch period
3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days
4. For students in grades 9-12, 400 minutes each 10 school days

An alternate term schedule may be provided for physical education courses in grades 6-12, if the following conditions are met: (Education Code 51222)

1. For students in grade 6 to receive no less than 400 minutes of instruction each 10 school days for a semester of not fewer than 18 weeks during the regular school year, for a total of 3,600 instructional minutes for the school year
2. For students in grades 7-12 to receive no less than 800 minutes of instruction every 10 school days for a semester of not fewer than 18 weeks during the regular school year, for a total of 7,200 instructional minutes for the school year
3. The physical education program is aligned with the physical education framework adopted by the State Board of Education (SBE) in that it provides a sequential, articulated, age-appropriate program
4. The physical education program complies with the course of study requirements of high school physical education programs, as applicable

5. Students are prepared for, and participate in, the physical performance testing as specified in Education Code 60800

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

The Superintendent or designee shall determine a method to document compliance with the required number of instructional minutes. Such documentation may include, but not be limited to, a master schedule, bell schedule, weekly schedule for each teacher providing physical education instruction, district calendar, teacher roster, or log for staff or students to record the number of physical education minutes completed.

Any complaint alleging noncompliance with the instructional minute requirement may be filed in accordance with the district's procedures in Administrative Regulation 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, 51222, 51223; 5 CCR 4600-4670)

Monitoring Moderate to Vigorous Physical Activity

To monitor the amount of time students are engaged in moderate to vigorous physical activity, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity and the amount of time students are inactive during physical education classes
2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

Physical Fitness Testing

During the annual assessment window between the months of February through May, students in grades 5, 7, and 9 shall be administered the physical fitness test designated by SBE (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and CDE for all matters related to the physical fitness test. The duties of the test coordinator shall include, but are not limited to: (5 CCR 1043.4)

1. Responding to correspondence and inquiries from the contractor in a timely manner and as provided in the contractor's instructions
2. Determining district and school site test and test material needs
3. Overseeing the administration of the physical fitness test to students
4. Ensuring that all test data are received from school test sites in sufficient time to satisfy the reporting requirements

Students shall be provided with their individual results after completing the FITNESSGRAM. The test results may be provided in writing or orally as the student completes the testing, and shall be included in the student's cumulative record. (Education Code 49062, 60800; 5 CCR 1043.10)

Each student's test results shall also be provided to the student's parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

Testing Variations

All students may be administered the FITNESSGRAM with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that the student(s) are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital
3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that the student(s) are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

The Superintendent or designee may implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess, lunch, and before- and after-school supervisors on methods to engage students in moderate to vigorous physical activity
2. Encouraging teachers to incorporate physical activity into the classroom
3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, community service, special events, and competitions
4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs
5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students

and community members to engage in recreational activities

6. Developing business partnerships to maximize resources for physical activity equipment and programs
 7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school
-

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY 6146.1: HIGH SCHOOL GRADUATION REQUIREMENTS**

ATTACHMENTS: **BOARD POLICY 6146.1: HIGH SCHOOL GRADUATION REQUIREMENTS**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is Board Policy 6146.1: High School Graduation Requirements, which was updated to clarify the location of graduation exemptions and to reflect several legislative changes. Under AB 821, Career Technical Education (CTE) now counts towards the visual/performing arts or world language requirement. New mandates include a contingent one-semester ethnic studies course (starting 2029-30, pending state funding) and a mandatory stand-alone personal finance course (starting 2030-31), which may exempt students from the economics requirement. The Exemption from District-Adopted Graduation Requirements for Highly Mobile Students section was expanded to consolidate specific protections for foster, homeless, military, migratory, and newcomer students into one unified 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:

☒	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 updated BP 6146.1: High School Graduation Requirements.**

PROPOSED ACTION: **APPROVE**

Item #: 24

Policy 6146.1: High School Graduation Requirements

Status: DRAFT

Original Adopted Date: 03/03/2016 | **Last Revised Date:** 11/13/2025

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Additionally, unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements for Highly Mobile Students" below, or in Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities, district students shall complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)
2. Three courses in mathematics (Education Code 51225.3)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)
4. Three courses in social studies, including United States (US) history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)
5. One course in visual or performing arts, world language, or career technical education (CTE)

For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)
7. Contingent on funding, beginning with the 2029-30 school year, a one-semester course in ethnic studies (Education Code 51225.3)
8. Beginning with the 2030-31 school year, a separate, stand-alone one-semester course in personal finance, that is not combined with any other course (Education Code 51225.3)

A student who completes a separate stand-alone one-semester course in personal finance may be exempted from the requirement to complete a one-semester course in economics. (Education Code 51225.3)

Additionally, to obtain a high school diploma, students in grades 9-12 shall complete the following Board-adopted courses or requirements:

1. Successful completion of Senior Exit Interview and Portfolio Presentation.
2. Community Service Hours (15 hours per year for a total of 60 community service hours).

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

The Superintendent or designee may exempt a student from any graduation requirements adopted by the Board that are in addition to the statewide course requirements. Before exempting a student from such requirements, the Superintendent or designee shall consult with the student and the educational rights holder for the student regarding any impact of not fulfilling district-adopted coursework on the student's ability to gain admission to an institution of higher education. (Education Code 51225.3)

Exemptions from District-Adopted Graduation Requirements for Highly Mobile Students

Highly mobile student means a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, student who is migratory, or a student participating in a newcomer program as specified in Education Code 51225.1.

A highly mobile student who transfers into the district or between district schools any time after completing the second year of high school or, if a newcomer student, who is in the third or fourth year of high school, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

To determine whether a highly mobile student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer, the length of school enrollment, or, for a student with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies the student for the exemption. Additionally, for a newcomer student, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in the student's third or fourth year of high school. (Education Code 51225.1)

Within 30 days of the transfer into a school by a highly mobile student, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

If a highly mobile student who is eligible for an exemption from district-established graduation requirements was not properly notified of the exemption, declined the exemption, or was not previously exempted, the student or the student's educational rights holder may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

When a highly mobile student is not exempted from district-established graduation requirements based on the Superintendent's or designee's determination that the student is reasonably able to complete such requirements by the end of the student's fourth year of high school, within 30 calendar days of the following academic year the student shall be reevaluated based on the student's course completion status at the time to determine if the student continues to be reasonably able to complete the district-established graduation requirements in time to graduate by the end of the student's fourth year of high school. Written notice as to whether the student then qualifies for exemption shall be provided to the student, the person holding the right to make educational decisions for the student, and if applicable, to the student's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the highly mobile student is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Superintendent or designee shall provide the student with the option to receive an exemption from

district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the student, or if under 18 years of age, the person holding the right to make educational decisions for the student, and provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

When a highly mobile student is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student regarding the following: (Education Code 51225.1)

1. Discussion of how any requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution
2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges
3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a highly mobile student to transfer schools in order to qualify for an exemption and shall not grant any request made by an eligible student, or the student's parent/guardian, the person holding the right to make educational decisions for the student, the student's social worker, the student's probation officer, or the district liaison on behalf of the student, as applicable, for a transfer solely to qualify for an exemption. (Education Code 51225.1)

The Superintendent or designee shall not require a highly mobile student who is eligible for an exemption from district-established graduation requirements and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

If a highly mobile student is exempted from district-established graduation requirements, the exemption shall not be revoked. Additionally, the exemption shall continue to apply while the student is enrolled in the school or transfers to another school, including a charter school, or school district, including after the student has ceased to meet the definition of a highly mobile student. (Education Code 51225.1)

The Superintendent or designee shall not require or request a highly mobile student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

Upon making a finding that a highly mobile student is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Consult with the student and, if under 18 years of age, the person holding the right to make educational decisions for the student, of the option to remain in school for a fifth year to complete the district-established graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the student or with the person holding the right to make educational decisions for the student if under 18 years of age, permit the student to stay in school for a fifth year to complete the district-established graduation requirements
4. For a foster youth or a student who is experiencing homelessness, consult with the student and the person holding the right to make educational decisions for the student of the option to remain in the student's school of origin

When a highly mobile student who is eligible for an exemption from district-established graduation requirements is

not reasonably able to complete the district-established graduation requirements within the student's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the student shall be exempted from all district-established graduation requirements and be provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student, regarding the following: (Education Code 51225.1)

1. The student's option to remain in school for a fifth year to complete statewide coursework requirements
2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education
3. Other options available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Information regarding the educational rights of highly mobile students, as specified in Education Code 51225.1, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of highly mobile students, as specified in Education Code 51225.2, may be filed in accordance with the district's procedures in Administrative Regulation 1312.3 - Uniform Complaint Procedures.

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

Additionally, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high

school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Are former members of the military, a resident of California, and received an honorable discharge, or, are current members of the military, a resident of California, and a resident of California when entering the military

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall evaluate classes completed in any high school, community college, or state college, grant credit toward graduation for military service and training received while in the military, and if satisfied that the person has completed the equivalent of the requirements for graduation from high school, grant the person a diploma of graduation.

5. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE ADMINISTRATIVE REGULATION
6173.2: EDUCATION OF CHILDREN OF
MILITARY FAMILIES**

ATTACHMENTS: **ADMINISTRATIVE REGULATION 6173.2:
EDUCATION OF CHILDREN OF MILITARY
FAMILIES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is Administrative Regulation 6143.2: Education of Children of Military Families. The regulation has been updated to include the U.S. Space Force under the Uniformed Services definition for military compact purposes. Per AB 1412, the district must now accept unofficial records, including IEPs and special education documents, provided by parents of military-connected students with disabilities to ensure immediate service while awaiting official records. Sections regarding coursework transfers and graduation exemptions have been removed and relocated to AR 6146.3 and BP 6146.1, respectively. These moved sections now offer consolidated guidance on credit reciprocity, complaint procedures, and graduation requirements specifically for all highly mobile student populations.

**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:



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 updated AR 61732: Education of Children of Military Families.

PROPOSED ACTION:

APPROVE

Item #: 25

Regulation 6173.2: Education Of Children Of Military Families

Status: DRAFT

Original Adopted Date: 09/09/2010

Definitions

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Uniformed services means the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration and the United States Public Health Services. (Education Code 49071)

Enrollment and Residency

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if the parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

When a child of a military family is transferring into the district, the Superintendent or designee shall enroll the student based on unofficial education records, if official records are not yet available. Upon enrollment, the Superintendent or designee shall immediately request the student's official records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701, 56325)

If the child of a military family is a student with disabilities, the district shall take reasonable steps to promptly obtain, from the previous school in which the student was enrolled, the student's records, including the individualized education program (IEP) and supporting documents and any other records relating to the provision of special education and related services to the student. (Education Code 56325)

A child of a military family shall be allowed to continue attending the school of origin, regardless of any change of residence of the family during that school year, for the duration of the student's status as a child of a military family. (Education Code 48204.6)

To provide a child of a military family the benefit of matriculating with peers in accordance with the established feeder patterns of the district, the following shall apply: (Education Code 48204.6)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the school district of origin in the same school attendance areas
2. If the student is transitioning to a middle or high school and the school designated for matriculation is in another district, the student shall be allowed to continue to the school designated for matriculation in that school district

The principal or designee of the new school shall ensure that the student is immediately enrolled even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Health and Safety Code 120325-120480, proof of residency, other documentation, or school uniforms. (Education Code 48204.6)

If the student's status changes during a school year due to the end of military service of the student's parent/guardian, the following shall apply: (Education Code 48204.6)

1. If the student is in grades K-8, the student shall be allowed to continue attending the school of origin through the duration of that academic school year
2. If the student is in high school, the student shall be allowed to continue attending the school of origin through graduation

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

Transportation

The Superintendent or designee may, but is not required to, provide transportation to enable a child of a military family to attend the school of origin or to matriculate to a feeder school as described above, except when indicated in the IEP of a student with a disability or otherwise required by federal law. (Education Code 48204.6)

Placement

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the student's enrollment and/or assessment in the previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services based on the student's current IEP. Additionally, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the student's coursework and credits shall be transferred as specified in Education Code 51225.2 and Board Policy and Administrative Regulation 6146.3 -

Reciprocity of Academic Credit.

Absences

When a student's parent/guardian is an active duty member and is called to duty for, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with the parent/guardian. (Education Code 49701)

Graduation Requirements

A child of a military family who transfers to a district school shall be expected to complete all courses and fulfill graduation requirements as specified in Board Policy 6146.1 - High School Graduation Requirements, unless the student has completed the second year of high school and thereby exempted from such requirements in accordance with Education Code 51225.1.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

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

ATTACHMENTS:

FUNDING SOURCE: **N/A**

DISCUSSION: The Assistant Superintendent of Educational Services will present the process for the District's TK-8 Mathematics curriculum and the team's proposal for Board adoption.

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:



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 Curriculum and Instruction Report.

PROPOSED ACTION:

APPROVE

Item #: 26

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **APPROVAL OF NEW TK-8 MATHEMATICS CURRICULUM: CLASSROOM MATHEMATICS CALIFORNIA BY I-READY**

ATTACHMENTS: **MATH PILOT SCORES**

FUNDING SOURCE:

DISCUSSION: The Department of Educational Services is requesting Board approval of Curriculum Associates: *Classroom Mathematics California by i-Ready* as COJUSD's core Mathematics curriculum for students in grades TK-8 beginning in 2026-27. An Instructional Leadership team completed the preliminary selection process, which began with attending the Instructional Materials fair hosted by TCOE in early December. Following the fair, three publishers were invited to participate in a pre-screening process, including *Curriculum and Associates: Classroom Mathematics California by iReady*, *Cengage: Math and You*, and *Paradigm: Making Math Clear*. Based on the rubric and ranking results from the instructional leadership team, two programs were elevated to the pilot phase of the adoption process: *Classroom Mathematics California by iReady* and *Paradigm: Making Math Clear*. Comprehensive rubrics have been attached for Board review which supports the District's proposal to adopt Curriculum Associates: *Classroom Mathematics California by i-Ready*.

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:

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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 TK-8 Mathematics curriculum: Classroom Mathematics California by i-Ready.

PROPOSED ACTION:

APPROVE

Item #: 27



K-8 Cutler-Orosi Mathematics Materials Evaluation Rubric

Curriculum Name: _____ Reviewer Name(s): _____

Grade/Course: _____ Standard: _____

Content Standards Alignment	Evident	Somewhat Evident	Not Evident
Element 1: Core Instruction - Alignment to Grade-Level Content Standards The curriculum...	2	1	0
Embeds instructional routines to support the development of mathematical ideas.			
Supports the development of conceptual understanding through the use of concrete tools, visual representations, and abstract notation (CRA).			
Utilizes appropriate models or strategies, as called for in the language of the <u>standard</u> .			
Provides teacher guidance to support the learning of new vocabulary (both mathematical and contextual).			
Builds instructional opportunities that align to the appropriate level of rigor indicated in the language of the <u>standard</u> .			
Includes core lessons that stay within the <u>standards</u> of the grade level, off-grade level content is not included in core instruction.			

Notes:

Element 1 Score: _____/12 points



K-8 Cutler-Orosi Mathematics Materials Evaluation Rubric

Content Standards Alignment	Evident	Somewhat Evident	Not Evident
Element 2 & Element 4: Assessment - Alignment to Grade-Level Content Standards & SMPs	2	1	0
The curriculum...			
Provides a variety of formative and summative assessment options.			
Provides assessments with multiple questions types that highlight the habits of mind identified in the SMPs.			
Provides assessments that align to core lessons. The level of rigor and language within the assessments connects to core instruction.			
Includes answer keys and/or sample student responses for all assessment types.			
Includes rubric scoring when appropriate to determine the level of mastery of the content standards & the SMPs.			
Supports teachers to analyze student thinking and to provide diagnostic feedback.			
Includes grading/scoring recommendations that emphasize student thinking or strategies beyond identifying “correct” or “incorrect” solutions.			

Notes:

Element 2 Score: _____/14 points

K-8 Cutler-Orosi Mathematics Materials Evaluation Rubric



Standards for Mathematical Practice (SMPs) Alignment	Evident	Somewhat Evident	Not Evident
Element 3: Core Instruction - Alignment to SMPs	2	1	0
The curriculum...			
Provides core instruction that meaningfully and consistently integrates the SMPs.			
Provides the teacher with support to engage students with the identified SMPs.			
Supports the development of habits of mathematical thinking through instructional routines. Encourages students to reflect on their learning.			
Provides teacher guidance to facilitate student discourse through purposeful questioning.			
Provides opportunities for the teacher to engage in and support students through productive struggle.			
Encourages students to construct arguments and explain their thinking both verbally and in writing.			
Includes opportunities for students to look for and make use of structure through the use of multiple representations.			
Supports the teacher to elicit and use evidence of student thinking to synthesize key learning.			

Notes:

Element 3 Score: _____/16 points

K-8 Cutler-Orosi Mathematics Materials Evaluation Rubric



Three Dimensions of Systemic Change That Support Mathematics Instruction	Evident	Somewhat Evident	Not Evident
Dimension 1: Assets-Based Approach to Instruction	2	1	0
The curriculum...			
Provides space for students to make connections to their cultural, linguistic, and community knowledge.			
Encourages students to share personal strategies and reasoning.			
Provides teacher guidance to incorporate students' lived experiences.			
Offers tasks with multiple entry points and strategies to involve students with diverse learning needs (multilingual learners, students with disabilities, etc).			
Supports teacher reflection.			
Includes references or tools (e.g., Funds of Knowledge framework) for asset-based teaching and has a tiered intervention support plan.			

Notes:

Dimension 1 Score: _____/12 points

K-8 Cutler-Orosi Mathematics Materials Evaluation Rubric



Three Dimensions of Systemic Change That Support Mathematics Instruction	Evident	Somewhat Evident	Not Evident
Dimension 2: Active Engagement Through Investigation and Connection	2	1	0
The curriculum...			
Includes investigative tasks that explore big mathematical ideas.			
Uses real-world or authentic contexts to spark curiosity.			
Embeds the Drivers of Investigation (Make Sense of the World, Predict What Could Happen, Impact the Future) to motivate learning.			
Fosters coherence by designing instruction around the Content Connections (Reasoning with Data, Exploring Changing Quantities, Taking Wholes Apart, Putting Parts Together, Discovering Shape and Space).			
Supports collaborative learning and student discourse.			
Provides multiple representations (visuals, models, numbers, language).			
Includes guidance for facilitating student-generated questions.			

Notes:

Dimension 2 Score: _____/14 points

K-8 Cutler-Orosi Mathematics Materials Evaluation Rubric



Three Dimensions of Systemic Change That Support Mathematics Instruction	Evident	Somewhat Evident	Not Evident
Dimension 3: Instruction that Centers Cultural and Personal Relevance	2	1	0
The curriculum...			
Features culturally and linguistically diverse names, contexts, and perspectives.			
Uses problems relevant to students' lives and communities.			
Supports integration of English Language Development (ELD) Standards.			
Offers teacher guidance for building an inclusive and identity-safe classroom culture.			
Encourages multilingual and multimodal mathematical expression.			
Promotes student identity and belonging in the mathematics community.			

Notes:

Dimension 3 Score: _____/12 points

COJUSD Mathematics Curriculum Materials Evaluation Rubric Summary Sheet

Cutler-Orosi JUSD TK-8 Mathematics Curriculum Evaluation Rubric - iReady

Column 1	Standards Element 1	Standards Element 2 & 4	Standards Element 3	Framework Dimension 1	Framework Dimension 2	Framework Dimension 3	Total
Teacher 1	10	13	13	8	10	8	62
Teacher 2	12	11.5	15	9	13	9	69.5
Teacher 3	10	10	13	6	7	5	51
Teacher 4	10	12	12	6	7	4	51
Teacher 5	12	11	14	6	7	3	53
Teacher 6	11	8	12	8	12	9	60
Teacher 7	11	13	13	9	10	8	64
Teacher 8	11	14	15	11	13	10	74
Teacher 9	11	14	15	11	13	10	74
Teacher 10	12	10	16	9	11	8	66
Teacher 11	12	14	16	8	12	4	66
Teacher 12	12	12	16	12	14	12	78
Teacher 13	11	14	14	12	10	11	72
Teacher 14	12	10	16	11	11	12	72
Teacher 15	10	13	13	6	13	4	59
Teacher 16	11	10	16	11	13	10	71
Teacher 17	10	9	11	8	9	8	55
Teacher 18	12	14	13	8	10	8	65
Teacher 19	11	10	10	8	12	9	60
Teacher 20	12	8	14	9	12	12	67
Teacher 21	11	9	15	12	14	12	73
Average Score	11.14285714	11.4047619	13.9047619	8.952380952	11.0952381	8.380952381	59.23913043

COJUSD Mathematics Curriculum Materials Evaluation Rubric Summary Sheet

Cutler-Orosi JUSD K-8 Mathematics Curriculum Evaluation Rubric - Paradigm

Column 1	Standards Element 1	Standards Element 2 & 4	Standards Element 3	Framework Dimension 1	Framework Dimension 2	Framework Dimension 3	Total
Teacher 1	11	12	14	11	12	10	70
Teacher 2	8	7	11	1	9	1	37
Teacher 3	12	14	16	12	13	12	79
Teacher 4	11	5	6	1	8	1	32
Teacher 5	12	14	15	8	11	7	67
Teacher 6	12	14	16	7	11	6	66
Teacher 7	12	14	15	8	11	7	67
Teacher 8	12	11	12	7	13	8	63
Teacher 9	7	11	10	9	13	8	58
Teacher 10	12	14	16	12	14	12	80
Teacher 11	9	11	11	10	12	11	64
Teacher 12	7	6	10	12	11	12	58
Teacher 13	11	6	11	9	10	2	49
Teacher 14	11	10	13	9	14	8	1
Teacher 15	3	4	1	2	2	0	12
Teacher 16	10	13	13	10	13	12	71
Teacher 17	11	10	14	7	10	5	57
Teacher 18	12	12	14	10	11	8	67
Teacher 19	6	6	2	1	4	3	22
Teacher 20	12	12	16	10	12	12	74
Teacher 21	9	12	8	4	2	8	43
Average Score	10	10.38095238	11.61904762	7.619047619	10.28571429	7.285714286	54.14285714

Timestamp	Overall, how effective is the pilot curriculum supporting student learning of mathematics in your classroom?	How manageable is the curriculum in terms of preparation time, pacing, and daily implementation?	What aspects of the pilot curriculum are working well for you and your students? (Please provide specific examples)	What challenges or barriers have you experienced while implementing the pilot curriculum, and what support would be most helpful going forward?
1/20/2026 11:58:31	5	5	It puts the critical thinking back into the students rather than the teacher. The curriculum is easy to navigate. I like how we can push resources and work through google classroom. The hands on activity is effective for learning. I really enjoy that I am able to do the activity as a whole class and take that same activity to small groups. It's also helpful to have the week at a glance available, making preparation very organized. Having the Learning Target at the top of the activity is helpful.	It does take time to get through a session. However, I am wondering if because one, we started during our foggy day schedules which cuts into our day. In addition, because the students need time to think, reflect, and discuss that is also time consuming. It has been a challenge doing the assessment during the centers because I feel I need to continue engaging with all the students in the group. If I do the assessment while doing the group activity I will loose the students.
1/20/2026 13:39:03	5	5		I would say the biggest challenge is my students attitude about the new curriculum. This is a big adjustment to what we currently have. The types of questioning, the switch of instruction type, and the levels of questioning have all proved that our students need more exposure to higher level thinking. I would absolutely love more time piloting this curriculum to ensure I use all of the components before making a decision. With how the pacing of the lessons go, I am unable to get through the unit in the time that is provided. Therefore, I will not be able to truly assess using an end of unit assessment. In addition, as I only have time to teach the lessons, I do not have any more time to try out small groups if students are not meeting the standard. The curriculum feels a bit overwhelming. There are many materials required, and students need explicit instruction and time to learn how to use them effectively—especially when the unit is taught whole class. At times, students are being introduced to too many materials and new concepts all at once. I believe implementation would be more effective if we implemented this curriculum earlier in the year, allowing students time to learn and practice the strategies before being expected to use them independently. I like that games are in the units, but again, this is something that needs to be taught explicitly before jumping into it which then makes an impact on time. Additional guidance on pacing, prioritizing materials, and gradual rollout of strategies would be helpful in supporting both teachers and students.
1/21/2026 6:00:11	4	3	I really enjoy the slideshows that are available and the extra practice, which are found in the teacher toolbox. The eamount of resources available are truly beneficial.	
1/21/2026 9:41:14	3	2	The number talks at the beginning of each session is working well. I also feel that the sentence starters are helpful.	
1/21/2026 11:55:08	3	4	The curriculum is easy to implement because the slides that they provide walk you through the entire lesson. The lessons also integrate vocabulary into the lessons. I-Ready uses a hundred chart as a strategy to help with the skill of place value. I have never seen this strategy used to teach this concept before. The students are working in partners to help each other work through the process. The students seem to be very engaged. I also love the slides and colorful student books.	At this time I have not come across any challenges or barriers.
1/21/2026 16:40:34	4	4		I couldn't find the spinner that the book kept referring to, so I came up with my own numbers to complete the pages for student practice. I have also noticed that math seems to take longer to teach. Each lesson has a lot going on and more time is needed to prepare for each lesson.
1/21/2026 18:35:38	3	1	Students are very engaged in the new curriculum and are excited to see math problems with pictures and color and real life events.	The challenges I am facing is that I need to use a lot of my personal time to research and get familiar with the curriculum. It would be most helpful to give us a day or two before having to pilot the curriculum. The challenge right now is in preparing for the CAASPP test. I haven't had the curriculum long enough to see if it hits what I normally see on the CAASPP test. I just have to trust that it will be good enough. The pacing for also taking the Math ICA while also taking the pilot assessments is a bit overbearing. The support I could use would just be more training or even being given a couple hours of time outside of the class to explore more of the online resources.
1/22/2026 9:11:38	4	5	The built-in peer to peer discussion questions. Interactive videos for each session are fun and engaging for the kiddos. The "Start" questions at the beginning of each session are great icebreakers to get the kids thinking and talking with partners and sharing out.	

Timestamp	Overall, how effective is the pilot curriculum supporting student learning of mathematics in your classroom?	How manageable is the curriculum in terms of preparation time, pacing, and daily implementation?	What aspects of the pilot curriculum are working well for you and your students? (Please provide specific examples)	What challenges or barriers have you experienced while implementing the pilot curriculum, and what support would be most helpful going forward?
1/23/2026 8:14:33	5	4	<p>The ability to slow down and teach one concept/lesson over the course of 5 days has proven to be highly beneficial. More students are able to grasp the concept with the repeated teaching and practice. The first day of the lesson has been incredible to see. Students who normally wouldn't participate are excitedly waiting to share a CORRECT answer with an EXPLANATION!</p> <p>*Loving the embedded "number talks" at the start of every session.</p> <p>*Love the slides for every lesson: how they are broken up by problem, how easy it is to edit if needed, that discussion questions are included and sprinkled throughout the lesson</p> <p>*Like the practice pages in the thinner book</p> <p>*Like the quick comprehension check after each Lesson</p> <p>*Love that the comprehension have two versions</p> <p>*Love the paper/ printable quiz as review</p>	<p>The centers are a little difficult to start/manage. The online component is nice, however, our technology struggles to support them for the students to access successfully.</p>
1/23/2026 12:46:23	4	4	<p>In our first lesson, there are 4 sessions and each session provides an "try it" activity where students solve a problem on their own first and then share ideas, which was been effective. The "apply it" and "practice" questions are also easy for myself to follow as I am able to have students work with one another, have discussion and collaborate. I have been able to incorporate the use of whiteboards so students can solve these problems using a more familiar, effective tool. This has allowed students to share their work with one another and identify points of confusion.</p>	<p>*the need for more time to practice hard concepts (Fractions on a number line lesson 21 needed more then 3 days) to be able to do the hand on activities</p> <p>*the ability or knowledge to assign the interactive tutorials available to students</p>
1/23/2026 15:57:44	3	3	<p>great opportunities for student discussion and student led learning, online tools, daily slides to use for instruction. I like the way concepts are taught in a weeks span, giving students time to grasp and gain deep understanding.</p>	<p>In the "connect it" activity of certain sessions, students struggle to answer select questions. Many students lack the comprehension of what select questions are asking them to find. A few students may understand the questions but the vast majority of each math period do struggle to comprehend . In these cases, I step in and provide clarification.</p> <p>Also, in certain questions, I believe it assumes that students know the meanings of relevant vocabulary, such as coefficients, constants, like terms, etc. The first session of the Unit provided a graphic organizer to make meaning of the word "term" but this was the only word given to students. Prior to the pilot, I was able to frontload relevant vocabulary with definitions to students to ensure students were familiar with new terminology.</p>
1/23/2026 20:31:49	2	2		<p>Moving forward, I believe the implementation of frontloading vocabulary and references/guided notes would provide the necessary scaffolds that the student workbook lacks.</p> <p>The number of manipulatives, learning mats, and charts suggested for student use during each activity or game makes it difficult for students to manage. The curriculum seems to lack opportunities for teacher modeling and that gradual release. Demos of what the weekly lessons should look like in action would have been helpful. Also, being provided with time to prepare materials, manipulatives, and printing/laminating mats would be helpful if the curriculum is adopted.</p>
1/26/2026 8:49:37	3	3	<p>What has worked well is some students are able to think critically and make connections between sessions. The flow of progression helps build upon each session.</p>	<p>The student books are hard to navigate when data sets the students need are in the back of the book. Students need to flip through various pages to get what they need. Even with the fluency and skills book, additional practice problems are needed.</p>
1/26/2026 13:29:47	4	4	<p>It includes the use of manipulatives and the implemented number sense routines have been helpful.</p>	<p>The teacher manual has not been the most user friendly to follow</p>
1/26/2026 14:48:40	5	5	<p>Love how everything is broken down in an easy to follow manner. My sub loved it.</p>	<p>lack of materials for all. Please ensure we have enough for all students.</p>
2/2/2026 14:05:06	4	3	<p>The curriculum is highly engaging and it provides a wealth of opportunities for students to develop their skills. There were numerous opportunities for students to apply a variety of strategies using manipulatives, work with partners, to calculate both addition and subtraction. The student books contain large print and are colorful. I like the pacing and the digital iReady software, it aligns very well.</p>	<p>Some of the challenges were preparing all the materials needed for the lessons. Some of the lessons took a little longer to implement and some were a bit challenging for the students. The students' also struggle to find their page so that required extra time.</p>
2/2/2026 14:28:26	2	2	<p>I like the consumable. I wish there were more problems.</p>	<p>If I was a new teacher, I would have a hard time navigating the curriculum as a first year. I would need a lot of support.</p>

Timestamp	Overall, how effective is the pilot curriculum supporting student learning of mathematics in your classroom?	How manageable is the curriculum in terms of preparation time, pacing, and daily implementation?	What aspects of the pilot curriculum are working well for you and your students? (Please provide specific examples)	What challenges or barriers have you experienced while implementing the pilot curriculum, and what support would be most helpful going forward?
2/2/2026 14:34:29	3	4	I like that there is plenty of word problem practice. The digital comprehension checks are a great tool for assessing understanding.	There doesn't seem to be any pages for students to practice computation. All problems are word problems. There is no gradual release. My students seem unengaged even though the rigor is high
2/2/2026 14:49:25	4	4	the layout of students' workbook	Didn't really have any challenges
2/2/2026 15:02:04	4	5	I am finding the iReady Math pilot to be very effective. From a teaching perspective, the Teacher Toolbox has been a positive asset because it gives teachers access to interactive slides and differentiated resources in one place streamlines my daily prep. For the students, the engagement level is high. They respond well to the gamified elements of the personalized practice, and the real-world problem-solving scenarios at the start of lessons help ground the math in contexts they actually understand.	Support needed: It would be very helpful to receive guidance on lesson prioritization. Specifically, knowing which parts of the lesson are must-dos versus can-dos when time is short. A modified pacing guide or professional development focused on tightening the transition times would be appreciated.
2/2/2026 15:20:26	5	3	The interactive pages are colorful, and student friendly. The parent letter and homework are easy to understand. The T.E has useful strategies for E.L learners. There is plenty of opportunity for academic conversations. Several aspects of the pilot curriculum are working well for both my students and me. One strength is the clear structure and routines embedded in the lessons. The predictable lesson flow helps my TK students feel safe and confident, especially during transitions, and allows them to focus more on learning rather than what comes next.	It would be nice to have math manipulatives to go with the lessons. For Example they use centimeter squares for measuring arrays.
2/2/2026 19:58:31	5	5	The curriculum also provides developmentally appropriate, hands-on activities that actively engage students. For example, during math lessons, students use manipulatives such as counters, linking cubes, and sorting objects, which has helped them build a stronger understanding of counting, cardinality, and classification. I've noticed increased participation and accuracy when students are able to touch and move objects while learning.	One challenge is time constraints. Some lessons require more time than the instructional minutes available, especially when allowing students adequate time for discussion, hands-on exploration, and movement breaks. This can make it difficult to complete all lesson components while still meeting students' developmental needs.
2/4/2026 6:39:55	3	4	Teacher prep is very minimal. Lots of different level questions to work with. Extra practice to increase fluency. Designed to understand the concept versus procedure. Parent letters is a great addition.	The reteach and extensions were not valuable. They were just games. The warm ups were good because they were number talks but they shouldn't be daily. The lesson quiz is a little long and so they were not ideal for exit tickets.
2/11/2026 15:07:12	5	5	I appreciate having time to plan.	havikng time to prep

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **APPROVE PROPOSED EARLY GRADUATES**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION: Blanca Rodriguez is seeking Board approval for early graduation. The student is on track to meet all graduation credit requirements, on track to complete the required community service hours, has scheduled the Student Exit Interview and Portfolio presentation, maintained a 2.0 GPA or higher, and will meet Career Indicator with approaching prepared status.

**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:

☒

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 #: 28

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE / ORGANIZATIONAL**

AGENDA ITEM: **CLASSIFIED NEGOTIATIONS SALARY
SETTLEMENT AGREEMENT DISCLOSURE**

ATTACHMENTS: **CLASSIFIED NEGOTIATIONS SALARY
SETTLEMENT AGREEMENT**

FUNDING SOURCE: **FUNDS: GENERAL, ADULT ED, CHILD
DEVELOPMENT & CAFETERIA**

DISCUSSION:

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under this Classified Negotiations Salary Settlement Agreement and maintain a positive certification for the current FY 2025-26 and the two projection years 2026-27 & 2027-28. This projection includes all members of the Cutler-Orosi California School Employees Association (CSEA).

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 Classified Negotiations Salary Settlement Agreement Disclosure.**

PROPOSED ACTION: **APPROVE**

Item #: 29

**Summary of Salary Settlement Agreement
With the**

Cutler-Orosi Joint Unified

School District

Section 1: AGREEMENT

Document **FINAL APPROVED**

Name of Bargaining/Represented Unit

CSEA

The proposed agreement covers the period beginning

7/1/2025

and ending

5/30/2026

and

will be acted upon by the Governing Board at its meeting on

4/9/2025

Select the type of employee represented

2. Classified Salaries

Report Version

2014.1

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

PUBLIC DISCLOSURE

The agreement was publicly disclosed on :

4/2/2025

Date

The agreement was [posted at / advertised in] :

LOCATION

(circle one)

DISTRICT OFFICE & COJUSD.ORG

Details of Distribution

GENERAL

Section 2: STATUS OF BARGAINING UNIT AGREEMENTS

If this Public Disclosure is **NOT** applicable to all of the District's bargaining units, indicate the current status.

Certificated

(Select One)

Settled

of Employees Represented

219

Classified

(Select One)

Included in Disclosure

351

Section 3: PROPOSED CHANGE IN COMPENSATION

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2025-26	Year 2 Increase/Decrease 2026-27	Year 3 Increase/Decrease 2027-28
1 Salary Schedule	\$13,242,048.08	\$132,420.48	\$0.00	\$0.00
% Increase		1.00%	%	%
		\$132,420.48	\$0.00	\$0.00
Step and Column		1.00%	%	%
2 Other Compensation	\$0.00	\$47,385.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity Overtime Differential, etc		0.00%	%	%
Description of other compensation		One Time \$135 per CSEA employee		
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$2,736,706.00	\$143,677.08	\$0.00	\$0.00
		5.25%	%	%
4 Health/Welfare Plans	\$5,072,970.00	\$251,112.02	\$0.00	\$0.00
		4.95%	%	%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$21,051,724.08	\$707,015.06	\$0.00	\$0.00
		3.36%	%	%
6 Total Number of Represented Employees (Use FTEs if appropriate)	351.00			
7 Total Compensation Cost for Average Employee	\$59,976.42	\$2,014.29	\$0.00	\$0.00
		3.36%	%	%

Section 4: EXPLANATIONS REGARDING PROPOSAL

Cutler-Orosi Joint Unified School District

Please include an explanation for all questions.

1 Provide a brief narrative of the proposed agreement, including but not limited to:

Proposed changes in compensation, step and column, COLA, health & welfare, include effective dates.

The 2025-26 Classified Salary Schedule will receive an increase of 1%. The District increased the health insurance cap to \$ 15,522 for 2025-26. CSEA staff will also be paid a one time \$135 payment. Article 12.2.3 the District agreed to add \$2 to each tier of the professional growth schedule.

2 Were any additional steps, columns, or ranges added to the schedules? (If yes, explain)

None

3 Explain Non-Compensation Items. I.e. Class Size changes, Staff Development Days, Teacher

Prep Time, etc.

None

4 Explain specific impact (positive or negative) on instructional and support programs to accommodate the settlement? Include staff reductions or increases, elimination or addition of services or programs.

N/A

5 Describe contingency language included in the agreement.

None

6 Are there any major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.?

None

7 What is the Source of Funding for Proposed Agreement in Current Year?

The salary increase and professional growth increase will follow the employees current funding source.

The one time \$135 payment is being funded with a one time restricted grant.

8 If multi-year agreement, what is the source of funding, including assumptions used, to fund the obligations in future years?

N/A

Section 6: IMPACT ON CURRENT YEAR

Cutler-Orosi Joint Unified School District

	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
General Fund					
OPERATING REVENUES					

LCFF/Revenue Sources (8010-8099)	\$62,930,332	\$0	\$0	\$0	\$62,930,332
Federal Revenues	\$15,079,904	\$0	\$0	\$0	\$15,079,904
Other State Revenues	\$17,711,074	\$0	\$0	\$0	\$17,711,074
Other Local Revenues	\$3,965,374	\$0	\$0	\$0	\$3,965,374
TOTAL	\$99,686,684	\$0	\$0	\$0	\$99,686,684
OPERATING EXPENDITURES					
Certificated Salaries	\$32,468,887	\$0	\$0	\$0	\$32,468,887
Classified Salaries	\$16,499,503	\$272,617	-\$112,617	\$0	\$16,659,503
Employee Benefits	\$25,068,888	\$341,046	-\$229,119	\$0	\$25,180,815
Books and Supplies	\$9,048,077	\$0	\$0	\$0	\$9,048,077
Services, Other Operating Expenses	\$19,261,589	\$0	\$0	\$0	\$19,261,589
Capital Outlay	\$15,209,974	\$0	\$0	\$0	\$15,209,974
Other Outgo	\$1,469,864	\$0	\$0	\$0	\$1,469,864
Direct/Indirect Support Costs	-\$227,335	\$0	\$0	\$0	-\$227,335
TOTAL	\$118,799,448	\$613,663	-\$341,736	\$0	\$119,071,375
OPERATING SURPLUS (DEFICIT)	-\$19,112,764	-\$613,663	\$341,736	\$0	-\$19,384,691
OTHER FINANCING SOURCES/USES					
Transfers In	\$1,307,322	\$0	\$0	\$0	\$1,307,322
Transfers <Out>	\$0	\$0	\$0	\$0	\$0
Other Sources	\$0	\$0	\$0	\$0	\$0
Other <Uses>	\$0	\$0	\$0	\$0	\$0
Contributions	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,307,322	\$0	\$0	\$0	\$1,307,322
CURRENT YEAR INCREASE					
(DECREASE) TO FUND BALANCE	-\$17,805,442	-\$613,663	\$341,736	\$0	-\$18,077,369
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$64,051,103				\$64,051,103
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$64,051,103				\$64,051,103
Ending Fund Balance	\$46,245,661	-\$613,663	\$341,736	\$0	\$45,973,734
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable	\$0				\$0
b. Restricted	\$0				\$0
c. Committed	\$0				\$0
1. Stabilization Arrangements	\$0				\$0
2. Other Commitments	\$0				\$0
d. Assigned					
e. Unassigned/Unappropriated	\$0				\$0
1. Reserve for Economic Uncertainties					
2. Unassigned/Unappropriated	\$46,245,661				\$45,973,734
f. Total Components of Ending Fund Balance	\$46,245,661				\$45,973,734
(Line f must agree with Ending Fund Balance)					

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

1. State Reserve Standard		
Total Expenditures, Transfers Out and Uses	\$	119,071,375
State Standard Minimum Reserve Percentage		3%
State Standard Minimum Reserve Amount	\$	3,572,141
2. Budgeted Unrestricted Reserved		
1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789)	\$	
2. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$	36,133,592
3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance	\$	0
Total District Budgeted Unrestricted Reserves (sum lines 1 - 3)	\$	36,133,592
3. Do unrestricted reserves meet the state standard minimum reserve amount?		
Yes	☒	No ☐

Section 8: CERTIFICATION

Cutler-Orosi Joint Unified School District

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN LCFF FUNDING

(a) LCFF Base Funding for year prior to settlement	\$61,427,505.00
(b) Projected LCFF Base Funding for year of settlement	\$62,930,332.00
(c) Amount of Current-Year Increase: (b) minus (a)	\$1,502,827.00
(d) Percentage Increase Base LCFF Funding: (c) divided by (a)	2.45%
(e) Total Compensation Percentage Increase from Section 3, Line 7, Page 1 for current year	3.36%

THE FOLLOWING BUDGET REVISIONS WILL BE NECESSARY TO FUND THE COSTS OF THIS AGREEMENT*Revisions must be filed with County Office of Education within 45 days of adoption (E.C. 42142)*

Description	Revenue Increases	Expenditure Decreases	Fund Balance Reduction
Salary Settlement Costs net of Previously Budgeted Increases		\$271,927	
Reductions Materials, Supplies & Services			
Totals (must agree with Section 6)	\$0	\$271,927	\$0

Budget Revisions must be filed with County Office of Education on or before:**5/24/2026**

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement.

Certification of Financial Condition

District Superintendent
(Signature)

Date

4/9/2026

Positive Certification

Select One

District Chief Business Officer
(Signature)

Date

4/9/2026

Positive Certification

Select One

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on, 4/9/2026
took action to approve the proposed Agreement with the CSEA Bargaining Unit and adopted the new budget
figures as calculated per the agreement.

President, Governing Board
(Signature)

Date

4/9/2026

Section 9: MULTI-YEAR PROJECTION - GENERAL FUND

Cutler-Orosi Joint Unified School District

General Fund	2025-26 Projected Budget	Change	2026-27 Projected Budget	Change	2027-28 Projected Budget
Latest prepared Form MYP - ATTACH TO DISCLOSURE					
Date Prepared	1/31/2026				
It Includes this Settlement	No				
Fund 01 Expenditures and Other Financing Uses	\$118,799,448		\$99,330,914		\$100,865,138
Total Available Reserves	\$20,196,216		\$18,885,086		\$17,111,078
IMPACT OF AGREEMENT ON AVAILABLE RESERVES	(\$383,384)		\$0		\$0
OTHER ADJUSTMENTS TO AVAILABLE RESERVES					
ESTIMATED RESERVES AFTER SETTLEMENT	\$19,812,834		\$16,885,086		\$17,111,078

MINIMUM RESERVE LEVEL				
Minimum Required Percent	3%			
Required Amount per Form MYP Attached		3,563,983	2,979,923	3,019,954
Required Amount after Settlement		3,575,485	2,991,429	3,031,456
Over (Under) Required Reserves		16,237,349	13,893,657	14,079,622
Reserve Requirement Met?		Yes	Yes	Yes

**Summary of Salary Settlement Agreement
With the**

Cutler-Orosi Joint Unified

School District

Section 1: AGREEMENT

Document **FINAL APPROVED**

Name of Bargaining/Represented Unit

CSEA

The proposed agreement covers the period beginning

7/1/2025

and ending

6/30/2026 and

will be acted upon by the Governing Board at its meeting on

4/9/2025

Select the type of employee represented

2. Classified Salaries

Report Version

2014.1

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

PUBLIC DISCLOSURE

The agreement was publicly disclosed on :

4/2/2025

Date

The agreement was [posted at / advertised in] :

LOCATION

(circle one)

DISTRICT OFFICE & COJUSD.ORG

Details of Distribution

GENERAL

Section 2: STATUS OF BARGAINING UNIT AGREEMENTS

If this Public Disclosure is **NOT** applicable to all of the District's bargaining units, indicate the current status.

Certificated

(Select One)

Settled

of Employees Represented

219

Classified

(Select One)

Included in Disclosure

351

Section 3: PROPOSED CHANGE IN COMPENSATION

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2025-26	Year 2 Increase/Decrease 2026-27	Year 3 Increase/Decrease 2027-28
1 Salary Schedule	\$13,242,048.08	\$132,420.48	\$0.00	\$0.00
% Increase		1.00%	%	%
		\$132,420.48	\$0.00	\$0.00
Step and Column		1.00%	%	%
2 Other Compensation	\$0.00	\$47,385.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity Overtime, Differential, etc		0.00%	%	%
Description of other compensation		One Time \$135 per CSEA employee		
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$2,736,706.00	\$143,677.08	\$0.00	\$0.00
		5.25%	%	%
4 Health/Welfare Plans	\$5,072,970.00	\$251,112.02	\$0.00	\$0.00
		4.95%	%	%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$21,051,724.08	\$707,015.06	\$0.00	\$0.00
		3.36%	%	0.00%
6 Total Number of Represented Employees				
Use FTEs if appropriate	351.00			
7 Total Compensation Cost for Average Employee	\$59,976.42	\$2,014.29	\$0.00	\$0.00
		3.36%	%	0.00%

Section 4: EXPLANATIONS REGARDING PROPOSAL

Cutler-Orosi Joint Unified School District

Please include an explanation for all questions.

1 Provide a brief narrative of the proposed agreement, including but not limited to:

Proposed changes in compensation, step and column, COLA, health & welfare, include effective dates.

The 2025-26 Classified Salary Schedule will receive an increase of 1%. The District increased the health insurance cap to \$ 15,522 for 2025-26. CSEA staff will also be paid a one time \$135 payment. Article 12.2.3 the District agreed to add \$2 to each tier of the professional growth schedule.

2 Were any additional steps, columns, or ranges added to the schedules? (If yes, explain)

None

3 Explain Non-Compensation Items. I.e. Class Size changes, Staff Development Days, Teacher Prep Time, etc.

None

4 Explain specific impact (positive or negative) on instructional and support programs to accommodate the settlement? Include staff reductions or increases, elimination or addition of services or programs.

N/A

5 Describe contingency language included in the agreement.

None

6 Are there any major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.?

None

7 What is the Source of Funding for Proposed Agreement in Current Year?

The salary increase and professional growth increase will follow the employees current funding source. The one time \$135 payment is being funded with a one time restricted grant.

8 If multi-year agreement, what is the source of funding, including assumptions used, to fund the obligations in future years?

N/A

Section 6: IMPACT ON CURRENT YEAR

Cutler-Orosi Joint Unified School District

General Fund	Latest Brd Apprvd Budget	Settlement Costs		Other Budget Adjustments	New Projected Budget
		Agreement Adjustments	Previously Budgeted		
OPERATING REVENUES					

LCFF/Revenue Sources (8010-8099)	\$62,930,332	\$0	\$0	\$0	\$62,930,332
Federal Revenues	\$15,079,904	\$0	\$0	\$0	\$15,079,904
Other State Revenues	\$17,711,074	\$0	\$0	\$0	\$17,711,074
Other Local Revenues	\$3,965,374	\$0	\$0	\$0	\$3,965,374
TOTAL	\$99,686,684	\$0	\$0	\$0	\$99,686,684
OPERATING EXPENDITURES					
Certificated Salaries	\$32,468,887	\$0	\$0	\$0	\$32,468,887
Classified Salaries	\$16,499,503	\$272,617	-\$112,617	\$0	\$16,659,503
Employee Benefits	\$25,068,888	\$341,046	-\$229,119	\$0	\$25,180,815
Books and Supplies	\$9,048,077	\$0	\$0	\$0	\$9,048,077
Services, Other Operating Expenses	\$19,261,589	\$0	\$0	\$0	\$19,261,589
Capital Outlay	\$15,209,974	\$0	\$0	\$0	\$15,209,974
Other Outgo	\$1,469,864	\$0	\$0	\$0	\$1,469,864
Direct/Indirect Support Costs	-\$227,335	\$0	\$0	\$0	-\$227,335
TOTAL	\$118,799,448	\$613,663	-\$341,736	\$0	\$119,071,375
OPERATING SURPLUS (DEFICIT)	-\$19,112,764	-\$613,663	\$341,736	\$0	-\$19,384,691
OTHER FINANCING SOURCES/USES					
Transfers In	\$1,307,322	\$0	\$0	\$0	\$1,307,322
Transfers <Out>	\$0	\$0	\$0	\$0	\$0
Other Sources	\$0	\$0	\$0	\$0	\$0
Other <Uses>	\$0	\$0	\$0	\$0	\$0
Contributions	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,307,322	\$0	\$0	\$0	\$1,307,322
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$17,805,442	-\$613,663	\$341,736	\$0	-\$18,077,369
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$64,051,103				\$64,051,103
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$64,051,103				\$64,051,103
Ending Fund Balance	\$46,245,661	-\$613,663	\$341,736	\$0	\$45,973,734
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable	\$0				\$0
b. Restricted	\$0				\$0
c. Committed	\$0				\$0
1. Stabilization Arrangements	\$0				\$0
2. Other Commitments	\$0				\$0
d. Assigned					
e. Unassigned/Unappropriated	\$0				\$0
1. Reserve for Economic Uncertainties					
2. Unassigned/Unappropriated	\$46,245,661				\$45,973,734
f. Total Components of Ending Fund Balance	\$46,245,661				\$45,973,734
(Line f must agree with Ending Fund Balance)					

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

1. State Reserve Standard		
Total Expenditures, Transfers Out and Uses	\$	119,071,375
State Standard Minimum Reserve Percentage		3%
State Standard Minimum Reserve Amount	\$	3,572,141
2. Budgeted Unrestricted Reserved		
1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789)	\$	
2. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$	36,133,592
3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance	\$	0
Total District Budgeted Unrestricted Reserves (sum lines 1 - 3)	\$	36,133,592
3. Do unrestricted reserves meet the state standard minimum reserve amount?		
Yes	☒	No ☐

Section 8: CERTIFICATION

Cutler-Orosi Joint Unified School District

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN LCFF FUNDING

(a) LCFF Base Funding for year prior to settlement	\$61,427,505.00
(b) Projected LCFF Base Funding for year of settlement	\$62,930,332.00
(c) Amount of Current-Year Increase: (b) minus (a)	\$1,502,827.00
(d) Percentage Increase Base LCFF Funding: (c) divided by (a)	2.45%
(e) Total Compensation Percentage Increase from Section 3, Line 7, Page 1 for current year	3.36%

THE FOLLOWING BUDGET REVISIONS WILL BE NECESSARY TO FUND THE COSTS OF THIS AGREEMENT*Revisions must be filed with County Office of Education within 45 days of adoption (E.C. 42142)*

Description	Revenue Increases	Expenditure Decreases	Fund Balance Reduction
Salary Settlement Costs net of Previously Budgeted Increases		\$271,927	
Reductions Materials, Supplies & Services			
Totals (must agree with Section 6)	\$0	\$271,927	\$0

Budget Revisions must be filed with County Office of Education on or before:**5/24/2026**

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement.

Certification of Financial Condition

District Superintendent
(Signature)

Date

4/9/2026

Positive Certification
Select One

District Chief Business Officer
(Signature)

Date

4/9/2026

Positive Certification
Select One

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on, **4/9/2026**
took action to approve the proposed Agreement with the **CSEA** Bargaining Unit and adopted the new budget
figures as calculated per the agreement.

President, Governing Board
(Signature)

Date

4/9/2026

Section 9: MULTI-YEAR PROJECTION - GENERAL FUND

Cutler-Orosi Joint Unified School District

General Fund	2025-26 Projected Budget	Change	2026-27 Projected Budget	Change	2027-28 Projected Budget
Latest prepared Form MYP - ATTACH TO DISCLOSURE					
Date Prepared	1/31/2026				
It Includes this Settlement	No				
Fund 01 Expenditures and Other Financing Uses	\$118,799,448		\$95,330,914		\$100,683,138
Total Available Reserves	\$20,195,218		\$16,885,086		\$17,111,078
IMPACT OF AGREEMENT ON AVAILABLE RESERVES					
	\$383,384		\$0		\$0
OTHER ADJUSTMENTS TO AVAILABLE RESERVES					
ESTIMATED RESERVES AFTER SETTLEMENT	\$19,812,834		\$16,885,086		\$17,111,078

MINIMUM RESERVE LEVEL					
Minimum Required Percent	3%				
Required Amount per Form MYP Attached	\$,563,883		2,979,927		\$,019,954
Required Amount after Settlement	\$,575,485		2,981,429		\$,021,458
Over (Under) Required Reserves	16,237,349		13,893,657		14,079,622
Reserve Requirement Met?	Yes		Yes		Yes

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **PUBLIC HEARING TO ADOPT 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: **Sunsie Tumacder, Assistant Superintendent of Administrative 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.

☒

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:

HOLD HEARING

Item #: 30

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: ADMINISTRATIVE ORGANIZATIONAL

AGENDA ITEM: ADOPT 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: **Sunsie Tumacder, Assistant Superintendent of Administrative 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. |
| ☒ | 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:

ADOPT

Item #: 31

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **PUBLIC HEARING TO ACCEPT 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: **Sunsie Tumacder, Assistant Superintendent of Administrative 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. |
| ☒ | 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: **HOLD HEARING**

Item #:32

**Cutler-Orosi Unified Teachers Association
Sunshine Proposal
2026-2027 Negotiations**

The Association intends to meet with COJUSD to bargain for the 2026-2027 school year.

The Cutler-Orosi Unified Teachers' Association hereby submits the following initial proposal for a successor collective bargaining agreement with the Cutler-Orosi Joint Unified School District. All agreements reached on individual items shall be tentative, subject to a final tentative agreement on the contract. Absent a final agreement modifying the contract, the existing contract language shall remain in full effect.

Article XX and Article XIX: Salary and Teacher Benefits

These items will be bargained to ensure Cutler-Orosi Joint Unified School District continues to attract and retain highly qualified professionals to provide quality instruction for all students.

In addition to the open items of Salary and Benefits, the Association intends to bargain the following:

- **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.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **ACCEPT 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: **Sunsie Tumacder, Assistant Superintendent of Administrative Sevices***

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: **ACCEPT**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF ASSISTANT SUPERINTENDENTS' CONTRACT**

ATTACHMENTS: **CONTRACT**

FUNDING SOURCE: **GENERAL FUND**

DISCUSSION:

The contract for Assistant Superintendent is presented to the board for approval.

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 contract for the Assistant Superintendent.

PROPOSED ACTION:

APPROVE

Item #: 34

**CONTRACT OF EMPLOYMENT
BETWEEN THE
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
AND
SUNSIE TUMACDER
ASSISTANT SUPERINTENDENT- ADMINISTRATIVE SERVICES**

Article I. EMPLOYMENT

This employment agreement is between the Cutler-Orosi Joint Unified School District who shall hereafter be referred to as "District" and those Management Employees designated as Assistant Superintendent hereinafter referred to as "Assistant Superintendent."

The District employs the Assistant Superintendent, and the Assistant Superintendent accepts employment by the District and agrees to comply with all conditions set forth herein and to fulfill all duties of the Assistant Superintendent as designated.

Article II. TERM OF THE AGREEMENT

The Board employs the Assistant Superintendent on a three (3) year basis, commencing April 1, 2026, and terminating on June 30, 2029. Upon receiving a satisfactory written evaluation, the term of this Agreement shall be extended for one year. The Board shall place at the next regularly scheduled Board meeting an agenda item with an amendment extending the Agreement one additional year. (e.g. if Assistant Superintendent receives a satisfactory evaluation in the 2026-2027 school year, the term of this Agreement shall be extended from June 30, 2029, to June 30, 2030). The Assistant Superintendent shall be a full-time Certificated Management Employee of the District.

Article III. SALARY

The annual salary shall be paid on a twelve-month basis. Salary placement shall be on the Management/Confidential Salary Schedule, Range 1.620 Plus MA stipend Step 2. The Assistant Superintendent shall receive yearly step increases in each year up to Step 6 of the Term of this Agreement. The Assistant Superintendent's salary shall be increased by any generally applied compensation increase provided to any members of the certificated employee unit within the District, such as, for example, any increase for COLA, and one-time payment or other increase, on or off the salary schedule, in a percentage amount equal to the greatest amount of any such increase, which for this purpose shall be computed as a percentage increase to the existing salary schedule for the members of any such employee unit in accordance with CalSTRS Creditable Compensations Guidelines effective January 1, 2015. For example, an increase for COLA, a one-time off schedule payment, or a percentage salary increase. The District and Assistant Superintendent shall each make their respective contributions to the State Teachers Retirement System ("STRS") as required by law.

Ratio: 1.620 Plus MA Stipend Step 2

Article IV. WORK YEAR/VACATION

The Assistant Superintendent is a 12-month employee and shall be required to work 223 days and may include weekend days and/or up to twenty-four hours per month of compensated time for work away from the district with the Superintendent's prior approval. The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. The Assistant Superintendent is encouraged to take non-workdays during the year as their time off. Any days above the contracted day (223) shall be compensated at the Assistant Superintendent's daily rate of pay at the conclusion of that fiscal year and with Superintendent Approval. The Assistant Superintendent may carry over ten (10) days, in lieu of compensation, into any succeeding year. In no case shall more than ten (10) days over the contracted days be carried over into any succeeding year. To determine the Assistant Superintendent's daily rate of pay, the parties agree that the Assistant Superintendent's annual base salary shall be divided by 223.

Article V. SICK LEAVE

The Assistant Superintendent shall be allocated twelve (12) days of sick leave annually. This leave may be accumulated without limit. Other leaves shall be provided according to the California Education Code and in no case shall be less than those provided other certificated employees of the District.

Article VI. EXPENSE REIMBURSEMENT

The District shall reimburse the Assistant Superintendent for all actual and necessary expense and travel incurred within the scope of employment while representing the District in accordance with District Policy.

Article VII. FRINGE BENEFITS

The Assistant Superintendent shall be provided with insurance coverage with all premium costs paid for by the District under the District's health, vision and dental insurance plans, for the Assistant Superintendent, Assistant Superintendent's spouse, and Assistant Superintendent's dependents for the plans offered by District and selected by Assistant Superintendent. Should the Assistant Superintendent retire from the District after ten (10) years of service (service shall be counted for any position held in the District by the Assistant Superintendent), District agrees that it shall continue to pay all premium costs for all such health, vision and dental insurance plans for Assistant Superintendent and their spouse until age 65. Such health, vision and dental insurance benefits shall be comparable in all respects and as other administrative personnel in the District. Should Assistant Superintendent continue to be eligible for District provided health insurance benefits after Assistant Superintendent is no longer employed by District, and if Assistant Superintendent has moved from the geographical area where District's then current health insurance providers doesn't offer coverage, Assistant Superintendent shall obtain alternative comparable coverage to that which was in effect on the date of Assistant Superintendent's retirement and the District shall pay all premium, co-pay and deductible costs consistent with the preceding paragraph.

A. Professional Organization/Expenses

The Board shall pay annual dues for Professional development with professional organizations including Association for California School Administrators (ACSA), California Association of School Business Officials (CASBO), and up to one other professional organization related to the duties of the Assistant Superintendent. The District will also provide professional development opportunities which may include trainings, County Offices of Education, the State of California, and private providers as deemed important for the work by the Superintendent.

B. Mileage Reimbursement

Should the Assistant Superintendent be required to drive his/her personal vehicle for District business outside the District's boundaries, they shall be reimbursed for mileage expenses at the IRS rate.

C. Holidays

The Assistant Superintendent shall receive all Holidays granted to the District's certificated management employees.

Article VIII. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of this agreement. Said evaluation shall be related to the position description of the Assistant Superintendent and the approved goals and objectives for the year being evaluated. The Assistant Superintendent shall submit to the Superintendent recommended performance objectives. The performance objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth, but not limited to, those defined in the agreement. On or prior to October 15 of each year, the Superintendent and the Assistant Superintendent shall establish mutually agreed upon performance objectives for that school year. These objectives shall be used to evaluate the Assistant Superintendent. The Superintendent and the Assistant Superintendent in advance of any annual evaluation shall agree upon the format of the evaluation. The Superintendent and the Assistant Superintendent agree that the annual evaluation will occur between April 15 and May 15 of each year. A satisfactory evaluation shall cause the term of this agreement to be extended for one year. After the May 15 deadline, an amendment will be placed on the next regularly scheduled Board agenda extending the Assistant Superintendent's Agreement for one additional year.

Article IX. TERMINATION

A. Discharge for Cause

The Board may terminate the Assistant Superintendent for: (1) breach of this agreement (2) refusal or failure to act in accordance with specific provisions of this agreement (3) Unsatisfactory performance; (4) conviction of a crime or of any crime involving moral turpitude; (5) suspension or revocation of any credential held by the Superintendent.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the Assistant Superintendent. If the Assistant Superintendent disputes the cause the Assistant Superintendent shall be entitled to a conference before the Board in Closed Session. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witness. The Assistant Superintendent shall have the right to have counsel attend at his/her own expense.

The Assistant Superintendent shall be entitled in the event the District contends that there is any basis to terminate the Assistant Superintendent for cause to all the right provided to a certificated employee pursuant to Article 3 of Chapter 4, Part 25 of Division 3, Education Code 44930 et. Seq. including but not limited to, those provisions set forth in Education Code 44944, which provisions shall apply with respect to any such attempted termination of this position as Assistant Superintendent.

B. Discharge Without Cause

The Governing Board may determine not to continue the employment of the Assistant Superintendent during the term of this Agreement if at least a majority of the members of the Board vote to terminate this Agreement without cause and provide the Assistant Superintendent sixty (60) days written notice thereof. Upon the termination of the Agreement at the end of the sixty (60) day notice period, the District shall pay to the Assistant Superintendent in a lump sum or equal monthly payments (method of payment whether lump sum or equal monthly payments will be the decision of the Assistant Superintendent) all aggregate salary that the Assistant Superintendent would have earned under this Agreement for the remainder of his/her contract, but not to exceed twelve (12) months. The Assistant Superintendent shall receive District-paid health coverage for the same period of time.

C. Mutual Consent

This Agreement may be terminated at any time by mutual consent of the District and the Assistant Superintendent.

D. Death

Death of the Assistant Superintendent terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Assistant Superintendent at the time of death, if any, shall be paid to the Assistant Superintendent's estate unless otherwise declared in writing by the Assistant Superintendent.

E. Resignation of the Assistant

The Assistant Superintendent may resign at any time with at least thirty (30) days advance written notice to the Superintendent and the Board, unless the parties agree otherwise.

F. Abuse of Office

Pursuant to Government code section 53243.2, any funds received by the Assistant Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Assistant Superintendent without cause, shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving the abuse of his or her powers of office. If the District funds the criminal defense of the Assistant Superintendent against charges involving the abuse of his or her office or position, and the Assistant Superintendent is then convicted of those charges, the Assistant Superintendent shall fully reimburse the District for all District funds paid for the Assistant Superintendent's criminal defense.

Article X. INDEMNIFICATION AND DEFENSE

The Governing Board shall indemnify and defend the Assistant Superintendent for any judgment, claims, lawsuits, or liabilities pertaining to service with the Cutler-Orosi Joint Unified School District, as is provided in the California Government Code and other applicable provisions of law.

Upon leaving or retiring from the District, the Assistant Superintendent will continue to be indemnified for any actions taken against his or her role as the Assistant Superintendent

Article XI. ANNUAL REVIEW

It is agreed that the conditions of this contract may be reviewed annually.

Article XII. CHANGES IN TERMS OF CONTRACT

This agreement may be changed by mutual consent of the parties hereto. Additional amendments may be added in writing to the Contract by mutual consent of the Assistant Superintendent and the Board.

Article XIII. GOVERNING LAW/VENUE

The laws of the State of California shall govern this Agreement. Venue shall be in the appropriate state court in Tulare County, California or the appropriate federal district court.

Article XIV. NOTICE OF FINALIST IN SEARCH

The Assistant Superintendent shall notify the Superintendent should the Assistant Superintendent become a finalist in the selection process for another position with any other school district, educational agency or other employer.

Article XV. ASSIGNMENT

The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

Article XVI. MANAGEMENT HOURS

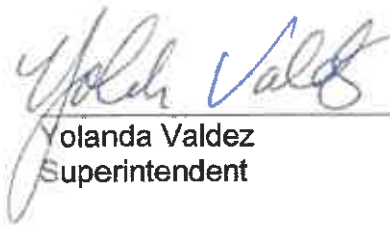
The parties recognize that the demands of the position will require Assistant Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Assistant Superintendent shall not be entitled to overtime compensation.

Article XVII. BOARD APPROVAL

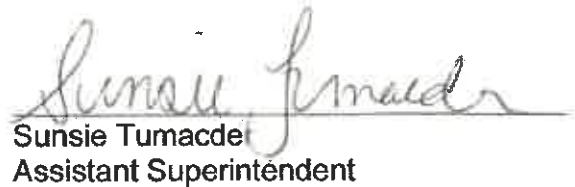
The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.

Article XVX. PUBLIC RECORD

The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.


 Yolanda Valdez
 Superintendent

Dated: 3-27-2026


 Sunsie Tumacde
 Assistant Superintendent

Dated: 3/27/2026

 Sandra Williams
 Board President

Dated: _____

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF A VARIABLE TERM WAIVER FOR ANGELICA AVALOS ACOSTA**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION:

It is recommended that the Board approves the Variable Term Waiver Request (WV1 Form) for Angelica Avalos Acosta. Mrs. Avalos is being recommended as an Educational School Social Worker, El Monte Middle School. She is in the process of obtaining her Pupil Services Credential. This waiver will allow her to provide services and support to our students under Education Code EC 44266, until she completes the necessary coursework to obtain a Pupil Services Credential.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Sunsie Tumacder, Assistant Superintendent of Administrative 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.
☒	3. Create efficient and effective systems that are innovative, accountable and proactive.

RECOMMENDATION: **The Superintendent recommends the Board approve the variable term waiver for Angelica Avalos Acosta.**

PROPOSED ACTION: **APPROVE**

Item #: 35

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF (1) 8 HOUR OUTREACH AIDE**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **ECE CSPP FUNDS**

DISCUSSION:

The District requests Board approval to add the following new positions:

- **(1) Full-Time Outreach Aide** – 8 hours per day / 11 months
 This position is needed to support Early Childhood Education programs and serves as a preventative, cost-effective strategy aligned with district priorities, including enrollment growth, attendance improvement, early literacy, and kindergarten readiness. By strengthening family capacity, increasing preschool enrollment, reducing chronic absenteeism, and supporting early intervention, this position helps minimize the need for future academic remediation and intensive intervention services. Maintaining this position through ECE CSPP funding will ensure continued progress in building strong foundations for long-term student achievement and prevent disruption to critical early childhood services.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: **Sunsie Tumacder, Assistant Superintendent of Administrative 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.
☒	3. Create efficient and effective systems that are innovative, accountable and proactive.

RECOMMENDATION: **The Superintendent recommends the Board approve the new position.**

PROPOSED ACTION: **APPROVE**

Item #: 36

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF PURCHASE—SCHOOL BUSES**
(PIGGYBACK BID—HEMET USD #PUR2024-01)

ATTACHMENTS: **HEMET USD AWARD LETTER, BUSWEST BID**
PROPOSAL, BUSWEST VEHICLE SPECIFICATIONS

FUNDING SOURCE: **HOME TO SCHOOL**

DISCUSSION:

The Facilities, Maintenance, Operations, and Transportation (FMOT) Department requests Board approval to purchase two (2) new 84-passenger school buses from BusWest through a piggyback purchase utilizing Hemet Unified School District Bid #PUR2024-01. This procurement method is permitted under California Public Contract Code and allows the District to utilize a competitively awarded contract that meets all required specifications. The buses feature Thomas Built chassis and body, Cummins L9 engines, and Allison transmissions, ensuring reliability, safety, and compliance with current standards. Delivery is anticipated within 180–210 days after receipt of order.

The total cost is \$326,406.09 per bus, for a combined total of \$652,812.18. This purchase will support student transportation needs while improving operational efficiency and service reliability.

**ITEM SUBMITTED AND
APPROVED BY:**

Name and title of administrator who reviewed and approved this item: Raffi Soghomonian, Director of 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 purchase of two school buses.

PROPOSED ACTION:

APPROVE

Item #: 37



Bid Form
Hemet Unified School District Bid # PUR2024-01

March 26, 2026

Customer Order No.: SBMH SB8374-75

Honorable Board of Trustees
 Cutler-Orosi Joint Unified School District
 12623 Avenue 416
 Orosi, CA 93647

BusWest respectfully submits for your consideration our bid to supply 2 complete 84 pax passenger school buses as follows:

Chassis Make: Thomas	Model: CHSY	Model Year: 2027
Wheelbase: 277"	Engine: Cummins L9	Horsepower: 300
Body Make: Thomas	Model: HDX2	Capacity: 84 pax
Transmission: Allison 3000 PTS		
Delivery Date: 180-210 Days after receipt of order	Subject to Prior Sale: Yes	

Cash Purchase Price (each):	\$ 302,800.00
Doc Fee:	\$ 85.00
Sales Tax @: 7.750%	\$ 23,473.59
CA. Recycle Fee: \$1.75 ea. tire	\$ 10.50
Electronic Filing Fee:	\$ 37.00
Total	\$ 326,406.09

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

 Matt Essex, Sales Representative

 Customer

Quote No.: SB8374-75

***Quote is good for thirty (30) days**

**Subject to change due to volatile market/tariff increases*

To view our full product line and services, please visit www.buswest.com

Hemet Unified School District Bid # PUR2024-01

Prepared For:

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

Prepared By:

BusWest
21107 S. Chico St.
Carson, CA 90745

Stock Number:
SB8274-75

Quote Date:
03/25/2026

Customer Order No:
SBMH SB8274-75

Model Profile: HDX2 380DS

Product Type: School Transportation
Year: 2027
Chassis Model: CHSY
Chassis MFG: THOS
GVWR: 37,600
Passenger Capacity: 84 pax
Headroom: 78
Wheelbase: 277
Brake Type: AIR W/REAR AIR SUSPENSION (23K
Engine Type: CUMMINS L9 300 DIESEL, 6 Cyl, 300 HP, 2200 RPM
Fuel Type: DIESEL
Fuel Tank Capacity: 100
Transmission Type: ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
Axle, Front: 14600-lb Capacity
Axle, Rear: 23000-lb Capacity
Tires, Front: MICHELIN 12R22.5 16(H) PLY XZE LRH
Tires, Rear: MICHELIN 12R22.5 16(H) PLY XZE LRH
Suspension Front: SPRING
Suspension Rear : HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

**Detailed Specification Attached*

Options Included in this Quote:

- 120k BTU Roof Top A/C System
- 6-Head Seon Camera System – Faber Communications

CUSTOMER ORDER APPROVAL

Customer Signature:** _____ **Date:** _____

New bus(es) Info:

Name on bus: _____

Bus Number(s): _____ **CA Number:** _____

**** I have reviewed the quote detail for accuracy and I agree to order the bus(es) as listed**

Includes the Following Equipment:

BODY

ACCESSORIES

- 1 LOCKS-KEYED ALIKE #CH545
- 1 LUGGAGE RACK ALERT - NONE
- 1 LAYOUT-SEAT RAIL HOLES RS
- 1 LAYOUT-SEAT RAIL HOLES LS

CERTIFICATION/SAFETY

- 1 SPECIAL DATA PLATE - METAL V.I.N. TAG ON CHASSIS
- 1 FE-5 3A-40BC
- 1 REFLECTORS-AMBER(4) MID/FRT 3"
- 1 REFLECTORS-RED (4) RR/RR SI 3"
- 1 REFLECTORS-FRONT
- 1 HATCH-RF ESC ADVANTAGE ENG (2)
- 1 HANDLES-W/S SERVICE, BLACK
- 1 KIT,FIRST AID 24 UNIT CA.
- 1 KIT,BODYFLUID CLEANUP NAT.MIN.
- 1 LABEL-PASS ADVISOR INSTRUCTION
- 1 BRACKET-FE 5 FRICTIONTYPE
- 1 LOC-ENT DR COVER 10 UNIT BFC
- 1 LOC-RIGHT OF DRV SEAT 5LB FE BRACKT
- 1 LOC-FIRST AVAIL STREET REF TRIA
- 1 TRIANGLES-REFL. 3 W/BOX
- 1 BRACKET,MTG. REFL. TRIANGLES
- 1 LOC-RR BULKHEAD STR SIDE 24FAK
- 1 LOC-RS FRT BULKHEAD FAK
- 1 ACCUSTL, HTD, RMT, SS, RS EXT
- 1 MIR-B EXT.CROSSVIEW SS.BRKT
- 1 SIGN-STOP, ELECTRIC REAR ONLY FISA STROBE
- 1 MIRROR-INT 6"X30" CAMERA & LEV
- 1 LABEL(S)-SPECIAL DATA, CA
- 1 LABEL-VEHICLE CERTIFICATION
- 1 LABEL-GHG CERTIFICATION ENGLISH

DOORS

- 1 STEP-RS GALV.ENT.DR
- 1 REINF-SIDE DOOR JAMB
- 1 STEPWELL GUARD
- 1 REAR ENGINE DOOR W/O REV
- 2 HANDLE-INT SI DR BLACK
- 1 TRIM-30" SIDE DOOR 30"OPENING
- 1 DOOR-ENT AG2 TINT TEMP LOCK
- 1 PWR SYST.-AG2 AIR.ENT.DR.
- 1 TRIM-30" SIDE DOOR 30"OPG. ADD
- 1 PULL-ENTRANCE DOOR, EXT. ALUM.
- 1 DOOR-SI EMERG LS CTR 30" OPG
- 1 DOOR-SI EMERG RS CTR 30" OPG
- 2 HINGES-30"W SI DR PIN TYPE
- 2 LATCH-SGL-POINT,30"W SI DR
- 2 VANDALOCK-SI DR W/BOLT 30"
- 2 STOP-DOOR 30"W SI DR,1-POS
- 1 INT COLOR -30" SI DR GREY
- 1 INT COLOR -RR DOOR NONE
- 1 LATCH-DR INT STOR OVR DRVRSHDR
- 1 THRESHOLD 30" EMERGENCY DOOR (2)
- 1 TRIM-ENTRANCE DOOR INTERIOR
- 1 PULL-SIDE EMERGENCY DR,INT (2)
- 1 PAD-DR HEADER,SI EMER 30"W (2)

- 1 TREAD-STEP ALUM. ENT DR BLACK
- 1 TRIM-STPWLL HORIZ W/RIBB NOSE
- 1 RAIL-ASSIST FRT ENT DR 39"W
- 1 RAIL-ASSIST FRT ENT DR RS 1"OD

ELECTRICAL - BODY

- 1 SWITCH-ROCKER AIR HORN
- 1 FAN-CIRC MID W/S HDR BLACK (2)
- 1 ELEC-FAN MID W/S (2) HDR
- 1 HORN-SPEAKER CHASSIS MOUNTED
- 1 RADIO-AM/FM DEA700 W/PAGE
- 1 ELEC-RF ESC HATCH POS 4
- 1 ELEC-RF ESC HATCH POS 11
- 1 OPER-FAN W/S HDR
- 1 OPER-AIR HORN, LS PNL SW ACTIV
- 1 OPER-SPEAKER INT/EXT
- 1 OPER-AUTO FAST IDLE W/ AC
- 1 SWITCH-RKR FOG LPS
- 1 ANTENNA - RADIO SWIVEL BASE
- 1 ELEC-ANTENNA RADIO COAXIAL
- 1 KIT-RADIO ANTENNA MOUNTING @ DRIVER'S HEADER
- 1 ELEC-ZONAR STANDARD MONITORING
- 1 ELEC-BACKING CAMERA
- 1 ELEC- HORN BENEATH FLOOR
- 1 OPER-STD ZONAR MONITORING
- 1 OPER-HI IDLE/PRK BRK/NTRL SIG
- 1 GAUGE-DUAL AIR
- 1 ELEC-VANDALOCK RR EMER WDO
- 1 ELEC-AG2 AIR OPERATED ENTRANCE DOOR
- 1 OPER-DOOR AIR ENT.W/ BAT.2 OR 3 POS (RS)
- 1 OPER-VANDL.ENT/EMERG W/PLT.LP
- 1 OPER-EMG DR W/BUZ ACC
- 1 ELEC-EMERGENCY/EXIT DOOR(S)
- 1 SWITCH-DOOR POSITION, AIR W/THEFT MATE
- 1 ELEC-(2) USB OUTLET LS CABINET
- 1 HALO 8-LIGHT WARN SYSTEM
- 1 MONITOR-LPS WARN NONE
- 1 LPS-DOME OVER DRIVER LED
- 1 ELEC-DRIVER'S DOME LPS
- 1 LPS-DOME PASS MEDIUM LED(12)
- 1 ELEC-DOME PASS MEDIUM LED(14)251
- 1 SWITCH-RKR DOME LPS FRT/RR
- 1 LPS-EXT AFT OF ENT DOOR LED
- 1 ELEC-LPS EXT AFT OF ENT DOOR
- 1 OPER-STPWLL LPSW/PARKLPS&ENT D
- 1 LPS-STPWLL LED W/O HOOD (1)
- 1 LPS-STP/TAIL/DIR AMBER/REV LED
- 1 ELEC-PASSENGER ADVISORY
- 1 OPER-PASS ADV IGN/360 (B200136000)
- 1 BUZZER-SWITCH PANEL 1 TONE
- 1 ELEC-LPS WARNING,8 LPS 251T
- 1 OPER-LPS, DOME STANDARD (SWITCH AND IGN)
- 1 LPS-LIC PLATE ILLUMINATION LED
- 1 LPS-SI DIR AMB FRT 2 CP LED
- 1 LPS-WARNING LED STROBE (8)
- 1 LPS-MKR ROOF FRT/RR/MID/ID LED
- 1 ELEC-LPS ID/MKR PARK/SWITCH
- 1 SWITCH-RKR DOME LPS DRVR.ON/OFF
- 1 SWITCH-LAMPS ID/MARKER LAMPS

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- 1 LPS-FOG 2 QUARTZ HALOGEN
- 1 STROBE-ECCO 7460CC 6' FROM RR
- 1 ELECTRICAL-LAMPS STROBE 6' FROM REAR
- 1 LPS- STOP/TAIL 4" FLS.MT L.E.D
- 1 SWITCH-RKR FAN DEFROST W/S
- 1 LPS-SI DIR AMB LED GRD RR.AXLE
- 1 OPER-SW.ID/MARK LPS W/BATT
- 1 SWITCH-ROCKER STROBE LAMPS
- 1 OPER-LPS DOME (2)ON/OFF BATT
- 1 SWITCH-RKR SPEAKER INT/EXT.W/HORN
- 1 LPS-PILOT WARN LGTS RED/AMBER
- 1 SWITCH-ROCKER WARNING LAMPS OVERRIDE ON/OFF
- 1 SWITCH-WARN LP ON/AMB ACT. (RED)
- 1 OPER-LPS STROBE, IGN & SW ACTI
- 1 OPER-FOG 2 QUARTZ HALOGEN
- 1 ELEC-HARNESS COMP ASM 380
- 1 LPS-STORAGE THRU (6)
- 1 LAYOUT-ROCKER SWITCH STANDARD
- 1 SWITCH-RKR STORAGE BOX
- 1 ELEC-PV 360 CAM STOP/TAIL/TURN
- 1 OPER-STANDARD POWER ACCESS
- 1 ELEC-SIDE PANEL STD GROUND
- 1 ELEC-STD ELECTRICAL COMPONENTS
- 1 ELEC-STD PWR/BODY HARNESS ROUTING
- 1 LPS- FRT LIGHT PCKG HTD LED HDLMP
- 1 OPER-BACKUP CAM
- 1 LPS-ENGINE CMPT LED
- 1 LPS-ENGINE CMPT HAZARDS
- 1 ELEC-ENGINE CMPT LAMPS
- 1 OPER-LUGGAGE BOX SWITCH
- 1 ELEC-LUGGAGE BOX LPS
- 1 SWITCH-RKR MIRROR HTR WITH TIMER
- 1 ELECTRICAL-ELECTRIC STOP SIGN REAR
- 1 SPEAKERS-INT. 30 WAT.(8) 380
- 1 ELEC- (8) INT SPEAKERS 380
- 1 ELEC- SPEAKER CHASSIS MOUNTED
- 1 SWITCH-RKR HTR LEFT 2ND
- 1 SWITCH-RKR HTR LEFT 3RD
- 1 ELEC-HTR U/ SEAT POS 7
- 1 ELEC-HTR U/ SEAT POS 12
- 1 CABINET-SWITCH
- 1 CABINET-TOP PLATE
- 1 SPEAKER ALERT - PRESENT
- 1 DOME LPS - MEDIUM

EXTERIOR

- 1 HORN-AIR, UNDER FLOOR
- 1 FLAPS-MUD, REAR 22.5"W
- 1 FLAPS-MUD, FRONT 16"W X 12"H
- 1 BODY ADJ-FTL, LS FFLOC COMPOSITE
- 1 REINFORCEMENT-FRAME STD 24" BATTERY BOX DOOR
- 1 CAP-ENTRANCE DOOR STANDARD
- 1 FLOOR-NON ADA
- 1 RAIL-EXTERIOR GUARD @ WINDOW,SEAT,FLOOR
- 1 STANDARD REAR BUMPER
- 1 STANDARD FRONT BUMPER
- 1 CAP-FRONT ROOF W/WARN.LPS.
- 1 CAP-REAR ROOF W/WARN.LPS.
- 1 SHEET-DRIVERS EXTERIOR 20 GA.

- 1 SHEET-UPPER SIDE EXTERIOR 20 GA.
- 1 GUSSET-21"H LWR SIDE SHEET
- 1 SHEET-LWR, L MID 20G,21"
- 1 SHEET-LWR,L RR 20G,21"
- 1 SHEET-LWR,R MID 20G,21"
- 1 SHEET-LWR,R RR 20G,21"
- 1 DOOR-U/B L BATTERY 24"
- 1 UNDERCOATING-ASPHALT EMULSION
- 1 DOOR-FUEL FILL ACC BTR
- 1 FENDERETTE-STL/RBR (4)
- 1 LS STORAGE BOX 1 - NONE
- 1 LS STORAGE BOX 2 - NONE
- 1 LATCH-BATT DOOR NON-LOCKING
- 1 LATCH-FUEL FILL ACCESS (THUMB)
- 1 ROOF SHEETS-(2) HATCH - 380
- 1 LUGGAGE COMPT-THRU,DELUXE-125"
- 1 RS STORAGE BOX 2 - NONE
- 1 RS STORAGE BOX ROH - NONE
- 1 LS STORAGE BOX ROH - NONE
- 1 VENT-STATIC PRESENT
- 1 PILASTER - 380H
- 1 LATCH-NON-LOCKING DEF ACC DOOR
- 1 TUFFCOAT-STEPWELL
- 1 RAIL-SNOW RAIL PRESENT
- 1 HARDWARE-MOUNTING CLIPS STANDARD
- 1 BRACKET-LICENSE PLATE
- 1 PLATE-ENGINE THRESHOLD NO PLUG
- 1 PANELS- FRONT EXTERIOR

HVAC

- 1 Compressor - A/C None
- 1 AIR COND - NONE
- 1 AC DUCT-NOT PRESENT
- 1 CONDENSER ALERT - NONE
- 1 EVAPORATOR QTY - NONE
- 1 HOSE- RR TO FRT HDX2 STD
- 1 HTR-U/S LS 50,000 BTU LOC 7
- 1 HTR-U/S LS 50,000 BTU LOC 12
- 1 HOSE-HTR BLUSTRI W/ W/H POS 12
- 1 HOSE-CTR DEFROSTER HTR BLUSTRIPE
- 1 CLAMPS-PLUMB HTR CONST TORQUE
- 1 CLAMPS-U/SEAT HTR CONST TORQUE
- 1 CONN-HTR(1) CONST TORQ/BLUSTRI
- 1 PLUMBING-30" COVER

INTERIOR

- 1 VISOR-TINT DRVR'S SI.WD 6"X30"
- 1 VISOR-W/S SUN 6"X30"
- 1 ARM ASM-WINDSHIELD WIPER (2)
- 1 DOOR-STORAGE BOX W/O GLASS
- 1 WHEELHOUSES- FRONT & REAR L&R
- 1 REINFORCEMENT-REAR STOP SIGNAL 40"
- 1 DOOR-ACC SOLID PANEL
- 1 BTR FUEL FILL RECESS, W/DOOR
- 1 PANELS-RR END INT SIDE STD
- 1 BULKHEAD-RR END INT.GRY
- 1 PANELS-ACCESS RR GRAY PASS ADVISORY
- 1 COVER-HARNESS ACCESS@HDR
- 1 COVER-ACCESS RR END HARNESS
- 1 COVER-ACCESS FRT END HARNESS

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- 1 COVER-TRIM DRVS HDR W/STORAGE
- 1 COVER-TRIM FRT END W/S HEADER
- 1 COVER-TRIM FRT ENT.ALUM.DR HDR.AIR.OP.
- 1 H/L-VEST ACOU,GRY,DRIVER LAMP
- 1 HEADLINING-REAR SHORT SMOOTH, GRAY
- 1 STRIPS-AISLE, STAINLESS STEEL
- 1 FLR-BLK VINYL W/13" CTR AISLE
- 1 FLR-BLK WHEELHOUSE AND HEATER
- 1 FLR-PLYWOOD 5/8" 380H
- 1 COVER-FUEL SENDING INSPECTION
- 1 MOLDING-SHOE 251T
- 1 RAIL-SEAT
- 1 LINING-SI INT.W/LS FUEL DR.
- 1 PANEL-ACC MTG SAFTEY EQUIP.
- 1 INSULATION-VEST HEADLINING 2"
- 1 INSULATION-SIDELINING 2" POLY
- 1 INSULATION-RR BULKHEAD 2" POLY
- 1 INSULATION-FRT BULKHEAD W/ACRSY 2"POLY
- 1 H/L-PASS AREA ACOUS GREY
- 1 HARNESS COVER COLOR - GRAY
- 1 HEADLINING COLOR - GREY
- 1 HEADLINING TYPE - ALL ACOUSTIC
- 1 INSULATION-INT SHORT REAR END 370/380
- 1 LUGGAGE RACK ALERT - NONE
- 1 TRIM-HYBRID RAIL REAR CORNER
- 1 TUBE-FILL BTR & OVERFLOW HOSE
- 1 CAP-FUEL FILL BTR NON-LOCKING

MISC

- 1 LEGACY CARB EMISSIONS-CUMMINS
- 1 PDI IDENTIFIER-DEALER PERFORMED
- 1 MANUAL-DRVR'S/MAINT.ENGLISH
- 1 380H_LE-3_RF-3
- 1 STRINGER-ROOF 380H
- 1 FRONT END FRAME
- 1 FRT END FRAME MTG KIT
- 1 FLOOR-GALVALUME STEEL MID BODY
- 1 LOC-40" RAF SP 1ST & 12TH 380
- 1 APPLICATION - SCHOOL
- 1 REAR END FRAME- 370/380 DIESEL
- 1 STANDARD SIDE PANEL CONTENT
- 1 HEADERS-WINDOW INTERIOR, 380H
- 1 HEADERS-WINDOW EXTERIOR, 380H
- 1 SOUND ABATEMENT-DAV-STD
- 1 PLATE-ACCELERATOR
- 1 HDX PLUS

PAINT/LETTERING

- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 PAINT-EXT BUMPERS FRT/RR BLACK
- 1 PAINT-OMIT BLACK PAINT FRONT/REAR ROOF CAPS
- 1 LOGO-FRT RS & RR
- 1 LOGO-THOMAS DECALS BLACK
- 1 DECAL-RR DR STOP WHEN RED (CA)
- 1 LETTERING-"BATTERY" ON DOOR 2"
- 1 LABEL-ENGLISH AG2.AIR.ENT DR
- 1 CLEAN IDLE LABEL

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- 2 REFLECTTAPE-SI EMER DR 30" YEL
- 1 REFLECTTAPE-EMER WDO YEL
- 1 REFLECTTAPE-@ROOF HATCH WHT(2)
- 1 LETTERING-ARROW RS SI DR BLCK
- 1 DECAL-BACKING ALARM
- 1 DECAL-LOW SULFUR FUEL
- 1 LABEL-PASS ADV INSTRN - REAR
- 1 LABEL-RR HATCH DNB
- 1 LABEL-LS SI EMERG DR 2"HIGH
- 1 LABEL-RS SI EMERG DR 2"HIGH
- 1 DECAL-ENT DOOR VANDALOCK ENGL
- 1 LABEL-RR HATCH INSTRUCT
- 1 LABEL-"DEF ONLY"
- 1 LABEL-REGEN WARNING ENGLISH
- 1 DECAL-MAIN BATTERY DISCONNECT
- 1 LABEL-SIDE PAN HDX2 FRC W/AIR
- 1 LABEL-SIDE PAN DOOR FRC LAYOUT
- 1 DECAL-FRT CAP "SCHOOL BUS"
- 1 DECAL-REAR CAP "SCHOOL BUS"
- 1 DECAL-"DIESEL"
- 1 DECAL-APPROVED FUEL TYPE
- 1 QR LABEL

SEATS

- 1 ELR BELT/ALR LAP BELT D2
- 1 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 39"8DEG BARR-REV. WALL-MT 45"H 2009
- 2 COLONIAL BLUE UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 BACK-NATIONAL DRV'S SEAT
- 1 ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 UPH DR.ST.FABRIC BLK NATIONAL
- 1 PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 COVER PEDASTAL NATIONAL NONE
- 1 SLIDE STOP NATIONAL DR.ST. NONE
- 1 RETAINER NATIONAL DR.ST.BELT
- 1 POUCH-DR.ST.STORAGE NONE
- 1 RISER-DRIVERS SEAT, NATIONAL NONE
- 1 Haptics-Not Present
- 26 OEM BLUE UPHOLSTERY - IMMI SBR PASSENGER SEAT
- 1 OEM BLUE UPHOLSTERY - IMMI SBR DAVENPORT SEAT
- 1 HARDWARE-SBR WALL MOUNT C2/MINO
- 1 HARDWARE-SBR FLIP ST C2/MINO
- 1 HARDWARE-SBR FLOOR MT C2/MINO
- 11 IMMI SBR 39" LS WALL MNT 3PT 3POS
- 1 IMMI SBR 39" LS FLR MNT 3PT 3POS
- 11 IMMI SBR 39" RS WALL MNT 3PT 3POS
- 1 IMMI SBR 39" RS FLR MNT 3PT 3POS
- 1 IMMI SBR 39" LS FLIP 3PT 3POS
- 1 IMMI SBR 39" LS 39" RS DAVENPORT 3PT FLEX BELTS
- 1 IMMI SBR 39" RS FLIP 3PT 3POS
- 1 KICKPLATE-MOD.PANEL RS 39"
- 1 KICKPLATE-MOD.PANEL LS 39"

WINDOWS/GLASS

- 1 FRAME-WDO SPLIT
- 20 FRAME-WDO SPLIT 30"W
- 4 FRAME-WDO SPLIT 40"W
- 20 GLASS-WDO TINT TEMP 30"
- 4 GLASS-WDO TINT TEMP 40"
- 1 STOPS-WDO 12"

To view our full product line and services, please visit www.buswest.com

- 1 WDO-RR PO TEMP TINT W VAND
- 1 GLASS-W/S 2 PCE W/TINT BAND
- 1 WDO-DRIVER'S TEMP TINT
- 2 GLASS- 30"W SI DR TEMP TNT
- 1 BAND-STATIONARY STANDARD GLASSES
- 2 BAND-STATIONARY DOOR GLASS 30"

OTHER

- 1 WARRANTY-CARB EXTENDED TYPE D
- 1 CA
- 1 PAINT-EXTERIOR ROOF WHITE
- 1 PAINT-EXT WDO AREA SAME AS BODY
- 1 PAINT-SOLID COLOR YELLOW
- 1 STD- ACCESS KEYS
- 1 ELECTRICAL-ROOF HATCH
- 1 VANDALOCK-ALUM.ENT.DR.CYLINDER W/KEY
- 1 SWITCH-ENT.DR AIR 2POS RS GRY/BLK FLANGE
- 1 OPER-FRONT DEFROSTER
- 1 LPS-PILOT VANDALOCK RED
- 1 ELEC-LPS SI DIRECT FRT/MID/RR AXLE LED
- 1 OPER-DRIVER SEAT BELT ALARM
- 1 ALERT-BREAKERS-MANUAL RESET
- 1 ELEC-MIR A HTD & OR RC
- 1 VISOR-EXT.@ WARN LPS- FRT & RR
- 1 OPER-MIRRORS EXT HTD & OR RC W/15 MIN
- 1 DASH-FRONT INTERIOR
- 1 OPER-HTR U/ SEAT 40K or 50K
- 1 SWITCH-BOOSTER PUMP
- 1 HTR- FRONT DEFROST
- 1 SEALANT-STANDARD BODY
- 1 DASH PLATE, UPPER, RS, STD
- 1 DASH PLATE, UPPER, LS, STD, 3K
- 1 DASH PLATE, LOWER, W/ RADIO
- 1 ANTI-FREEZE, OAT -34 DEGREE

CHASSIS

AXLES AND SUSPENSIONS

- 1 DET FRONT AXLE - 14,600 LB. VERSUS STANDARD
- 1 AXLE - REAR, DET 23K, 5.22 RATIO
- 1 SYNTHETIC LUBE STD W/AXLE
- 1 SYNTHETIC LUBE STANDARD W/FRONT AXLE
- 1 FRONT SUSPENSION CAPACITY - 14,600 LB.
- 1 HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

BRAKES

- 1 ANTILOCK BRAKES - MERITOR/WABCO (HDX)
- 1 AIR ANTI-LOCK DISC BRAKES
- 1 ELECTRONIC STABILITY CONTROL - HDX
- 1 PARKING BRAKE INTERLOCK

CHASSIS EQUIPMENT

- 1 SOLENOID OPERATED AIR RESERVOIR DRAINS
- 1 CHASSIS MOUNTED BATTERY BOX, HDX2
- 1 ADJUSTABLE PEDAL SYSTEM - HDX
- 1 HOSES-RBR,ADVNCED GRD(GATES BLU STRIPE)W/CONSTNT TRQ CLMP
- 1 100 GALLON FUEL TANK, BETWEEN THE RAILS
- 1 LEFT SIDE FUEL FILLER NECK LOCATION
- 1 CHASSIS FRAME RAIL - HIGH STRENGTH (110KSI) HDX (277"WB)
- 1 TOW HOOKS, FRONT - TWO (2)
- 1 BODY/CHASSIS PLUS ADJUSTMENT

ELECTRICAL - CHASSIS

To view our full product line and services, please visit www.buswest.com

- 1 LEECE-NEVILLE 270 AMP ALTERNATOR- PAD MOUNTED - HDX
- 1 TRIPLE 12-VOLT GROUP 31 BATTERIES - HDX
- 1 CIRCUIT BREAKERS-MANUAL RESET - HDX
- 1 BACKING ALARM-HVY DUTY-112DB
- 1 AMMETER, 300 AMP, DASH-MOUNTED (HDX)
- 1 ELEC-FOG LAMPS
- 1 IGNITION KEYED ALIKE (HDX)
- 1 ZONAR GPS PRE-WIRING FOR INSTALLATION - CHASSIS
- 1 BATT HLD DOWN BRCKT-DELX 3 BAT

ENGINE AND EQUIPMENT

- 1 AIR DRYER - BENDIX AD9 WITH HEATER - HDX
- 1 EXHAUST BRAKE - HDX, CUMMINS ISL
- 1 CRUISE CONTROL - HDX (CUM ISL)
- 1 VEHICLE SPEED LIMITING(70 MILES PER HOUR SETTING)
- 1 AUTOMATIC FAST IDLE F/AIR CONDITIONING(PARK BRAKE)CUM ISL
- 1 FUEL/WATER SEPARATOR WITH HEATER AND PUMP-CUMMINS ISL
- 1 WATER FILTER - HDX (CUMMINS ISL)
- 1 CUMMINS L9-300 ENGINE (HDX) 2013 EPA
- 1 MULTI-FUNCTION GAUGE-REAR PANEL HDX
- 1 ENGINE MODEL YEAR 2025

TRANSMISSION AND EQUIPMENT

- 1 ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
- 1 6 SPEED SHIFT CONTROL - 3000 PTS TRANSMISSION
- 1 ALLISON FUEL SENSE - NONE
- 1 ALLISON 6 GENERATION CONTROL

WHEELS AND TIRES

- 6 MICHELIN 12R22.5 16(H) PLY XZE LRH
- 1 HUB-PILOTED WHEEL EQUIPMENT - 23K (HDX)
- 6 DISC WHEEL - ACCU-LITE ALUMINUM (HUB PILOTED)8.25X22.5

OTHER TYPE

PDI

- 1 NO 3RD A/C EVAPORATOR

Meets all FMVSS requirements in effect at the time of manufacture.



Christi Barrett, Ph.D.
Superintendent

Darrin Watters
Deputy Superintendent
Nereyda Gonzalez, Ed.D.
Assistant Superintendent
Derek Jindra, Ed.D.
Assistant Superintendent
Jennifer Martin, Ed.D.
Assistant Superintendent
Mary Wendland, Ed.D.
Assistant Superintendent

**Professional Development
Service Center**

1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
Academy**

2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421
www.hemetusd.org

Governing Board

Jeremy Parsons
Al Cordova
Stacey Bailey
Kenneth Prado
Patrick Searl
Jeffrey Slepiski, Ed.D.
Horacio Valenzuela



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July 15, 2025

BUSWEST
21107 S. Chico St.
Carson, CA, 90745

Subject: Award letter of Bid # PUR2024-01

At the Hemet Unified School District Governing Board meeting held on June 4, 2024, the Governing Board approved the recommendation to award Bid # PUR2024-01 for the purchase of new school buses, parts, and repair services to BusWest.

Pricing for buses, parts, and services is enumerated in the bid documents and will be purchased on an as needed basis. All terms and conditions of this bid will remain in force during the contract period beginning on June 5, 2025, and ending on June 5, 2026. The maximum term of the agreement is three years from the time of initial award.

If you have any questions, please contact the purchasing department at purchasing@hemetusd.org

Sincerely,

Dawn Bray
Director of Purchasing
DB/BL

**Regular Meeting of the Governing Board
of Hemet Unified School District
Professional Development Service Center Board Room
1791 W. Acacia Ave.
Hemet, CA 92545**

**Public Meeting
June 3, 2025**

Members Present

Stacey Bailey, Al Cordova, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

Members Absent

Jeremy Parsons, Kenneth Prado

A. PUBLIC MEETING

Call to Order

Al Cordova called the meeting to order at 4:00 p.m.

Roll Call / Establishment of Quorum

A quorum was established.

Hearing Session – Opportunity to Address the Board on Closed Session Items

No public comments received

Announcement of Closed Session

Al Cordova adjourned the meeting into Closed Session at 4:01 p.m.

Board Member Kenneth Prado arrived during Closed Session.

B. CLOSED SESSION

1. To Discuss Negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6
2. To Discuss the Employee Items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957
3. To Discuss Pupil Personnel Items as listed, per 49070 and 76232 of the Education Code; deliberations regarding the expulsion of students; reconsideration of inter- or intra-district transfer requests
4. To Confer with the Real Property Negotiator, per Government Code 54956.8
5. To Confer with Legal Counsel - Anticipated/Existing/Initiation of Litigation, per Government Code 54956.9(d)(1)(2)(3)(4)

C. RECONVENE TO OPEN SESSION

Report Out from Closed Session

Al Cordova reconvened the meeting to Open Session at 5:32 p.m.

Dr. Barrett reported that in Closed Session the Board took action to accept the resignation of Employee #290996, under the terms of a resignation agreement. Passed with a motion by Stacey Bailey and a second by Ross Valenzuela. The roll call vote was unanimous.

Dr. Barrett reported that in Closed Session the Board took action to appoint Juan Santos to the position of Director, Title IX, Compliance and Resolution, effective July 1, 2025, subject to AB2534. Passed with a motion by Ross Valenzuela and a second by Stacey Bailey. The roll call vote was unanimous.

Dr. Barrett reported that in Closed Session the Board took action to appoint Kristal Subia to the position of Director of Multilingual Programs, State/Federal Programs and Community/Family Partnerships, effective July 1, 2025, subject to AB2534. Passed with a motion by Stacey Bailey and a second by Al Cordova. The roll call vote was unanimous.

Pledge of Allegiance and Moment of Silence

The Pledge of Allegiance was led by Al Cordova, followed by a Moment of Silence.

Revision / Adoption / Ordering of Agenda

The Board approved the Agenda as published.

Motion by Stacey Bailey, second by Ross Valenzuela

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

D. PUBLIC RELATIONS

1. Celebrating with Christi

Superintendent, Dr. Christi Barrett, provided highlights of staff, students and initiatives in Hemet Unified School District.

2. Good Apple Award- Dr. Derek Jindra

Dr. Derek Jindra, Assistant Superintendent, Human Resources, recognized Angela Romeril, an employee of the Hemet Unified School District.

3. Recognition of Hemet High Swimmer to State Meet - Dr. Nereyda Gonzalez, Assistant Superintendent

Dr. Nereyda Gonzalez recognized Hemet High School Swimmer to State Meet

4. Recognition of Western Center Academy Academic Decathlon Team - Dr. Nereyda Gonzalez, Assistant Superintendent

Dr. Nereyda Gonzalez recognized Western Center Academy Academic Decathlon Team.

E. INFORMATION/DISCUSSION/REPORTS

1. Hold a Public Hearing for the 2025-2026 Local Control Accountability Plan (LCAP)

Al Cordova opened the Public Hearing at 5:45 p.m. There were no public comments. Al Cordova closed the Public Hearing at 5:45 p.m.

2. Proposed 2025-2026 Local Control Accountability Plan (LCAP) and California Local Indicators Presentation – Dr. Nereyda Gonzalez, Assistant Superintendent

Dr. Nereyda Gonzalez provided a presentation on this item.

3. Hold a Public Hearing for the 2025-2026 Budget

Al Cordova opened the Public Hearing at 6:05 p.m. There were no public comments. Al Cordova closed the Public Hearing at 6:05 p.m.

4. 2025-2026 Budget Presentation - Darrin Watters, Deputy Superintendent
Darrin Watters provided a presentation on this item.

5. CFD 2023-1 2025 Special Tax Bonds Presentation - Darrin Watters, Deputy Superintendent; Adam Bauer, Fieldman, Rolapp & Associates
Darrin Watters provided a presentation on this item.

6. Community School Annual Update Presentation
Dr. Mary Wendland provided a presentation on this item.

F. HEARING SESSION – OPPORTUNITY TO ADDRESS THE BOARD, PUBLIC COMMENTS

Cheryl Tausig spoke on Hemet Hospice, Youth Bereavement Groups.

Katie Morphen spoke on Hemet High School Cheer.

Pemeeta Sanchez spoke on Hemet High School Cheer.

Adam Merens spoke on Hamilton Elementary School and Hamilton High School funding.

G. ACTION ITEMS

1. Approval of Agreement with AMIRA Learning
Approved Agreement with AMIRA Learning

Motion by Stacey Bailey, second by Ross Valenzuela.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

2. Hold a Public Hearing for the 2025-2026 General Fund Reserve Balances

Al Cordova opened the Public Hearing at 7:16 p.m. There were no public comments. Al Cordova closed the Public Hearing at 7:16 p.m.

3. Adoption of Resolution 4071 GASB 54
Adopted Resolution 4071

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

4. Adoption of Resolution No. 4068 of The Governing Board of The Hemet Unified School District Authorizing the Prepayment and Defeasance of a Portion of The Hemet Unified School District 2015 Refunding Certificates of Participation, The Execution and Delivery of An Escrow Agreement and Related Actions
Adopted Resolution No. 4068

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

5. Adoption of Resolution No. 4072 to Reject Claim
Adopted Resolution No. 4072

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

6. Approval of Resolution No. 4076 Authorizing Layoff of Classified Vacant Positions
Approved Resolution No. 4076 Authorizing Layoff of Classified Vacant Positions

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

7. Expulsion of Stipulated Pupil Personnel Case Number 17-2024-2025

Approved the stipulated expulsion of the student involved in the Pupil Personnel Case Number 17-2024-2025 from the Hemet Unified School District.

Motion by Stacey Bailey, second by Ross Valenzuela.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

8. Expulsion of Stipulated Pupil Personnel Case Number 19-2024-2025

Approved the stipulated expulsion of the student involved in the listed Pupil Personnel Case Number 19-2024-2025, from the Hemet Unified School District.

Motion by Stacey Bailey, second by Kenneth Prado.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

9. Approval of Final Settlement and Release Agreement -OAH Case No. 2025040461

Approved the Final Settlement and Release Agreement, OAH Case No. 2025040461

Motion by Ross Valenzuela, second by Stacey Bailey.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

H. CONSENT ITEMS - Master Motion and Vote

Master Motion to approve Consent Items H-1 through H-50.

Motion by Stacey Bailey, second by Jeffrey Slepiski

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

1. Approval of Minutes – May 6, 2025, Regular Board Meeting of the Governing Board of HUSD
Approved as recommended.

2. Approval of Hamilton High School Girls Volleyball Team Los Angeles Field Trip
Approved as recommended.

3. Ratification of Hemet High School Qualified Swimmer to State CIF Meet Field Trip
Approved as recommended.

4. Mt. San Jacinto Community College District Cost Reimbursement Agreement
Approved as recommended.

5. Approval for Grant Award of California Partnership Academies - Moving the Needles - Supplemental GAN
Approved as recommended.

6. Approval at Second Reading and Adoption of New/Revised Courses of Study and Textbooks Recommended for Adoption
Approved as recommended.
7. Approval of Amendment No. 2 with Fagen Friedman & Fulfroost LLP
Approved as recommended.
8. Approval of Agreement with Haynes Family of Programs
Approved as recommended.
9. Approval of the Agreement with Sylvan Learning Center, Inc.
Approved as recommended.
10. Approval of Agreement with Sun Mobility Solutions LLC
Approved as recommended.
11. Approval of Agreement with Prudential Overall Supply
Approved as recommended.
12. Acceptance of Grant Award Notification for the Mental Health Average Daily Attendance (ADA) Allocation
Approved as recommended.
13. Approval of an Agreement with Lightspeed Solutions, LLC, dba Lightspeed Solutions
Approved as recommended.
14. Approval of an Agreement with AML Global/ American Language Services
Approved as recommended.
15. Approval of an Agreement with RISE Interpreting, Inc.
Approved as recommended.
16. Approval of an Agreement with Hanna Interpreting Services LLC
Approved as recommended.
17. Approval of Purchases/Encumbrances
Approved as recommended.
18. Approval of Donations to the District
Approved as recommended.
19. Approval to Declare Listed Surplus Items
Approved as recommended.
20. Approval of the Increase of Use of Facilities Fees
Approved as recommended.
21. Approval of Renewal Agreement with Orbach Huff & Henderson LLP
Approved as recommended.
22. Approval to use CMAS Contract #4-23-08-1011 for the Purchase, Warranty, and Assembly of Prefabricated Open-Air Structures
Approved as recommended.
23. Approval of Change Order #01 for The Mike Cox Electric, Inc.

Approved as recommended.

24. Approval of Notice of Completion (NOC) for The Mike Cox Electric, Inc.

Approved as recommended.

25. Ratification of Lease-Leaseback Agreement for Phase 1 / Increment 1 with Erickson Hall Construction for Pleasant Valley Elementary School

Approved as recommended.

26. Approval of Agreement with Operations Hero

Approved as recommended.

27. Approval to Accept the Self-Funded Workers Compensation Actuarial Report

Approved as recommended.

28. Approval to Award Various Agreements for Invitation of Bid #2025-26-02 Canned-Dry-Bakery Goods

Approved as recommended.

29. Approval to Award Various Agreements for Bid #2025-26-03 Frozen-Refrigerated Goods

Approved as recommended.

30. Approval to Award Various Agreements for Invitation for Bid #2025-26-04 Paper Goods

Approved as recommended.

31. Approval to award Various Agreements for Invitation for Bid #2025-26-01 for USDA Foods and Commercial Equivalents

Approved as recommended.

32. Approval of Agreement Extension Bid #2025-26-01 Fresh Produce

Approved as recommended.

33. Approval of Agreement Extension Bid #2023-24-01 Dairy Foods

Approved as recommended.

34. Approval of Agreement Renewal with Catalyst Family Inc.

Approved as recommended.

35. Approval of Agreement Renewal with City of Perris

Approved as recommended.

36. Approval of Agreement Renewal with Riverside County Habitat Conservation Agency

Approved as recommended.

37. Approval of Agreement Renewal with River Springs Charter School

Approved as recommended.

38. Approval of Agreement Renewal with Alvord Unified School District

Approved as recommended.

39. Approval of Agreement Renewal with Marathana High School

Approved as recommended.

40. Approval of Agreement Renewal with Irvine Unified School District

Approved as recommended.

41. Approval of Agreement Renewal with Newport Mesa Unified School District
Approved as recommended.

42. Approval of BusWest Piggyback Option for New Buses
Approved as recommended.

43. Approval of Agreement Renewal with Girl Scouts of San Geronio Council
Approved as recommended.

44. Approval of Agreement with Bellflower Unified School District
Approved as recommended.

45. Approval of Agreement Renewal with Idyllwild Arts Foundation
Approved as recommended.

46. Approval of Agreement Renewal with Buckhorn Camp
Approved as recommended.

47. Approval of Certificated Personnel Assignment Order No. CE 25-6
Approved as recommended.

48. Approval of Classified Personnel Assignment Order No. CL 25-6
Approved as recommended.

49. Approval of Agreement with Think Together DBA: California Schools Talent Collaborative
Approved as recommended.

50. Ratification of Agreement for Diverse Education Leaders Pipeline Initiative (DELPI) with Riverside County Superintendent of Schools
Approved as recommended.

I. INFORMATION, DISCUSSION, REPORTS

1. Head Start Monthly Accountability Report for February & March 2025
The Board received this item.

2. First Reading on New/Revised Courses of Study and Textbooks Recommended for Adoption
The Board received this item.

J. LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICTS

1. Deconvene the Regular Governing Board Meeting and Convene as the Legislative Body of the Community Facilities District
Al Cordova deconvoked the Regular Board Meeting and convened as the Legislative Body of the Community Facilities District.

2. Adoption of Resolution No. 4060 of the Governing Board of the Hemet Unified School District, acting as the Legislative Body of Community Facilities District No. 2023-1 of the Hemet Unified School District, Authorizing the Issuance of Its 2025 Special Tax Bonds in an Aggregate Principal Amount Not to Exceed \$9,500,000 and Approving Certain Documents and Taking Certain Actions in Connection Therewith
Adopted Resolution 4060

Motion by Stacey Bailey, second by Patrick Searl.
Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepski

3. Deconvene the Legislative Body of the Community Facilities District and Reconvene Regular Board Meeting

Al Cordova deconvened the Legislative Body of the Community Facilities District and reconvened the Regular Board Meeting.

K. ITEMS FROM THE GOVERNING BOARD

1. Board Member Comments

Mrs. Bailey spoke on the 2025 Graduation Ceremonies and congratulated all of the graduates. She thanked everyone for attending the meeting.

Dr. Slepski thanked everyone for attending the meeting. He congratulated all of the students who were recognized during the meeting. He thanked staff for their presentations. He spoke on the 2025 Graduation Ceremonies and congratulated all of the graduates.

Mr. Searl thanked staff for their hard work on the presentations. He spoke on his 2025 Graduation Ceremonies' experience and congratulated all of the HUSD graduates. He thanked everyone for attending the meeting. He thanked the public comment speaker who spoke on youth bereavement programming.

Mr. Prado thanked everyone for attending the meeting. He thanked the public comment speakers. He congratulated all of the 2025 HUSD graduates including the adult school graduates. He congratulated all of the 2025 Governing Board Scholarship recipients. He spoke on his experience at the CSBA Delegate Assembly meeting. He requested that a resolution regarding female athletes be agendized on the June 17, 2025 Board Agenda including communications from the federal government.

Mr. Valenzuela thanked staff for their presentations. He congratulated all of the 2025 Governing Board Scholarship recipients. He spoke on his 2025 Graduation experiences and congratulated all of the HUSD graduates. He wished everyone a happy summer vacation.

Mr. Cordova congratulated all of the 2025 Governing Board Scholarship recipients. He spoke on his 2025 Graduation experiences and congratulated all of the HUSD graduates. He thanked all staff for their hard work and dedication in helping mold the minds of the students of HUSD. He thanked staff for their presentations.

L. ITEMS FROM THE SUPERINTENDENT

1. Superintendent's Comment

Dr. Barrett acknowledged Mr. Prado's request for an agendized item regarding female athletics. She reaffirmed that his previous request to form a subcommittee to discuss this matter was considered and will be on the next regular board meeting agenda. Additional item requests regarding the topic will be discussed with Board President. Any Dr. Barrett spoke on the passing of a beloved HUSD educator, Mr. Al Fernandez and thanked him for his years of service and dedication to the education of HUSD students. She thanked staff for their hard work on all of the presentations. She congratulated all of the 2025 HUSD graduates and wished them all much success in their next chapter of life. She thanked all staff for their continued unwavering support of students and for their service to the community.

M. CLOSED SESSION (If Necessary)

1. Possible Closed Session (If Needed)

Not needed.

N. RECONVENE TO OPEN SESSION

1. Report Out from Closed Session (If Needed)
Not needed.

O. ADJOURNMENT

1. Adjourn the Meeting
The meeting adjourned at 7:46 p.m.
Board Approved on June 17, 2025

PRESIDENT

VICE PRESIDENT



May 1, 2025

JP Burd
Executive Director of Transportation Department

Hemet Unified School District
1791 West Acacia Ave.
Hemet, CA 92545

Mr. Burd:

BusWest is submitting a one (1) year extension to the Hemet Unified School District Bid# PUR2024-01 for school buses, per Instructions and Terms & Conditions of the bid documents (pages 9-10). These price adjustments, for each of the base bid prices and for the approved optional items for the 84, 25 and 19+1 passenger school buses, are necessary because of the increased costs that have been passed on us by the manufacturer, Thomas Built Buses.

On July 22, 2024 Thomas Built Buses started accepting orders for the innovated Saf-T-Liner HDX (Saf-T-Liner HDX2). The Saf-T-Liner HDX2 combines the enhanced Saf-T-Net construction of our Saf-T-Liner C2 body while maintaining the unique characteristics of the legacy HDX bus. The table below is now taken into consideration when configuring our Saf-T-Liner HDX2 quotes.

Saf-T-Liner HDX2 Content Highlights	
Body Model and Wheelbase	370DS (267" WB) 380DS (277" WB)
Application	School Bus or MFSAB
Engine	Cummins B6.7 or Cummins L9
Transmission	Allison 3000PTS
Suspension	23K rear springs standard, 23K rear air suspension optional
Brakes	Heavy Duty Air Drum or Air Disc Brakes
Air Conditioning	Configurable with no AC or Non-ducted body AC
Passenger Seating	IMMI S3B or SBR seats

Toll Free Sales (800) 458-9199 www.buswest.com

BUSWEST CARSON

21107 South Chico Street, Carson, CA 90745
Main: (310) 984-3900 Fax: (310) 984-3992

BUSWEST SACRAMENTO

210 N. East Street, Woodland, CA 95776
Main: (424) 210-3020 Fax: (530) 406-1249

BUSWEST FONTANA

10150 Cherry Ave, Fontana, CA 92335
Main: (909) 770-5170 Fax: (909) 770-5139

BUSWEST FRESNO

4337 N. Goldenstate Blvd, #101 Fresno, CA 93722
Main: (310) 984-3927 Fax: (559) 277-0126

BUSWEST HAWAII

110 Hanua Street, Suite 100 Kapolei, HI 96707
Main: (808) 555-1212

BUSWEST LAS VEGAS

3701 Freightliner Drive, N. Las Vegas NV 89081
Main: (800) 458-9199



On February 24, 2025 Thomas Built Buses raised pricing by the percentages listed below resulting from implemented tariffs. Additional price increases implemented include: an average of 25% increase on list price for all tires due to supplier-driven material cost, CEEA+ architecture sales option (required for Type C units) list price increase due to finalized material costs, and engine list price updates reflecting the Cummins B6.7, 200 hp diesel engine as standard equipment. BusWest will be passing these price increases to our customers.

Product	Original Base Bid Price	New Pricing
19+1 passengers, Minotour (Type A)	\$114,670.00	\$122,696.90 (7% increase)
25 passengers, C2 (Type C)	\$168,840.00	\$178,970.40 (6% increase)
84 passengers, HDX2*	\$220,470 *	\$ 235,800.00 *

**Saf-T-Liner HDX has changed to Saf-T-Liner HDX2 (as specified above)*

In conjunction to the base bid price increases, there has been an increase to the Approved Optional Item listed below.

25 Passenger, Type C

Approved Optional Items	Current Price	New Price
Item# 1 – Electric motor/controller drive system (Saf-T-Liner eC2)	\$274,700.00	\$280,194.00 (2% increase)

Thank you for considering our requests.

Sincerely,

Todd Franssen
Sales Manager

Toll Free Sales (800) 458-9199 www.buswest.com

BUSWEST CARSON
21107 South Chico Street, Carson, CA 90745
Main: (310) 984-3900 Fax: (310) 984-3992

BUSWEST SACRAMENTO
210 N. East Street, Woodland, CA 95776
Main: (424) 210-3020 Fax: (530) 406-1249

BUSWEST FONTANA
10150 Cherry Ave, Fontana, CA 92335
Main: (909) 770-5170 Fax: (909) 770-5139

BUSWEST FRESNO
4337 N. Goldenstate Blvd, #101 Fresno, CA 93722
Main: (310) 984-3927 Fax: (559) 277-0125

BUSWEST HAWAII
110 Hanua Street, Suite 100 Kapolei, HI 96707
Main: (808) 555-1212

BUSWEST LAS VEGAS
3701 Freightliner Drive, N. Las Vegas NV 89081
Main: (800) 458-9199

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Because every mile matters.™

TBB In The Know



Dear Dealer Partners,

Below you will find the upcoming list price change indicators for all Thomas Built Buses products. **These list price updates apply to all orders received on and after Monday, February 24th, 2025.** At that time, all draft quotes for any TBB product will require pricing to be updated before they can be forwarded to COMMIT TO ORDER within Order Management.

These list price increases do not reflect potential tariff impacts. Any cost impacts resulting from implemented tariffs will be passed through on all units that have not started.

Product	% List Price Increase Indicator
Saf-T-Liner C2	6%
Saf-T-Liner eC2	2%
Saf-T-Liner HDX2 and EFX2	5%
Minotour SRW and DRW	7%
Chassis Only	4%

Additional pricing changes implemented at this time include:

- An average 25% increase on list price for all tire sales options due to supplier-driven material costs
- CEEA+ architecture sales option (FL-9EE-001) list price change to \$3,950 due to finalized material costs
- Engine list price updates reflecting the Cummins B6.7, 200hp diesel engine as standard equipment

We will immediately begin sharing details of the first round of C2 allocations with dealers. This is the first of an anticipated three rounds. Our target timing for allocation communications are February, June and September 2025. Round one volumes represent 25% of your expected available C2 volumes. Adjustments will be made in subsequent rounds based on impacting factors. We encourage you to manage the priority of your orders and work closely with your RSMs on strategic considerations.

Allocation amounts have been determined based on your provided forecasts, your historical C2 production volumes from 2022-2024 and TBB's planned C2 capacity for 2026. Ordering of these allocations will open on Monday, February 24th, 2025 and will be accessible until Friday, May 16th, 2025 at 5PM. All unused allocation will be recollected for redistribution in subsequent rounds and subject to impacting factors.

Ordering of TBB Saf-T-Liner HDX2/EFX2 and Saf-T-Liner eC2 (Jouley) is NOT restricted to allocation at this time. TBB Minotour orders are limited to previously communicated chassis allocations. Ordering of the aforementioned products are not subject to the allocation dates in place for Saf-T-Liner C2.

Please contact Jason Austin with any questions regarding this announcement.



Christi Barrett, Ph.D.
Superintendent

Darrin Watters

Deputy Superintendent
Nereyda Gonzalez, Ed.D.
Assistant Superintendent
Derek Jindra, Ed.D.
Assistant Superintendent
Jennifer Martin, Ed.D.
Assistant Superintendent
Mary Wendland, Ed.D.
Assistant Superintendent

**Professional Development
Service Center**

1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
Academy**

2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421
www.hemetusd.org

Governing Board

Jeremy Parsons
Al Cordova
Stacey Bailey
Kenneth Prado
Patrick Searl
Jeffrey Slepiski, Ed.D.
Horacio Valenzuela



facebook.com/hemetunified



twitter.com/hemetunified



instagram.com/hemetunified

June 5, 2024

BUSWEST
21107 S. Chico St.
Carson, CA, 90745

Subject: Award letter of Bid # PUR2024-01

At the Hemet Unified School District Governing Board meeting held on June 4, 2024, the Governing Board approved the recommendation to award Bid # PUR2024-01 for the purchase of new school buses, parts, and repair services to BusWest

Pricing for buses, parts, and services is enumerated in the bid documents and will be purchased on an as needed basis. All terms and conditions of this bid will remain in force during the contract period beginning on June 5, 2024, and ending on June 5, 2025. The maximum term of the agreement is three years from the time of initial award.

If you have any questions, please contact the purchasing department at purchasing@hemetusd.org

Sincerely,

Dawn Bray
Director of Purchasing
DB/BL

THE PRESS-ENTERPRISE
 KEEP YOUR EYES ON **THE 'PRISE**
 pe.com

3512 14 Street
 Riverside, California 92501
 (951) 368-9229
 neller@scng.com

Hemet Unified School District
 1791 W. Acacia Ave.
 Hemet, California 92545

<i>Account Number:</i>	5209188
<i>Ad Order Number:</i>	0011663117
<i>Customer's Reference/PO Number:</i>	
<i>Publication:</i>	The Press-Enterprise
<i>Publication Dates:</i>	04/22/2024 and 04/29/2024
<i>Total Amount:</i>	\$193.21
<i>Payment Amount:</i>	\$0.00
<i>Amount Due:</i>	\$193.21
<i>Notice ID:</i>	leF8TGQb9LdEaeoS3O0F
<i>Invoice Text:</i>	<p>HEMET UNIFIED SCHOOL DISTRICT Notice is hereby given that the Governing Board of the Hemet Unified School District ("District") will receive up to, but not later than, on May 21st, 2024, 2:30 pm local time, and will then publicly open at the Hemet Unified School District, 1791 W. Acacia Avenue, Purchasing Department, Hemet, CA 92545, bids for the following project: Bid: PUR2024-01 Purchase of school buses, bus parts & services Interested bidder forms are due to the Purchasing Department by May 2nd, 2024 at 4:30 p.m. All forms and Bid Documents are available for download and review at the District website: bit.ly/3YwFEkw OR by emailing to: purchasing@hemetUSD.org Dawn Bray, Director of Purchasing</p>

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3512 14 Street
Riverside, California 92501
(951) 368-9229Hemet Unified School District
1791 W. Acacia Ave.
Hemet, California 92545

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011663117

FILE NO. 0011663117

PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

04/22/2024, 04/29/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: April 29, 2024.
At: Riverside, California


Signature

HEMET UNIFIED SCHOOL DISTRICT
Notice is hereby given that the Governing Board of the Hemet Unified School District ("District") will receive up to, but not later than, on May 21st, 2024, 2:30 pm local time, and will then publicly open at the Hemet Unified School District, 1791 W. Acacia Avenue, Purchasing Department, Hemet, CA 92545, bids for the following project:

Bld: PUR2024-01 Purchase
of school buses, bus parts &
services

Interested bidder forms are due to the Purchasing Department by May 2nd, 2024 at 4:30 p.m. All forms and Bid Documents are available for download and review at the District website: bit.ly/3YwFEkw OR by emailing to: purchasing@hemetusd.org
Dawn Bray, Director of Purchasing

The Press-Enterprise
Published: 4/22, 4/29/24

**Agenda Item Details**

Meeting	Jun 18, 2024 - Regular Board Meeting of the Hemet Unified School District
Category	F. CONSENT ITEMS - Master Motion and Vote
Subject	1. Approval of Minutes - June 4, 2024
Type	Action
Recommended Action	Approve the Minutes of the June 4, 2024, Regular Board Meeting

[Minutes June 4, 2024.pdf \(112 KB\)](#)

Motion & Voting

Approve the Minutes of the June 4, 2024, Regular Board Meeting

Motion by Stacey Bailey, second by Patrick Searl.

Final Resolution: Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela

**Regular Meeting of the Governing Board of
The Hemet Unified School District
Professional Development Service Center
Board Room
1791 W. Acacia Avenue
Hemet, CA 92545**

**Public Meeting
June 4, 2024**

Members Present

Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Jeffrey Slepski, Ross Valenzuela

A. PUBLIC MEETING

Call to Order

Jeremy Parsons called the meeting to order at 4:30 p.m.

Roll Call / Establishment of Quorum

A quorum was established.

Hearing Session – Opportunity to Address the Board

There were no Public Comments

Announcement of Closed Session

Jeremy Parsons adjourned the meeting into Closed Session at 4:31 p.m.

B. CLOSED SESSION

1. To Discuss Negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6
2. To Discuss the Employee Items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957
3. To Discuss Pupil Personnel Items as listed, per 49070 and 76232 of the Education Code; deliberations regarding the expulsion of students; reconsideration of inter- or intra-district transfer requests
4. To Confer with the Real Property Negotiator, per Government Code 54956.8
5. To Confer with Legal Counsel - anticipated/threatened litigation, per Government Code 54956.9
6. To Discuss Certificated Personnel Assignment Order #CE 24-6 and Classified Personnel Assignment Order #CL 24-6

C. RECONVENE TO OPEN SESSION

Report Out from Closed Session

Jeremy Parsons reconvened the meeting to Open Session at 5:33 p.m.
Jeremy Parsons reported there was no action taken in Closed Session.

Pledge of Allegiance and Moment of Silence

The Pledge of Allegiance was led by Jeremy Parsons. A moment of silence was held following the Pledge of Allegiance.

Adoption / Revision / Ordering of Agenda

The Board pulled Agenda Item H-35, Review and Approval of the Triennial Assessment of Wellness Policy for separate consideration and Item H-54, Approval of Certificated Personnel Assignment Order No. CE 24-6 for separate consideration. The Board also pulled Agenda Item H-41, Approval of Agreement Renewal with Irvine Unified School District, for possible future consideration.

The Board adopted the agenda as amended.

Motion by Stacey Bailey, second by Patrick Searl

Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Jeffrey Slepiski, Patrick Searl, Ross Valenzuela

D. PUBLIC RELATIONS

1. Celebrating with Christi

Superintendent, Dr. Christi Barrett provided highlights of staff, students and initiatives in Hemet Unified School District.

2. Good Apple Award- Dr. Derek Jindra

Dr. Derek Jindra, Assistant Superintendent of Human Resources recognized Stephanie Keith, an employee in the Hemet Unified School District.

E. INFORMATION/DISCUSSION/REPORTS

1. Hold a Public Hearing for the 2024-2025 Local Control Accountability Plan (LCAP)

Jeremy Parsons opened the Public Hearing at 5:40 p.m. There were no Public Comments. Jeremy Parsons closed the Public Hearing at 5:40 p.m.

2. Proposed 2024-2025 Local Control Accountability Plan (LCAP) and California Local Indicators Presentation-- Dr. Nereyda Gonzalez, Assistant Superintendent

Dr. Nereyda Gonzalez and staff provided a presentation on this item.

3. Hold a Public Hearing for the 2024-2025 Budget

Jeremy Parsons opened the Public Hearing at 6:04 p.m. There were no Public Comments. Jeremy Parsons closed the Public Hearing at 6:04 p.m.

4. 2024-2025 Budget Presentation - Darrin Watters, Deputy Superintendent Darrin Watters, Deputy Superintendent

Darrin Watters provided a presentation on this item.

5. Science of Ready Journey & Literacy Celebrations Presentation - Dr. Nereyda Gonzalez, Assistant Superintendent

Dr. Nereyda Gonzalez and staff provided a presentation on this item.

6. Transitional Kindergarten Presentation - Dr. Nereyda Gonzalez, Assistant Superintendent
Dr. Nereyda Gonzalez and staff provided a presentation on this item.

7. Board Policy 6163.1 Library Media Centers and Board Policy 1312.2 Complaints Against Instructional Materials Update - Dr. Christi Barrett
Dr. Christi Barrett provided a presentation on this item.

F. HEARING SESSION – OPPORTUNITY TO ADDRESS THE BOARD, PUBLIC COMMENTS

Amy Lashley spoke on Bautista Creek mental health issue.

Ian Rush spoke on Hemet High School Swim Team issue.

Bouquet Vineyard spoke on Hemet High School Swim Team issue.

Scott Weiss spoke on administration, teachers and staff appreciation and Item E-7.

Sue Leuschen spoke on Item H-14.

G ACTION ITEMS

1. Approval of Proposition 28 - Arts and Music in Schools Annual Report
Approved Proposition 28 - Arts and Music in Schools Annual Report

Motion by Stacey Bailey, second by Al Cordova.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

2. Hold a Public Hearing for the 2024-2025 General Fund Reserve Balances
Jeremy Parsons opened the Public Hearing at 8:06 p.m. There were no public comments.
Jeremy Parsons closed the Public Hearing at 8:07 p.m.

3. Adoption of Resolution 3071 Commit General Fund Balances
Adopted Resolution 3071

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

4. Adoption of Resolution 3072 GASB 54
Adopted Resolution 3072

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

5. Expulsion of Stipulated Pupil Personnel Cases
Approved the stipulated expulsions of the students involved in the listed Pupil Personnel Cases from the Hemet Unified School District.

Motion by Stacey Bailey, second by Ross Valenzuela.
Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

6. Expulsion of Pupil Personnel Case # 86-2023-2024

Approved the expulsion of Pupil Personnel Case # 86-2023-2024 from the Hemet Unified School District

Motion by Stacey Bailey, second by Al Cordova.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

H. CONSENT ITEMS - Master Motion and Vote

Master Motion to approve Consent Items H-1 through H-34, H-36 through H40, H-2 through H-53 and H-55 through H-60.

Motion by Al Cordova, second by Ross Valenzuela

Motion Passes

Yes: Stacey Bailey, Sumanta Chaudhuri Saini, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela

1. Approval of Minutes – May 3, 2024

Approved as recommended.

2. Approval of Minutes - May 7, 2024

Approved as recommended.

3. Adoption of Resolution 3074 Conflict of Interest Code

Approved as recommended.

4. Approval of Hemet High School Cross Country Mammoth Lakes Field Trip

Approved as recommended.

5. Approval of Western Center Academy Thespians to Indiana University Field Trip

Approved as recommended.

6. Approval of Western Center Academy Sixth Grade Pali Institute Field Trip

Approved as recommended.

7. Acceptance of Grant Award IEDRC 24-08 Increased Support for CTE Program Success

Approved as recommended.

8. Acceptance of Grant Award IEDRC 24-09 Medical Pathway Improvement Project

Approved as recommended.

9. Acceptance of Grant Award IEDRC 24-10 Refining Middle School Career Exploration

Approved as recommended.

10. Approval of the Head Start Refunding Application for PY 2024-2025 (Increase)

Approved as recommended.

11. Approval at Second Reading and Adoption of New/Revised Courses of Study and Textbooks Recommended for Adoption

Approved as recommended.

12. Approval of Agreement with Sky Pediatric, Inc.
Approved as recommended.

13. Approval of Agreement with Dr. Beth Ballinger
Approved as recommended.

14. Approval of Agreement with Individualized Educational Psychology, Inc.
Approved as recommended.

15. Approval of the Grant Award Notification for the Mental Health Average Daily Attendance (ADA) Allocation
Approved as recommended.

16. Approval of a First Amendment with Riverside University Health System- Community Health Centers (RUHS-CHC)
Approved as recommended.

17. Approval of Purchases/Encumbrances
Approved as recommended.

18. Approval of Donations to the District
Approved as recommended.

19. Approval to Declare Listed Surplus Items
Approved as recommended.

20. Approval of Individuals to Serve on the Measure X Citizens' Oversight Committee
Approved as recommended.

21. Approval of Memorandum of Understanding (MOU) with Western Center Academy Charter School (WCA)
Approved as recommended.

22. Approval of Buyboard Piggyback Option for Musical Instruments and Supplies
Approved as recommended.

23. Approval of Buyboard Piggyback Option for Car Parts
Approved as recommended.

24. Approval of Award for the Purchase of Buses, Bus Parts, and Service
Approved as recommended.

25. Approval of Agreement with Century Paving, Inc.
Approved as recommended.

26. Approval of Notice of Completion (NOC) for Ondatje Contracting at Dartmouth Middle School
Approved as recommended.

27. Approval of Notice of Completion (NOC) for Ondatje Contracting at Diamond Valley Middle School
Approved as recommended.

28. Approval to Award Various Agreements for Invitation for Bid #2024-25-01 for Fruits and Vegetables
Approved as recommended.

29. Approval of Interagency Agreement with Spectrum Center Hemet
Approved as recommended.

30. Approval of Agreement Extension Bid #2023-24-01 Dairy Foods
Approved as recommended.

31. Approval of Agreement Extension Bid #2022-23-02 Dry Goods
Approved as recommended.

32. Approval of Agreement Extension Bid #2022-23-04 Frozen & Refrigerated Foods
Approved as recommended.

33. Approval of Agreement Extension Bid #2022-23-01 Paper Supplies
Approved as recommended.

34. Approval of Agreement Extension Bid #2022-23-03 USDA Foods and Commercial Equivalents
Approved as recommended.

35. Review and Approval of the Triennial Assessment of Wellness Policy
Reviewed and Approved the Triennial Assessment of Wellness Policy

Motion by Patrick Searl, second by Stacey Bailey.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

36. Ratification of Renewal of Excess Workers' Compensation Insurance with Safety National Casualty Corporation
Approved as recommended.

37. Approval to Accept the Self-Funded Workers Compensation Actuarial Report
Approved as recommended.

38. Approval of Agreement Renewal with Santa Rosa Academy
Approved as recommended.

39. Approval of Agreement Renewal with Temecula Preparatory School
Approved as recommended.

40. Approval of Agreement Renewal with City of Perris
Approved as recommended.

41. Approval of Agreement Renewal with Irvine Unified School District – *Pulled during adoption of the agenda, for possible future consideration.*

42. Approval of Agreement Renewal with Banning Unified School District
Approved as recommended.

43. Approval of Agreement Renewal with Girl Scouts of San Geronimo Council
Approved as recommended.

44. Approval to Purchase Sixteen (16) Thomas Saf-T-Liner HDX CNG Buses
Approved as recommended.

45. Approval of Agreement Renewal with California Department of Education (CDE)
Approved as recommended.

46. Approval of Agreement Renewal with San Jacinto Valley Academy
Approved as recommended.

47. Approval of Agreement Renewal with Temecula International Academy
Approved as recommended.

48. Approval of Agreement Renewal with Sycamore Academy of Science and Cultural Arts
Approved as recommended.

49. Approval of Agreement Renewal with Rancho Christian School
Approved as recommended.

50. Approval of Memorandum of Understanding with Central State University
Approved as recommended.

51. Approval of Affiliation Agreement with University of Phoenix
Approved as recommended.

52. Approval of Memorandum of Understanding with Concordia University
Approved as recommended.

53. Approval of Agreement with American Medical Response (AMR)
Approved as recommended.

54. Approval of Certificated Personnel Assignment Order No. CE 24-6
Approved the Certificated Personnel Assignment Order No. CE 24-6

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepiski

Abstain: Jeremy Parsons

55. Approval of Classified Personnel Assignment Order No. CL 24-6
Approved as recommended.

56. Approval of Amendment # 2 to Agreement with Huron for Rounding SaaS Services
Approved as recommended.

57. Approval of Agreement with Apple Inc. for Professional Development
Approved as recommended.

58. Approval of Agreement with Apple Inc for iPad Deployment Services
Approved as recommended.

59. Approval of Agreement with Huron Consulting Services dba Huron Studer Education for 24-25 and 25-26
Approved as recommended.

60. Educational Services Second and Final Reading and Adoption of Revised Governing Board Policy
Approved as recommended.

I. INFORMATION, DISCUSSION, REPORTS

1. Head Start Monthly Accountability Report for March & April 2024
The Board received this item.

2. First Reading on New/Revised Courses of Study Recommended for Adoption
The Board received this item.

3. Business Services Receipt and First Reading of Revised Governing Board Policy
The Board received this item.

4. Educational Services Receipt and First Reading of Revised Governing Board Policies
The Board received this item.

5. Superintendent Receipt and First Reading of Revised Governing Board Policy
The Board received this item.

J. LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICTS

1. Deconvene the Regular Governing Board Meeting and Convene as the Legislative Body of the Community Facilities District
Jeremy Parsons deconvoked the Regular Governing Board Meeting and Convened as the Legislative Body of the Community Facilities District at 8:22 p.m.

2. Adoption of Resolution No. 3073 and Authorization of The Governing Board of The Hemet Unified School District, Acting as The Legislative Body of Community Facilities Districts Directing the Levy of The Special Taxes for the 2024-2025 Fiscal Year
Adopted Resolution 3073

Motion by Stacey Bailey, second by Patrick Searl.

Motion Passes

Yes: Stacey Bailey, Al Cordova, Jeremy Parsons, Kenneth Prado, Patrick Searl, Ross Valenzuela, Jeffrey Slepki

3. Deconvene the Legislative Body of the Community Facilities District and Reconvene Regular Board Meeting

Jeremy Parsons deconvoked the Legislative Body of the Community Facilities District and Reconvened the Regular Board Meeting at 8:23 p.m.

K. ITEMS FROM THE GOVERNING BOARD

1. Board Member Comments

Mrs. Bailey spoke on her experience at the 2024 Graduation Ceremonies and congratulated all of the HUSD graduates. She thanked everyone who attended the board meeting. She thanked all of the presenters for their reports. She commented on how proud she is to serve the students and community of Hemet.

Dr. Slepki thanked all of the presenters for their reports and information. He commented on the measurable improvement the District is making. He thanked everyone for attending the meeting.

Mr. Searl thanked all of the presenters for their reports and updates. He thanked the public comment speakers. He wished everyone a safe and wonderful summer. He

thanked everyone for attending the meeting.

Mr. Prado spoke on end of year activities and the accomplishments made throughout the year. He congratulated all of the HUSD Graduates . He thanked all of the presenters for their reports and updates. He thanked the public comment speakers. He thanked the Board Sub-Committee for their collaboration. He thanked Assistant Superintendent, Mary Wendland and the Student Services staff for their work on the board agendas regarding health services-related items.

Mr. Valenzuela thanked the public comment speakers. He thanked the HUSD employees for their hard work and dedication. He thanked the presenters for their reports. He spoke on his experience at HUSD Graduations. He congratulated all of the 2024 Graduates. He wished everyone a great summer.

Mr. Cordova thanked all of the presenters for their reports. He thanked everyone for attending the meeting. He commented on the economic future of HUSD and thanked Mr. Watters for his transparent and thoughtful Budget Update. He thanked all of Executive Cabinet for their hard work and thanked Superintendent Barrett for her continued guidance and dedication to HUSD. He thanked his fellow board members for their continued collaboration and willingness to work together for the students and community of Hemet USD. He congratulated all of the 2024 Graduates.

Mr. Parsons thanked all of the presenters for their reports and updates. He thanked everyone who donated to the District. He thanked the Library Policy Sub-Committee for their work and collaboration. He thanked all of the public comment speakers. He thanked everyone for attending the meeting.

L ITEMS FROM THE SUPERINTENDENT

1. Superintendent's Comment

Dr. Barrett thanked everyone for attending the meeting. She spoke on the strong sense of community that brings people to attend the meetings and wished they would stay for its entirety. She spoke on the importance of the Board's due diligence to continue to seek to understand when issues arise. She thanked the Board Library Policy Sub-Committee for their healthy collaboration. She thanked all of the presenters for their reports and updates. She congratulated all of the HUSD 2024 Graduates and wished them well in their next step of their life journey. She commented that she is honored to be the Superintendent of such a wonderful and caring community.

M. CLOSED SESSION (If Necessary)

1. Possible Closed Session (If Needed)

Not needed.

N. RECONVENE TO OPEN SESSION

1. Report Out from Closed Session (If Needed)

Not needed.

UPCOMING MEETINGS

1. Regular Meeting of the Governing Board Tuesday, June 18, 2024; Closed Session at 3:00 p.m.; Open Session at 5:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545

2. Regular Meeting of the Governing Board Tuesday, July 16, 2024; Closed Session at 4:00 p.m.; Open Session at 5:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545

O. ADJOURNMENT

1. Adjourn the Meeting

The meeting adjourned at 8:46 p.m.

Board Approved on June 18, 2024

PRESIDENT

VICE PRESIDENT

HEMET UNIFIED SCHOOL DISTRICT**BID # PUR2024-01****Purchase of Buses, Bus parts, and Services****HEMET UNIFIED SCHOOL DISTRICT****1791 WEST ACACIA AVE.****HEMET, CA. 92545****BID DUE DATE:****May 20, 2024****2:30pm PST**

BID SCHEDULE

PROJECT: PUR2024-01 Buses, Bus Parts, Services

EVENT	DATE	TIME	LOCATION
Notice Inviting Bids	4/22/2024 4/29/2024		Press Enterprise bit.ly/3YwFEkw
Interested Bidder Form Due	5/2/2024	4:00pm	Emailed or delivered to Purchasing Department
Bidder's Clarifications Due	5/8/2024	4:00pm	Email to purchasing@hemetUSD.org Subject PUR2024-01 Bidder's Clarification
Addendum's to Bidder's Clarification Published	5/13/2024	3:00pm	bit.ly/3YwFEkw
Bid Opening	5/20/2024	2:30pm	Purchasing Department
Bid Tabulation Posted	5/24/2024	4:00pm	bit.ly/3YwFEkw
Notice of Intent to Award	5/28/2024		Emailed by Purchasing
Governing Board Approval	6/4/2024		PDSC Board Room

END OF DOCUMENT

NOTICE

Notice is hereby given that the Governing Board of the Hemet Unified School District ("District") will receive up to, but not later than, on May 21st, 2024, 2:30pm local time, and will then publicly open at the Hemet Unified School District, 1791 W. Acacia Avenue, Purchasing Department, Hemet, CA 92545, bids for the following project:

Bid: PUR2024-01 Purchase of school buses, bus parts & services

Interested bidder forms are due to the Purchasing Department by May 2nd, 2024 at 4:30 p.m. All forms and Bid Documents are available for download and review at the District website: bit.ly/3YwFEkw OR by emailing to: purchasing@hemetUSD.org

Dawn Bray, Director of Purchasing

HEMET UNIFIED SCHOOL DISTRICT

Interested Bidder Form

BID #: PUR2024-01 Purchase of school buses, bus parts & services

Attention Bidder: Please email this sheet to purchasing@hemetUSD.org in order to participate in the aforementioned RFP.

Company Name:	BusWest
Representative Name:	Todd Franssen
Title:	School Bus Sales Manager
Address:	21107 S. Chico Street
City:	Carson
State/Zip Code:	CA/90745
Phone Number:	(310)984-3916
Email Address:	tfranssen@buswest.com

Please contact purchasing@hemetUSD.org if you have any questions regarding this RFP. The above information will be used to send addendums for this request for proposal to all potential bidders who received the proposal from the District.

INSTRUCTIONS AND TERMS & CONDITIONS

The purpose of this bid is to award an agreement to the most qualified, responsible, responsive Bidder for the purchase of new **buses, bus parts, and services**. District shall exercise its right of first refusal in the purchase of any vehicles contained in successful Bidder's bid packet. Award will be determined from the total of the base bids of the four (4) vehicles on the PUR2024-01 bid form.

For Parts, District will have the option to solicit all other vendors based on availability and urgency. Bidders are required to respond to Appendix B. The list of existing buses that parts are needed for is contained in Appendix B.

All bids shall be **sealed** and **physically submitted** to the Purchasing department at 1791 W. Acacia Ave, Hemet, CA, 92545, Attn: Purchasing. District is not responsible for any bid submissions sent by mail. Bidder is solely responsible to ensure that the bid arrives to the Purchasing department before the date and time listed on the schedule on page 2 of this document.

BIDDER RESPONSIBILITIES READ THIS ENTIRE DOCUMENT CAREFULLY AND BECOME FAMILIAR WITH ALL INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A PROPOSAL. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER PROPOSALS YOU MAY HAVE RECEIVED FROM THIS OFFICE.

Before submitting a proposal, each firm is expected to thoroughly examine all bid and contract related documents. Failure to do so will be at Bidder's risk, and will not bar Bidder's obligation to perform if a contract is awarded pursuant to the Request for Proposal. If you submit a bid, it shall be incontrovertible evidence that you understand, and intend to comply with all the requirements of this bid.

The governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the proposals.

ANTI-DISCRIMINATION In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. Successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

AUTHORIZED SIGNATURES Every bid must be signed by the person or persons legally authorized to bind Bidder to a contract for the execution of the work. Upon request of District, any agent submitting a proposal on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind Bidder. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

Upon request of District, Bidder shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of Bidder.

AWARD OF BID The award of bid will be by the action of District's Governing Board. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, District may award the contract to the next lowest responsive and responsible Bidder or reject all bids.

BIDDER AGREEMENT TO TERMS AND CONDITIONS Submission of a signed proposal will be interpreted to mean that Bidder has agreed to all the terms and conditions set forth in the pages of this bid. The bid document, bid form, and all terms & conditions shall be considered part of the awarded contract.

BID OPENING At Bid opening, vehicles on the Bid Form will be read. Parts and services will not be read aloud for the sake of brevity. However, parts and services will be present on the final bid tabulation and on winning Bidder contracts.

CANCELLATION OF PROPOSAL District may cancel this bid at any time.

COMMUNICATION METHOD All communication shall be done using Bidder's listed email address given on Bidder's Interested Bidder Form.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT Winning Bidders agree with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS All proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF It is the responsibility of Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all proposal forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of Bidder to examine the Contract Documents shall in no way relieve Bidder from any obligations with respect to the bid or contract. The submission of a proposal shall constitute an acknowledgement upon which District may rely that the bidder has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

CRIMINAL RECORDS CHECK If offering on site services in close proximity to students, successful Bidders shall be required to comply with the applicable requirements of Education Code Section 45 I 25.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the Bidder may be declared as nonresponsive.

DELIVERY Destination will be designated within the boundaries of District or affiliated facilities. Actual delivery dates should be coordinated with District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. There shall be no minimum quantities required in order for District to place orders as needed. Bid all items F.O.B., Hemet Unified School District offices at 1791 W. Acacia Ave, Hemet, Ca, 92545.

DEVIATIONS FROM BID TERMS AND CONDITIONS Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified.

DOCUMENTS TO BE RETURNED WITH PROPOSAL Failure to completely execute and submit the required documents before the date and time set for opening may render a proposal non-responsive. The documents that must be returned by proposal opening time is listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

DRIVING ON PREMISES When Contractor or Contractor's representative is driving a motor vehicle on District's school grounds, extreme caution shall be employed. Driving on campus shall not be allowed while school is in session. Drivers shall lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., shall be reported to District's security department at (951)765-5100 ext. 1100.

DRUG-FREE WORKPLACE CERTIFICATION Pursuant to Government Code Sections 8350, et seq., successful Bidder/s shall be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. Bidder shall be required to take positive measures

outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

EMPLOYMENT While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee or agent of District.

ERASURES, INCONSISTENT OR ILLEGIBLE BIDS Bids submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall govern. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

FORCE MAJEURE The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, pandemics, or commandeering of materials, products, plants or purchasing by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party.

GOVERNING LAW The laws of the State of California and the County of Riverside shall govern all aspects of the bid.

HAZARDOUS MATERIALS/SUBSTANCES If any product that will be delivered or supplied to District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

HOLD HARMLESS/INDEMNIFICATION AND INSURANCE Successful Bidder/s awarded a contract will be required to defend, indemnify and hold harmless District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Contract Agreement.

INDEMNIFICATION AND INSURANCE Contractor/s will defend, indemnify and hold harmless District, its governing Board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse District for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against District that arises out of the performance by the Contractor. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Contractor shall supply District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that District will receive Thirty (30) days cancellation.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- c. Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall

pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall also defend, indemnify, protect, and hold harmless District and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by the contractor's failure to comply with all or of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

INSURANCE AND WORKERS' COMPENSATION Successful Bidder/s shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, successful Bidder/s shall secure the payment of compensation to all employees. A successful Bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents.

Successful Bidder/s shall, at Bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Bidder's fulfillment of the obligations under this bid:

Commercial General Liability, with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$3,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 per occurrence; \$3,000,000 aggregate
Excess Liability (Umbrella) acceptable in lieu of 3,000,000 aggregate Commercial General Liability	\$5,000,000 per occurrence
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000

Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

1. Umbrella (excess) liability insurance coverage with a minimum limit of \$5,000,000, is acceptable in lieu of 3,000,00 aggregate Commercial General Liability Insurance. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by District.
2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if Bidder drives on behalf of District in the course of performing Services.)
3. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by District and if applicable.
4. Workers' Compensation and Employers Liability Insurance in a form and amount covering Bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against District.
5. It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii and iv. above shall not in any way limit the liability of Bidder.
6. No later than five (5) days from execution of the Contract Agreement by District and successful Bidder, and prior to commencing the Services under this bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.
7. Additional Named Insured All policies, except for the Workers' Compensation policy shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of serves hereunder. Successful Bidder shall provide prior written notice to District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name Hemet Unified School District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Contract Agreement.

INTERPRETATION OF BID DOCUMENTS If any Bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for clarification be submitted to District via email to purchasing@hemetUSD.org by the date listed on bid schedule. No requests shall be considered after this time. Any interpretation or correction of the bid documents shall be made solely at District's discretion and only by written addendum duly issued by District, and a copy of such addendum shall be posted to bit.ly/3YwFEkw by the date listed on the bid schedule.

No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on District. If there are discrepancies of any kind in the bid documents, the interpretation of District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR BIDDER'S CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

MINIMUM/MAXIMUM QUANTITIES District does not guarantee any minimum or maximum quantities for orders for the duration of the agreement. Unlimited orders within the term of the agreement shall be allowed. Bidders shall not specify minimum or maximum quantities or charges for specific order types.

MODIFICATIONS Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents shall be considered.

NO WAIVER No waiver of a breach of any provision of the agreement by District shall constitute a waiver of any other breach of such provision. Failure of District and successful Bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.

NON-COLLUSION AFFIDAVIT Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the proposal.

NON-COLLUSION DECLARATION In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Non-collusion Declaration.

OFFERS OF MORE THAN ONE PRICE Bidders shall not be allowed to make, or file, or be interested in, or submit more than one proposal for the same bid.

PAYMENTS Payments shall be invoiced after delivery.

PERMITS AND LICENSES In connection with the furnishing of products and/or services listed herein, Bidder as Contractor and their employees shall secure and maintain in force such licenses and permits as required by law. All operations, materials, handling and production shall comply with all Federal, State and Local laws.

PIGGYBACK CLAUSE For the term of the awarded contract and any mutually agreed upon extensions pursuant to this Bid, at the option of Vendor, any public corporation or agency pursuant to California Public Contract Codes 20118 and 20652. It is the responsibility of public agencies from other states to ensure that CPCC sections meet their local/state procurement codes.

PIGGYBACK CLAUSE, ADMINISTRATIVE FEE An administrative fee of one percent (1%) of any contract amount will be paid to Hemet Unified School District by winning Vendor. Contracts for bus sales, parts sales, and services shall be subject to the administrative fee. Vendor shall send monthly statement detailing contracts received from its customers, the total amount of the contract, and the fee owed to District based on the contract amount. These statements shall be emailed to fiscal@hemetUSD.org. District shall be paid after Vendor receives payment from their customer.

PRICES

- All proposals shall give the prices or discounts proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by Bidder's authorized representative.
- Prices shall include everything necessary for the fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents.

- The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public that is required to restore the work site to a satisfactory condition.
- Any items that are not specifically listed in the scope of services but are necessary for the completion of the work are to be considered included in the proposal and no additional or special compensation will be allowed.
- In the event of a general price decrease is passed on to District, District reserves the right to revoke the bid award unless said price decrease is passed on to District.
- In the event of a general price increase, Contractor must provide manufacturer documentation of such increases. District will approve price increases upon award of such changes by District's Governing Board.
- All terms & conditions contained in this Bid shall remain in force for the duration of any awards.

PROPOSAL PREPARATION All proposals must be prepared and submitted using only the proposal forms included in the proposal package. Proposals prepared on any other forms may be rejected. All forms must be complete, and all information must be typed or written legibly in ink.

State numbers in both words and figures where so indicated. If there is a conflict in the words and the figures, the words shall govern and take precedence. The price form and alternates form are found in Appendix A.

PROPOSAL SUBMITTAL Proposals shall be submitted in a sealed envelope bearing on the outside the name of the firm presenting said proposal, firm's address and the project name and bid number for which the bid is submitted. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL Bidder's authorized representative may withdraw proposals only by written request received before Proposal Opening.

PROPOSAL FORMS Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address.

PROTESTS Any Bidder that has duly submitted a prime bid for the Work may protest the process used to seek bids for the Work, another bid for the Work and/or the intended award of the Contract for the Work only by filing a written protest with District in accordance with the procedures set forth in this Section. District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by District, the Bid Protest:

- Must be received by the District not later than 4:00 p.m. on the fifth business day following the posting of the bid tabulation;
- Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;
- Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;
- Must clearly identify the specific provisions of all documents relevant to the Bid Protest;
- Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;
- Must clearly identify and describe in detail all arguments in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and
- Must be submitted with all documentation Bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), District will reject the Bid Protest as invalid. Upon receipt of a valid Bid Protest, District and/or its legal counsel will review the Bid Protest and all relevant information and documents and will provide a written response to the protesting bidder setting forth a recommendation for District Board action in response to the Bid Protest. A bidder may at any time withdraw its Bid Protest. In response to a Bid Protest that a bidder has not withdrawn, the District Board may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Bid Protest. Such action by District's Board of Directors shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING BID PROTEST REQUIREMENTS IS MANDATORY. EACH BIDDER THAT DESIRES TO PROTEST MUST FILE ITS OWN BID PROTEST IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS, AND NO BIDDER MAY RELY ON A BID PROTEST BY

ANOTHER BIDDER AS A MEANS OF SATISFYING SUCH REQUIREMENTS. COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS THE SOLE AND EXCLUSIVE MEANS OF PROTESTING A BID, THE BIDDING PROCESS AND/OR THE INTENDED AWARD OF THE CONTRACT, AND FAILURE TO SO COMPLY SHALL BE DEEMED AND CONSTRUED AS A WAIVER OF ANY AND ALL RIGHTS THE BIDDER MAY HAVE TO PURSUE A CLAIM, DEMAND OR ACTION ARISING FROM ANY SUCH MATTER.

PROVISIONS REQUIRED BY LAW DEEMED TO BE INSERTED Every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this document shall be read and enforced as though it were included. If through mistake any such provision is not inserted, or not correctly inserted, then upon application of either party the Agreement shall forthwith be amended to include such corrections.

PUBLIC INFORMATION All materials received by District in response to this Bid shall be made available to the public. If any part of a Bidder's material is proprietary or confidential, Bidder must identify and so state, and be submitted separate of the bid documents. Any Bidder information used to aid in bid selection must not be restricted from the public.

RECORDS Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by the Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

REGISTRATION OF VEHICLES All vehicles purchased pursuant to this Bid shall be registered California Exempt in the name of the District. Winning Bidder shall register all vehicles prior to delivery of the vehicle. If the vehicles are delivered to District unregistered, District reserves the right to not accept the vehicle when delivered.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES District reserves the right to reject any or all proposals or any part of a proposal and to waive any irregularities or informalities in the proposal or BID process. Bidders are solely responsible for ensuring their proposal is received by the Purchasing Department in accordance with the proposal requirements, before the proposal Submittal Deadline, and at the place specified. District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

SECURING DOCUMENTS Documents can be accessed on the District's website or by emailing to: purchasing@hemetUSD.org

SELL OR ASSIGN Successful Bidder/s shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of District.

SEVERABILITY If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this document, which shall remain valid and enforceable according to its term.

TOBACCO-FREE POLICY Successful Bidder/s shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

WORKERS COMPENSATION In accordance with the provisions of section 3700 of the Labor Code, successful Bidder as Contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with the District the Certificate of Workers Compensation prior to performing the work under this contract if applicable.

WITHDRAWAL OF BIDS Any bid may be withdrawn, either personally or by written request, signed by Bidder, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

End of Terms & Conditions

May 3, 2024

ADDENDUM NUMBER ONE (1)
HEMET UNIFIED SCHOOL DISTRICT
PUR2024-01

This addendum number one (1) to the request for proposal is the following information to all recipients of the initial request emailed on April 22. This addendum number one (1) must be listed, dated, and acknowledged on your signed Bid Form under Section #2 of the Bid Form.

Notice to all Bidders: This Addendum shall be considered part of the contract documents for the above-mentioned project as though it has been issued at the same time and shall be incorporated integrally within. Where provisions of the following supplementary data differ from those of the original documents, this Addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustment in their estimates on account of current and future addenda. It will be construed that each Bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Clarification:

1. P. 33 of Appendix A, 84 Passenger bus. Item, Fire extinguisher. Existing language shall be replaced with: Each bus shall be equipped with one (1) 5-lb. dry-type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield.
2. P. 33 of Appendix A, 84 Passenger bus. Item: Seat & Barriers. Existing language shall be replaced with:
 - a. Syntec seating seats to accommodate up to 84 passengers in seats with three-point passenger restraints. All seats shall comply with all applicable FMVSS and California Title 13 specifications.
 - b. Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.
 - c. Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.
 - d. Driver's seat belt: Shall be a Type II, 3-point ELR design with a push button release.

Brent Longbrook, Buyer
purchasing@hemetusd.org
Hemet Unified School District

May 10, 2024

ADDENDUM NUMBER TWO (2)
HEMET UNIFIED SCHOOL DISTRICT
PUR2024-01

This addendum number two (2) to the request for proposal is the following information to all recipients of the initial request emailed on April 22nd. This addendum number two (2) must be listed, dated, and acknowledged on your signed Bid Form under Section #2.

Notice to all Bidders: This Addendum shall be considered part of the contract documents for the above-mentioned project as though it has been issued at the same time and shall be incorporated integrally within. Where provisions of the following supplementary data differ from those of the original documents, this Addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustment in their estimates on account of current and future addenda. It will be construed that each Bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Bidder Questions:

Q1: Are we looking for new or used buses

A1: Both

Q2: If a bidder submits exceptions to the terms and conditions contained within this bid package, will the bidder's proposal be deemed non-responsive?

A2: Yes

Q3: Are delays resulting from (i) ongoing COVID-19 related effects, (ii) supply chain constraints, (iii) labor shortages, or (iv) other circumstances beyond the reasonable control of the bidder considered force majeure events or otherwise excusable delays?

A3: Please refer to bid documents under the section "Instructions and Terms & Conditions".

Q4: What is the process for bidders to obtain bidding results after the bid has closed? Will a detailed bid tabulation be provided once contract is awarded?

A4: Please refer to Bid Schedule on Page 2.

Brent Longbrook, Buyer
purchasing@hemetusd.org
Hemet Unified School District

BID FORM

BID: PUR2024-01 BUSES, PARTS, SERVICE

BIDDER NAME: BusWest

1. The undersigned Bidder, having become familiar with all of the following Contract Documents including but not limited to:

- a. **Bid Documents.** The Bid Documents include the following documents, as indicated:

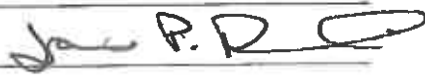
<u>Documents Due with Submission</u>	<u>Documents Due after Award</u>
Bid Form	Contract Agreement
Designated Subcontractor List	Criminal Background Investigation Certification
Noncollusion Declaration	Insurance Certificates
Certificate of Restriction of Lobbying	Asbestos Certification
Certificate of Primary Participant	Tobacco Free Certification
Regarding Debarment, Suspension,	Drug Free Certification
And other Responsibility Matters	W-9
Prevailing Wage Certification	Lead Certification
Workers' Compensation Certification	

2. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

No.: <u>1</u>	Dated: <u>5/03/24</u>
No.: <u>2</u>	Dated: <u>5/10/24</u>
No.: _____	Dated: _____
No.: _____	Dated: _____

3. **BID PROTESTS.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to District to **Dawn Bray, at the District office located Hemet Unified School, Purchasing Department at 1791 W. Acacia Avenue, Hemet, CA 92545** before 4:00 p.m. of the fifth (5th) business day following the posting of the bid tabulation, or Bidder waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Bidder must concurrently transmit a copy of the protest to all other Bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. **TERM.** The initial term of the Contract Agreement is three years from the Award of Contract.
5. **CONTRACT AGREEMENT.** DISTRICT'S CONTRACT AGREEMENT IS PART OF THE CONTRACT DOCUMENTS. SUCCESSFUL BIDDER(S) SHALL, WITHIN FIVE (5) CALENDAR DAYS OF NOTICE OF AWARD, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT AGREEMENT.
6. **CONTRACTUAL PROVISIONS.** The undersigned hereby acknowledges and agrees to be bound by all provisions in the Contract Documents.
7. **GENERAL ACKNOWLEDGEMENT.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
8. **FALSE CLAIMS ACT.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Dated this 17 day of May 20 24

Name of Bidder BusWest
 Signed by James P. Bernacchi - 
 Title of Signer President
 Address of Bidder 21107 S. Chico St Carson, CA 90745
 Bidder's Taxpayer's Identification No. 27-0746875
 Contractor License #s _____
 Telephone Number Fax Number (310) 984-3901; Fax (310) 984-3998
 E-mail Web page jbernacchi@buswest.com / www.buswest.com
 DIR Registration No. of Bidder _____

If Bidder is a Corporation, the following additional signature/information is required:

Corporation Name _____
 Additional Signature by _____
 Title of Signer _____

If Bidder is a Joint Venture Partnership, the following additional signature/information is required:

Joint Venture Partnership Name _____
 Authorized Officers Signature by _____
 Title of Officer _____
 Authorized Officers Signature by _____
 Title of Officer _____
 Authorized Officers Signature by _____
 Title of Officer _____
 Name of Acting Officer for this Bid _____

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

The undersigned declares:

I am the authorized _____ President [PRINT YOUR TITLE]
of _____ BusWest [PRINT FIRM NAME]

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____ May 17, 2024
Proper Name of Bidder: _____ BusWest
Signature: _____ [Signature]
Print Name: _____ James P. Bernacchi
Title of Authorized Official: _____ President

END OF DOCUMENT

LOBBYING RESTRICTION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

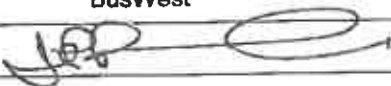
I am the authorized President [PRINT YOUR TITLE]
of BusWest [PRINT FIRM NAME]

The undersigned Bidder certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federally funded contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) IF ANY FUNDS other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Any person who makes a prohibited expenditure or fails to file or amend the required certification or disclosure form is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

Date: Mar 17, 2024
Proper Name of Bidder: BusWest
Signature: 
Print Name: James P. Bernacchi
Title of Authorized Official: President

END OF DOCUMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

I am the authorized _____ President _____ **PRINT YOUR TITLE**
of _____ BusWest _____ **PRINT FIRM NAME**

- 1) The undersigned Bidder certifies, to the best of their knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

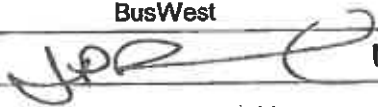
Date:

May 17, 2024

Proper Name of Bidder:

BusWest

Signature:



Print Name:

James P. Bernacchi

Title of Authorized Official:

President

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

END OF DOCUMENT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

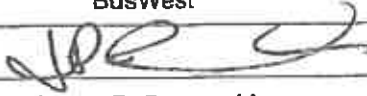
Date:

MAY 17, 2024

Proper Name of Contractor:

BusWest

Signature:



Print Name:

James P. Bernacchi

Title:

President

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

May 17, 2024

Proper Name of Contractor:

BusWest

Signature:



Print Name:

James P. Bernacchi

Title:

President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to District.

Contractor shall comply with all the provisions outlined herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PIGGYBACK CLAUSE

PCC Section 20118 (K12) and 20652 (Community Colleges)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

For the term of the agreement and any mutually agreed extensions, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

District waives its right to require such other districts and offices to draw their warrants in the favor of District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid

Piggyback granted? X Yes No

Date: May 17, 2024

Proper Name of Bidder: BusWest

Signature: JP Bernacchi

Print Name: James P. Bernacchi

Title of Authorized Official: President

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

District is not a "state agency" as defined in the applicable section(s) of the Government Code, but District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Contractor shall provide District with any sample results prior to beginning work, during the work, and after the completion of the work. District may request to examine, prior to the commencement of the work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTOR LIST

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the servicing of District vehicles.

Same Scope. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.

No Vendors or Suppliers. Bidder need not list entities that are only vendors or suppliers of materials.

Not Listed. As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

Alternate Work. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.

Additional Sheets. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

Date:

MAY 17, 2024

Proper Name of Contractor:

BusWest

Signature:



Print Name:

James P. Bernacchi

Title:

President

#1. Subcontractor Name: _____ Location: _____

Scope of Work: _____

#2. Subcontractor Name: _____ Location: _____

Scope of Work: _____

#3. Subcontractor Name: _____ Location: _____

Scope of Work: _____

#4. Subcontractor Name: _____ Location: _____

Scope of Work: _____

#5. Subcontractor Name: _____ Location: _____

Scope of Work: _____

**Hemet Unified School District
Independent Contractor for Professional Services Agreement
(Non-Construction Related)**

THIS AGREEMENT is made and entered into on June 5, 2024 ("Agreement"), by and between and Hemet Unified School District ("District") and BusWest ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☐ As indicated in Exhibit "A" or ☒ as follows:

Onsite repair, training services, and purchasing of buses Per PUR2024-01

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

- ☐ Contractor is providing services for a total flat fee:
- ☐ Contractor will provide a maximum number of hours of service at a rate of \$ _____
Per hour for a total not to exceed \$ _____ or
- ☐ Other: Exhibit "B" Payment Schedule

Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided) prior to the District remitting payment to Contractor.

3. **Agreement Time.** The Services shall commence on June 5, 2024 and shall be completed by June 5, 2025.

4. **Exhibits.** Exhibits noted below are part of this agreement.

- ☐ Exhibit "A" Services ☐ Exhibit "B" Payment Schedule
- ☐ Exhibit "C" Additional Terms & Conditions ☐ Other: Exhibit "D"

5. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

☒ Signed Agreement	☒ Insurance Certificates & Endorsements	☒ W-9 Form
--	---	--

6. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Hemet Unified School District
1791 W. Acacia Ave
Hemet, CA 92545
Attn:

BusWest
21107 S. Chico St.
Carson, CA, 90745
Attn: Todd Franssen

7. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below must be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

✓ Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: _____ INITIAL HERE: _____

8. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ The District has a statement of TB Clearance on file for each person.

✓ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: JKF (Contractor initials). INITIAL HERE: _____ (District Representative initials)

9. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits as indicated below (check all that are required). Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. All policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor, or any subcontractor, employee, or agent, shall not commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained. Contractor's insurance shall waive subrogation, unless waived in writing by District.

☒ **Commercial General Liability:** \$1,000,000 per occurrence; \$3,000,000 aggregate or \$1,000,000 per occurrence; \$2,000,000 aggregate with \$1,000,000 Umbrella Liability

☒ **Automobile Liability, Any Auto (combined single limit):** \$1,000,000 per occurrence; \$2,000,000 aggregate.

☒ **Worker's Compensation:** Statutory limits pursuant to State law.

☐ **Employer's Liability:** \$1,000,000 limit.

☐ **Professional Liability (E&O) (If Contractor is providing professional services or advice):** Must be made on a claims made form. \$1,000,000 limit.

☐ **Sexual Misconduct:** \$1,000,000 per occurrence; \$2,000,000 aggregate.

☐ **Cyber Liability:** \$2,000,000 per occurrence; \$2,000,000 aggregate.

10. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: TKT (CONTRACTOR INITIALS)

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your Federal tax identification number or Social Security number, whichever is applicable.

Hemet Unified School District

Date: 7/15, 2024

Signature: [Signature]

Print Name: Dawn Bray

Print Title: Purchasing Director

BusWest, [Contractor]

Date: 7/8/, 2024

Signature: [Signature]

Print Name: Todd Franssen

Print Title: Sales Manager

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
 2. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
 3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
 4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
 - 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
 6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
 7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source. Contractor acknowledges that the District may incur damages as a result of the Contractor's termination of this Agreement without cause, including, without limitation, increased costs associated with the performance of the Services, and agrees that the District may reasonably reduce any outstanding compensation owed by District to the Contractor as a result thereof. Contractor waives the right to any compensation for Services not invoiced within sixty (60) days of the effective date of termination pursuant to this article.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. material violation of this Agreement by the Contractor; or
 - 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
- Written notice by District shall contain the reasons for

such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days after District gives written notice to Contractor cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are cumulative of any other rights or remedies available to District pursuant to this Agreement or at law and equity, and shall in no way limit those rights or remedies.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

10. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District

of the violation, Contractor shall bear all costs arising therefrom, and shall defend and indemnify the District from any Claims arising therefrom as provided for herein.

11. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

12. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

14. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply, and shall require like compliance by all its subcontractor(s), with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735.

15. Workers' Compensation. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

16. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

17. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting

that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

18. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

19. Disputes: In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties with each Party to bear its own expenses thereof unless otherwise agreed upon by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

20. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

22. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

23. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of that term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

26. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

27. Conflict of Interest. Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

28. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

29. Additional Terms & Conditions. If the box below is checked, this contract is subject to additional terms & conditions as stated in Exhibit C.



District Representative's Name & Initials: Dawn Bray _____

End of Terms & Conditions

PUR2024-01 Bid Form

Bidder shall bid BASE vehicle only on this form. Bidder shall guarantee that all equipment bid is of new manufacture and covered under the vendor's/manufacture's warranty:

1. 19 +1 Passenger, Type A Bus with listed capacities & options

Base Bid:	\$ <u>114,670.00</u>
CA. Sales Tax, 8.75%	\$ <u>9,034.81</u>
All other fees, if applicable	\$ <u>128.50</u>
Total base bid price	\$ <u>123,833.31</u>

2. 25 Passenger, Type C Special-Needs Bus with listed capacities & options

Base Bid:	\$ <u>168,840.00</u>
CA. Sales Tax, 8.75%	\$ <u>13,783.44</u>
All other fees, if applicable	\$ <u>128.50</u>
Total base bid price	\$ <u>182,751.94</u>

3. 81 Passenger, School Bus with listed capabilities & options

Base Bid:	\$ <u>244,530.00</u>
CA. Sales Tax, 8.75%	\$ <u>21,403.81</u>
All other fees, if applicable	\$ <u>128.50</u>
Total base bid price	\$ <u>266,062.31</u>

3. 84 Passenger, School Bus with listed capabilities & options

Base Bid:	\$ <u>220,470.00</u>
CA. Sales Tax, 8.75%	\$ <u>19,298.56</u>
All other fees, if applicable	\$ <u>128.50</u>
Total base bid price	\$ <u>239,897.06</u>

Appendix A: Bus Specifications By Type

The school buses furnished in the following sections shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet

Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection

This Appendix is supplementary to the Bid Form, which only covers base models. The purpose of this Appendix is to verify that items bid on the Bid Form comply with the standards set

Additionally, prices for options shall be fixed for the length of the bid term.

19+1 passenger type A School Bus with various capacities and options

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 19 +1 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Minotour 051 MS</p> <p>Capacity: 19+1</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 13,200 lbs.</p> <p>Wheelbase: Up to 158"</p> <p>Maximum overall length: Up to 271"</p> <p>Maximum overall width: 96"</p> <p>Maximum overall height: 115"</p> <p>Minimum headroom: 73"</p>	<p>G.V.W.R.: 14,200</p> <p>Wheelbase: 159"</p> <p>Overall length: 18' 7"</p> <p>Overall width: 96"</p> <p>Overall height: 115"</p> <p>Headroom: 73"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door, one mounted forward and one mounted aft. Assist rails shall be securely attached.	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper-Rear	Shall be formed from 12 gauge 3/16" plate steel. The bumper shall be a minimum of 9 3/4" high.	
Chassis	General Motors or Ford cutaway chassis with the following specifications: <ul style="list-style-type: none"> • Minimum 13,500 lb. GVWR chassis • Minimum 158" wheelbase • Four-wheel disc brakes • Spring suspension • Minimum 6.0 L V8 gas engine • Six LT225/75R16D tires • Automatic transmission • Six 16"X6" disc wheels • Exhaust exits below the rear bumper 	Comply
Color	Exterior: Shall be National School Bus Yellow. Trim, including bumpers, guardrails, warning light visors, and door handles shall be black. Wheels shall be painted or powder-coated National School Bus Yellow on both sides. Roof shall be painted white with rounded corners. Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel. All metal panels on the bus to be painted shall be primed on both sides prior to assembly.	Comply
Construction	The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable. Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.	Comply

	<p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam cross member every 9". There shall be a plywood sub-floor of a nominal 5/8" thickness. Raised floor design. (flat floor)</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p>	Comply
Defrosters	Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.	Comply
Doors	<p>The service door shall be an manually operated, outward opening two-panel door. Entrance door shall be equipped with a door handle and a key-operated lock.</p> <p>The driver's door shall be supplied by the chassis manufacturer and located to the left of the driver's seat.</p> <p>Lift Door: Single lift door with opening measurements of 42"x60" mounted in side rear of the bus. The lift door shall be fitted with guardrails for strength and protection.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers.</p>	Comply
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located in the center rear of the bus. Door to be equipped with vandal lock with starter interlock and an audible buzzer, which will sound when latch is moved toward open position.</p> <p>Roof Hatch: A combination ventilation and emergency exit shall be provided.</p>	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece aluminum (side to side) that is riveted to each flange of the body bow frame.</p> <p>The exterior side panels shall be at least 16-gauge flat aluminum double riveted to body bow frames. The side panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes and Mud Flaps	<p>The rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.</p> <p>Mud flaps shall be installed behind the rear wheels.</p>	Comply
Fire Extinguisher	Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher and a 2.5 lb fire extinguisher to meet California Title 13.	Comply
Body Fluid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS.</p> <p>Each bus shall be equipped with a body fluid clean -up kit meeting National standards.</p>	Comply

Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply
Heater & Defrosters	<p>Front heater shall be supplied by chassis manufacturer.</p> <p>Passenger compartment shall be a minimum of 32,000 BTU's.</p> <p>Shut-off valves shall be located in engine compartment. All heater hose connections shall be maintained with constant-torque clamps.</p> <p>One adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
Horns	Dual electric.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:</p> <p>Bus number:</p> <p>CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
Interior	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 73".</p>	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Lamps & Signals	All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:	Comply

	<ul style="list-style-type: none"> Cluster: Three amber LED front, three red LED rear. Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights. Stop: One red LED right rear, one red LED left rear, 7" minimum Tail: One red LED right rear, one red LED left rear, 4" minimum Back up Lamps: Two 4" clear lenses Stepwell: One minimum operating with entrance door open. Dome: Five mounted over seats for optimum. Switch to be wired to battery. Directional Front: Two round amber LED, 7" minimum Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. Directional Rear: One amber LED right and one amber LED left, 7" minimum. Reflectors: Three on each side of bus, two on rear school bus. Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning light shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. 	Comply
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior: Rearview mirrors shall be remotely operated from the driver's compartment. Cross view mirrors shall be two quadric-spherical mirrors, one left and one right fender mounted. Mirrors shall comply with FMVSS 111.</p>	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. 8 ply rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 19 passengers in seats with three-point passenger restraints. All seats shall be track mounted Syntec Seating seats complying with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back, adjustable supplied by chassis manufacturer.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt as supplied by the chassis manufacturer.</p>	Comply

	Seatbelt cutter shall be mounted in driver area.	Comply
Special needs equipment	Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door. Flanged "L" track recessed to accommodate one wheelchair positions in front of lift. Include one Sure-Lok restraint systems FF612S-4C. Include one mesh tie down pouch.	Comply
Storage Compartment	An overhead storage compartment shall be located above the windshield. Compartment door shall be hinged at the top and supported by a prop rod when open.	Comply
Stepwell	The stepwell shall include two full-depth steps.	Comply
Sun Visor	Visor to be supplied by the chassis manufacturer.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	As supplied by the chassis manufacturer.	Comply
Windshield Wipers		Comply

Approved Optional Items

Item#	Description	Price
1.	Wheelbase decrease to 138" through 139"	(900)
2.	Change to chassis manufacture – Ford	7,500
3.	delete raised floor(flat floor)	(1,000)
4.	Change to activity bus	2,000
5.	Electric powered drive train	176,500
6.	Add strobe light	500
7.	Add fog lights	700
8.	Change to 14,000# plus chassis	0
9.	Add interlock system	1,600
10.	Add or remove 30" 3-point restraint seats	1,000
11.	Add or remove 39" 3-point restraint seats	1,100
12.	Add or remove 45" 3-point restraint seats	1,200

13.	Add or remove barrier	300
14.	Add track and track mountings for passenger seats (per seat)	300
15.	Add ISO latch to passenger seat	100
16.	Automatic tire chains	5,000
17.	Remove remote operated mirrors	(250)
18.	Add heated mirrors	100
19.	LED eight light warning system	2,000
20.	LED stop arm	1,000
21.	LED strobe stop arm	1,000
22.	Remove LED lights	(600)
23.	Remove wheelchair lift, lift door and lift accessories	(4,000)
24.	Add or remove wheelchair stations	900
25.	112 db back up alarm	90
26.	Digital color camera system	7,000
27.	Checkmate child safety system	N/C
28.	DVD player with flip down monitors	7,500
29.	Back up camera in rearview mirror	1,200
30.	40,000 BTU free blow air conditioning system with single compressor	4,500
31.	52,000 BTU free blow air conditioning system with single compressor	5,500
32.	Add 39" flex 3 point restraint seat each	1,150
33.	GPS/fleet management tracking system	3,500
34.	Additional passenger heater	500
35.	Spare Tire/Wheel	500
36.	Additional helper spring	700
37.	Deduct for Nevada seats	0
38.	Cost plus 20% on any additional options	20%
39.	Dash air conditioning	INCLUDED
40.	Fire suppression system	5,500

25 Passenger Type C Special-Needs School Bus

Minimum Specifications Required	Specifications furnished
<p>New Type C school bus capable of transporting up to 25 passengers, various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf -T- Liner C2 - 251 TS</p> <p>Capacity: 24+1/8+5 var</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 25,500 lbs.</p> <p>Wheelbase: Up to 219"</p> <p>Maximum overall length: Up to 26'</p> <p>Maximum overall width: 8'</p> <p>Curb to curb turning radius, Maximum: 22'</p> <p>Minimum headroom: 77"</p>	<p>G.V.W.R.: 31,000</p> <p>Wheelbase: 219 "</p> <p>Overall length: 17' 8"</p> <p>Overall width: 96"</p> <p>Turning radius: 20' 8"</p> <p>Headroom: 78"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications
Accelerator Controls	<p>Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.</p> <p>Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.</p>	Comply
Air Cleaner	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
Axle, Front	Minimum 8,000 lb. axle capacity with maintenance-free spring pins and oil seals.	Comply

Axle, Rear	Minimum 17,500 lb. axle capacity with magnetic drain plug.	Comply
Batteries	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. Combined batteries shall have a minimum 2100 (CCA) Battery box to be frame mounted with heavy duty steel ball bearing slide out tray.	Comply
Brakes	Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Type: Drum Front: 15" x 5" Rear: 16.5" x 7" Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 4,000 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering. System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve. Brake pedal to be electronically operated variable-type, allowing for adjustments by driver. Air dryer shall be a Bendix AD-9.	Comply
Cooling System	Radiator to be heavy-duty construction with serpentine fins.. Radiator shall include transmission oil cooler located in bottom tank.	Comply
Design	Type C bus	
Drive Line	Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.	Comply
Electrical	System shall be 12-volt with negative ground. All chassis electrical shall be a full multiplex system.	Comply
Engine	Cummins ISB 6.7L engine min HP 230. Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2018 emissions.	Comply
Exhaust System	Single muffler with 4" tailpipe.	
Fan Drive	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply
Frame	All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10-1/8" x 3" x 5/16" with a minimum 50,000 PSI yield strength.	Comply
Fuel System	Fuel tank shall have a minimum capacity of 60 equivalent gallons and shall be mounted between the frame rails. An outside fuel filler door shall be provided.	Comply
Instrument Panel	Instrument panel shall include:	Comply

	<ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hour meter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit <p>Separate light and tone for low air pressure.</p>	Comply
Rustproofing	All chassis framing, fasteners, and suspension systems are to be painted with rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type – two 2 front and two 2 rear.	Comply
Springs/Suspension	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 8,000 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be air-ride with a capacity of 23,000 lbs.	Comply
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
Tires	Single front and dual rear 225/70R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison 2500 PTS 5-speed automatic.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wheelbase	Shall be a maximum of 160 inches. 50 degree front end wheel cut.	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door.(one forward and one aft)	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	Exterior: Shall be National School Bus Yellow. This paint shall be baked-on high solids polyurethane. Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.	Comply

	<p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Bow frames should be one piece extended from below floor line to below floor line.</p> <p>Floor shall be a flat-floor design.</p>	Comply
Defrosters	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
Doors	<p>The service door shall be an air-operated outward opening, two-panel door with bonded glass for better visibility. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be a self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located rear center of the bus.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock.</p> <p>Roof Hatch: combination ventilation and emergency exit shall be provided. Hatch shall be equipped with warning buzzer.</p>	Comply

	One inch of reflective material shall extend around the perimeter of the roof hatch.	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame. Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly. Skirts shall extend at least 20" from the bottom of the floor.</p>	Comply
Fire Extinguisher	Each bus shall be equipped with two 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. The second to be mounted in the lift area.	Comply
First Aid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply
Heater & Defrosters	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall wall mounted with a minimum rating of 40,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves shall be located in engine compartment.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p>	Comply

	Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.	Comply
Horns	Dual electric horn shall be provided.	Comply
Identification	The bus shall be lettered and numbered in accordance with all applicable federal and state requirements. Name: Bus number: CA number: CA One 6" X 9" certificate holder shall be installed on the front bulkhead.	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
Interior	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 77".	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	Interior mirror shall be 6" x 30" safety glass with protected edges. Rearview mirrors: Minimum 7"x16" with black brackets, heated and motorized. Cross view mirrors shall be Quad II or equivalent, heated. Mirrors shall comply with FMVSS 111.	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	Passenger Seats: Syntec seating seats to accommodate up to 25 passengers in seats with three-point passenger restraints and W/C positions. All seats shall comply with all applicable FMVSS and California Title 13 specifications. Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.	Comply

	<p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point ELR design with a push button release.</p>	Comply
Special needs equipment	<p>Single lift door with opening measurements of 42"x60" mounted in the right rear of the bus. A secure-hold chain shall maintain the door in the open position. Pilot light and buzzer to indicate that the door is open. Vandal lock to secure the door.</p> <p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate four wheelchair positions and track mounted seats: two on the left side and two on the right side of bus.</p> <p>Include four Sure-Lok restraint systems FF612S-4C.</p> <p>Include four mesh tiedown pouches.</p>	Comply
Stepwell	3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent).	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	
Switch Panel	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	Tinted continuous curved safety plate laminated windshield. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with 5" non glare band. The windshield surface area shall be a minimum 3,000 sq inches of surface area.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers		

Approved Optional Items

Item#	Description	Price
1.	Electric motor/controller drive system	274,700
2.	Compression and exhaust brake	400
3.	Alternator – 270 amp	1,150
4.	Fire suppression system	7,000
5.	Ricon Lift	N/A
6.	112 db. Back up alarm	150
7.	Allison 2500 PTS	INCLUDED
8.	Allison 3000 PTS	8,000
9.	Change to rear leaf-spring suspension	0
10.	Change to hydraulic brakes	0
11.	Tires – 10R22.5, Load range G, 16 ply	(600)
12.	Tires – 11R22.5, Load range G, 16 ply	(600)
13.	Wheels – Six aluminum	4,000
14.	Automatic tire chains	6,500
15.	Spare tire	1,000
16.	Spare wheel	500
17.	100 gallon fuel tank	1,000
18.	Cruise control	100
19.	Gasoline Engine	(7,000)
20.	Diesel engine horsepower 190-229	9,900
21.	Diesel engine horsepower 230-249	11,000
22.	Diesel engine horsepower 250 or greater	12,100
23.	Increase wheelbase to between 159"-179"	1,320
24.	Increase wheelbase to between 180"-199"	2,200
25.	Increase wheelbase to between 200"-219"	3,300
26.	Increase wheelbase to between 220"-239"	4,400
27.	Increase wheelbase to between 240"-278"	5,500
28.	Increase wheelbase to between 279" or greater	6,600
29.	Backup camera in rear view mirror	1,700
30.	Remove adjustable steering column	0

31.	Five year chassis warranty – Increase warranty coverage on chassis related items not including drive train to five years/100,000 miles	4,400
32.	Remove adjustable accelerator and brake pedals	(150)
33.	Increase front axle to 10,000 lbs	600
34.	Increase front axle to 12,000 lbs	700
35.	LED stop, tail directional, marker and clearance lights	3,500
36.	LED eight-way warning lights	1,800
37.	Stop arm with strobe lights	1,000
38.	Stop arm with LED lights	1,000
39.	Remove acoustic ceiling headliner	(100)
40.	Battery cut off switch	N/A
41.	Remove remote operated rearview mirrors	(250)
42.	Push – button, dash mounted shift control for Allison transmission	N/A
43.	16 gauge side sheets	500
44.	Mechanically operated driver's seat	(200)
45.	Add Disc Air Brakes	1,500
46.	Add or remove barrier	300
47.	Add or remove 45" passenger seat with three point harness	1,200
48.	Add or remove 39" passenger seat with three point harness	1,100
49.	Add or remove 30" passenger seat with three point harness	1,000
50.	Add or remove track and track mountings for passenger seats(per seat)	300
51.	Add infant child restraint seat to passenger seat (per seat)	650
52.	Add ISO latch to passenger seat (per latch)	100
53.	Add two cup holders	100
54.	Deduct for Nevada passenger seats	0
55.	Air Conditioning – Dash mounted system	1,500
56.	Air Conditioning – 40,000 to 55,000 BTU free blow system/ducted	6,000
57.	Air Conditioning – 60,000 to 75,000 BTU free blow system/ducted	8,000
58.	Air Conditioning – 76,000 to 90,000 BTU free blow system/ducted	9,000
59.	Air Conditioning – 96,000 to 130,000 BTU free blow system/ducted	10,500
60.	Add side emergency door	1,000
61.	Add roof hatch	800
62.	Remove wheelchair lift door, wheelchair lift, cover and fire extinguisher	(4,000)

63.	Add or remove wheelchair station	1,000
64.	Interlock system – Install CHP approved and Title 13 exempt interlock system to allow driver to vacate the driver's compartment with the vehicle engine operating.	N/A
65.	Install 30" - 59" storage box (each)	1,000
66.	Install 60" – 99" storage box (each)	1,500
67.	Install 100" or greater storage box (each)	2,000
68.	Interior luggage racks	1,800
69.	Add transit compressor	9,000
70.	Air conditioning AC 310 Trop system or equivalent	16,000
71.	DVD Player with flip down monitors	7,500
72.	Zonar pre trip inspection system	3,000
73.	Digital surveillance camera system	7,000
74.	Roof mounted strobe light	500
75.	Fog light	1,000
76.	Five year bumper to bumper warranty	4,950
77.	Cost plus 20% on any additional items not listed	20%
78.	GPS/Fleet management tracking system	2,000
79.	Engine Diagnostic software	3,500
80.	Diagnostic, storage, data retrieval device(lap top)	2,500
81.	Connector cables	1,500
82.	Additional passenger heater	500
83.	4 wheel drive conversion	45,000
84.	Towing extended warranty – one year	330
85.	Low level coolant warning sensor	100
86.	CNG engine	35,000

81-passenger School Bus with various capacities and options

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 81 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf-T-Liner HDX - 141 YS</p> <p>Capacity: 81</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 37,600 lbs.</p> <p>base: Up to 277"</p> <p>Maximum overall length: Up to 40'</p> <p>Maximum overall width: 8'</p> <p>Maximum overall height: 11'</p> <p>Minimum headroom: 78"</p>	<p>G.V.W.R.: 37,600</p> <p>Wheelbase: 277"</p> <p>Overall length: 39' 11"</p> <p>Overall width: 8'</p> <p>Overall height: 11'</p> <p>Headroom: 78"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications
Accelerator Controls	<p>Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.</p> <p>Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.</p>	Comply
Air Cleaner	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
Axle, Front	<p>Shall be heavy-duty "I" beam design. Minimum 14,600 lb. axle capacity.</p> <p>Hubs shall be equipped with oil lubrication seals and have a sight glass to view oil level.</p>	Comply

Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 23,000 lbs. Axle shall be equipped with oil lubricated wheel bearings, replaceable oil lubrication seals, and include a magnetic drain plug.	Comply
Batteries	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. A lock shall be provided for the battery box door.	Comply
Brakes	Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Brake lining to be no less than 900 square inches in area. Type: Drum Front: 16.5" x 6" Rear: 16.5" x 8 5/8" Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 6,470 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering. System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve. Brake pedal to be electronically operated variable-type, allowing for adjustments by driver. Air dryer shall be a Bendix AD-9.	Comply
Cooling System	Radiator to be heavy-duty construction with serpentine fins.. Radiator shall include transmission oil cooler located in bottom tank. Radiator to be accessible through hinged service door.	Comply
Design	Type D bus with rear mounted engine.	Comply
Drive Line	Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.	Comply
Electrical	System shall be 12-volt with negative ground. Protected by a 150-amp circuit breaker mounted in rear electrical junction box. All chassis circuits shall be protected by manual-reset circuit breakers or multiplex system.	Comply
Engine	280 horsepower minimum; 900 ft. lbs. torque minimum, electronically controlled in-line 6-cylinder compressed natural gas powered engine. Cummins L9N Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2018 emissions. Please provide prices for Diesel engine	Comply
Exhaust System	Single muffler with 4" tailpipe.	
Fan Drive	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply

Frame	All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10" x 3 1/2" x 1/4" with a minimum 50,000 PSI yield strength. Frame rails shall not be notched, tapered, or cutout to provide clearance for engine or stepwell installation. Engine shall be installed on bolted modular rails to provide a 10" drop section and a full – width clearance of not less than 34 inches between the rails. This allows for easy engine component accessibility and routine maintenance.	Comply
Fuel System	Fuel system includes four Type-3 CNG fuel cylinders measuring 15.3" diameter x 77.6" long with seamless aluminum liners and carbon fiber and epoxy composite over-wrap. All tanks shall be mounted transverse of the chassis frame rails and surrounded by a protective tubular cage assembly. Fuel system shall operate at 3600 PSI. Relief valves from each tank to be plumbed to a single large diameter vent pipe routed to the top right side of the bus body outside the passenger compartment. The fuel door shall be equipped with a starter interlock to prevent the engine from starting during fueling.	Comply
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hourmeter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Transmission temperature gauge • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. Engine compartment instrument panel to include: <ul style="list-style-type: none"> • On/off toggle ignition switch • Starter button with starter interlock switch • Switch for two compartment lights • Oil pressure gauge • Voltmeter 	Comply
Rustproofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type – four 4 front and two 2 rear.	

Springs/Suspension	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 14,600 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be vari-rate(radius leaf) with a capacity of 23,000 lbs.	Comply
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
Tires	Single front and dual rear 12R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison PTS3000 5-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wiring	There shall be a minimum of three separate modular chassis wiring harnesses and two electrical junction boxes. The harnesses shall utilize sealed style connectors to provide optimal electrical connections. There shall be a harness for various other systems inside the front electrical compartment which is located on the interior of the body. There shall be a main chassis harness connecting the front and rear of the bus. A junction box located in the engine compartment will utilize a sealed connector and a vehicle electrical center for rear circuit breakers, gauges and switches to control ignition, compartment lights and rear starting. Multiple wiring harnesses aid in troubleshooting and provide access to the electrical system. All chassis wiring is to be color coded and numbered according to a logical and intuitive wire numbering system.	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	Back side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to near the top of the seat barrier. Front side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to heater/dash area.	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	Exterior: Shall be National School Bus Yellow. Trim, including bumpers, guardrails, warning light visors, and door handles shall be black. Wheels shall be painted or powder-coated National School Bus Yellow on both sides.	Comply

	<p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam crossmember every 9".</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p>	Comply
Defrosters	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
Doors	<p>The service door shall be an air- or electric-operated outward opening, two-panel door. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located on the left side of the bus. The door shall have a minimum of 31" x 58" clear opening.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and the rear pushout emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock. Rear pushout emergency window shall provide a clear opening of 55.25" x 21.75"</p>	Comply

	<p>Roof Hatch: Two roof hatches; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with warning buzzer.</p> <p>One inch of yellow reflective material shall extend around the perimeter of the roof hatch.</p>	Comply
Engine Compartment	<p>The rear engine compartment shall be fully insulated with thermal and sound barrier insulation sandwiched between the interior davenport seat panels and aluminized steel engine compartment panels. This insulation shall provide protection from heat, fumes and excessive noise from entering the passenger compartment. The engine compartment shall be capable of withstanding detergents and high-pressure wash.</p> <p>The engine door shall provide access to the engine compartment and related components. The door shall incorporate an interlock in the starting circuit to prevent starting the engine from the driver's area when the door is open. The opening shall be a minimum of 84" x 31". A cylinder-type lock shall secure the engine compartment door.</p> <p>The engine compartment shall be equipped with side engine doors, one each side. The doors shall be:</p> <ul style="list-style-type: none"> • Secured by a lockable flush-mounted adjustable lever latch. • Hinged vertically for a swing-out design. Designed with hinges that have removable pins for greater access for service. 	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame. Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes	The front and rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.	Comply
Fire Extinguisher	Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that the equipment may be seen.	Comply
Body Fluid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply

Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply
Heater & Defrosters	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall have a minimum rating of 50,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves - two shall be located behind an access door located forward of radiator and behind left side rear service access door.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
Horns	Dual electric plus one air horn shall be provided. The air horn shall be mounted beneath the floor of the driver's area with the activation switch mounted on the switch panel in the driver's area.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:</p> <p>Bus number:</p> <p>CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply

	A heavy-duty aluminized steel barrier shall enclose 2" blanket insulation in the engine compartment. The area under the davenport seat and the top of the shelf under the rear pushout window shall be covered with 1/2" rubberized insulation material.	Comply
Interior	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 78".	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Lamps & Signals	All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include: <ul style="list-style-type: none"> • Headlights: Single sealed beam halogen (42 watt low beam/65 watt high beam) lights with daytime running lights • Cluster: Three amber LED front, three red LED rear Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights. • Stop: One red LED right rear, one red LED left rear, 7" minimum • Tail: One red LED right rear, one red LED left rear, 4" minimum • Back up Lamps: Two 4" clear lenses • Stepwell: One minimum operating with entrance door open. • Dome: Up to ten mounted over seats for optimum aisle clearance. Switch to be wired to battery. • Driver's Dome: Dome light mounted over driver's seat and operated with separate switch. • Directional Front: Two round amber LED, 7" minimum • Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. • Directional Rear: One amber LED right and one amber LED left, 7" minimum. • Reflectors: Three on each side of bus, two on rear school bus. • Strobe Light Wiring: Wiring, switch and pilot light to be provide for future fixture. • Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. • Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. • Engine Compartment: Two lights to illuminate engine compartment. • License plate: Two lights to illuminate the license plate areas 	Comply
Luggage Compartment	Bus shall be equipped with a minimum of 69" pass-through luggage compartment. Include locks, lights, switches and shocks.	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	Interior mirror shall be 6" x 30" safety glass with protected edges.	Comply

	Exterior mirrors "European Style" overhung mirror assembly single point mount, triple lens head, break away arm, one flat rear view 9.66" x 8.39", one convex rear view 4.88" x 8.75", and one convex cross view 8.17" x 9.35". Mirrors shall be heated and operated remotely from the driver's compartment. Mirrors shall comply with FMVSS 111.	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, eight premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 79 passengers in Syntec seating seats with three-point passenger restraints. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt with height-adjustable "D" loop for driver comfort. The belt shall be of ELR design with a push button release.</p>	Comply
Stepwell	<p>3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided.</p> <p>A stepwell guard to protect the underside of the steps from road hazards shall be provided.</p>	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply

Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	Two piece continuous curved safety plate laminated windshields. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with minimum 3850 sq inches of surface area.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

Approved Optional Items

Item#	Description	Price
1.	Electric motor/controller drive system	N/A
2.	Outriggers	N/A
3.	CNG 4-tank system	INCLUDED
4.	Deduct for Nevada seats	0
5.	Left side fill for CNG	1,500
6.	Diesel engine 200 – 229 HP	(25,000)
7.	Diesel engine 230-249 HP	(25,000)
8.	Diesel engine 250 – 269 HP	(24,000)
9.	Diesel engine 270 - 285 HP	(24,000)
10.	Diesel engine 286 -300 HP	(24,000)
11.	Decrease wheelbase to 181" through 208"	(1,200)
12.	Decrease wheelbase to 209" through 237"	(1,000)
13.	Decrease wheelbase to 238" through 266"	(500)
14.	Decrease wheelbase to 267" through 276"	N/C
15.	Remove 69"-94" through luggage compartment	(1,200)
16.	95"-124" through luggage compartment	4,000
17.	125" or greater through luggage compartment	5,200
18.	Four-wheel air disc brakes	3,000
19.	10" rear brakes (Air Ride Required)	N/A

20.	Remove 15" first entrance step	(250)
21.	Fire suppression system	7,000
22.	Non-Euro style mirrors	N/C
23.	Solenoid-operated air drains in drivers area	1,000
24.	Reduce capacity of front axle/suspension to 13,200 lbs.	N/A
25.	Change to two 8-D batteries	N/A
26.	Change to forward-controlled engine transit model	0
27.	Change to activity bus	1,000
28.	Remove Adjustable pedals	(500)
29.	High strength frame rail	1,200
30.	Remove page system	N/C
31.	Back up camera in rear view mirror	1,500
32.	Compression and exhaust brake	500
33.	Strobe light	500
34.	Fog lights	700
35.	Remove acoustic-type perforated headliner	(500)
36.	16-gauge side sheets	500
37.	Five-year limited body warranty	N/C
38.	Five-year / 100,000 mile transmission warranty	N/C
39.	Allison 3000 PTS retarder transmission	8,650
40.	Hand-control for transmission retarder	300
41.	270 AMP alternator	1,700
42.	Interlock system	1,600
43.	Add or remove 30" 3-point restraint seat	1,000
44.	Add or remove 39" 3-point restraint seat	1,100
45.	Add or remove 45" 3-point restraint seat	1,200
46.	Remove 39" flex seat 3 point restraint seat	1,150
47.	Add or remove 30"-39" FMVSS restraint seat	N/A
48.	Add or remove barrier	300
49.	Add track and track mountings for passenger seats (per seat)	300
50.	Add infant child restraint seat each	650
51.	Add ISO Latch to passenger seat (per set)	100
52.	blank	

53.	Interior luggage racks (each side)	2,000
54.	Aluminum wheels (each)	800
55.	60-gallon fuel tank	1,000
56.	100-gallon fuel tank	1,500
57.	Automatic tire chains	6,500
58.	Mechanically operated drivers seat	(200)
59.	Remove remote operation on mirrors	(500)
60.	Remove heated mirrors	(100)
61.	Back up camera in rearview mirror	1,500
62.	LED eight light warning system	3,000
63.	LED stop arm	1,000
64.	LED strobe stop arm	1,000
65.	Remove LED lights	(1,000)
66.	Wheelchair lift door	3,000
67.	Wheelchair lift	9,700
68.	Wheelchair station	1,000
69.	Lift cover and 5 lb. fire extinguisher	500
70.	112 DB. back-up alarm	100
71.	Cruise control	500
72.	Severe-duty package	700
73.	Digital color camera system	7,000
74.	Analog color camera system	N/A
75.	Checkmate child safety system	N/C
76.	DVD Player with monitors	7,500
77.	Spare wheel	500
78.	60,000 to 75,000 BTU free-blow air-conditioning system	6,270
79.	76,000 to 90,000 BTU free-blow air-conditioning system	12,100
80.	91,000 to 110,000 BTU free-blow air-conditioning system	17,600
81.	111,000 to 130,000 BTU free-blow air-conditioning system	22,000
82.	125,000 BTU max roof top ducted air-conditioning system	23,100
83.	180,000 BTU max roof mounted ducted air-conditioning system	26,400
84.	Transit compressor for air-conditioning system	11,000
85.	Side emergency door	600

86.	Front air ride 2-bag suspension	N/A
87.	Rear air ride 2 bag suspension	N/A
88.	Front air ride 4-bag suspension	7 000
89.	Rear air ride 4-bag suspension	15 000
90.	Add or remove roof hatch	800
91.	11R22.5 tires (6)	(550)
92.	10R22.5 tires (6)	(600)
93.	Cost plus 20% on any additional items	20%
94.	Extended engine warranty Cummins – 7/150k	5 500
95.	Extended chassis warranty 5 yr/100k excluding drivetrain	5 500
96.	GPS/fleet management tracking system	2 000
97.	Engine diagnostic software	3 500
98.	Diagnostic, storage, data retrieval device	2 500
99.	Connector cables	1 500
100.	Additional passenger heater	500
101.	Towing extended warranty- 1 year each year to 2 years	880
102.	Low level coolant warning sensor	100
103.	Extended towing warranty – 3yr	1 320
104.	Extended towing warranty – 4 yr	1 650
105.	Extended towing warranty – 5 yr	1 980
106.	Extra dome lights (set of two)	150
107.	Deduct for Nevada seats	0
108.	6 th speed on transmission open	800
109.	Flip signs	700
110.	Flip visors	900
111.	Sanders	N/A
112.	Spare tire	1,000
113.	Exhaust brake	400
114.	250hp ISLG engine	(1,500)

84-Passenger School Bus with various capacities and options

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 84 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf-T-Liner HDX - 141 YS</p> <p>Capacity: 84</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 37,600 lbs.</p> <p>base: Up to 277"</p> <p>Maximum overall length: Up to 40'</p> <p>Maximum overall width: 8'</p> <p>Maximum overall height: 11'</p> <p>Minimum headroom: 78"</p>	<p>G.V.W.R.: 37,600</p> <p>Wheelbase: 277"</p> <p>Overall length: 39' 11"</p> <p>Overall width: 8'</p> <p>Overall height: 11'</p> <p>Headroom: 78"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications
Accelerator Controls	<p>Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.</p> <p>Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.</p>	Comply
Air Cleaner	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
Axle, Front	<p>Shall be heavy-duty "I" beam design. Minimum 14,600 lb. axle capacity.</p> <p>Hubs shall be equipped with oil lubrication seals and have a sight glass to view oil level.</p>	Comply

Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 23,000 lbs. Axle shall be equipped with oil lubricated wheel bearings, replaceable oil lubrication seals, and include a magnetic drain plug.	Comply
Batteries	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. A lock shall be provided for the battery box door.	Comply
Brakes	Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Brake lining to be no less than 900 square inches in area. Type: Drum Front: 16.5" x 6" Rear: 16.5" x 8 5/8" Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 6,470 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering. System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve. Brake pedal to be electronically operated variable-type, allowing for adjustments by driver. Air dryer shall be a Bendix AD-9.	Comply
Cooling System	Radiator to be heavy-duty construction with serpentine fins.. Radiator shall include transmission oil cooler located in bottom tank. Radiator to be accessible through hinged service door.	Comply
Design	Type D bus with rear mounted engine.	
Drive Line	Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.	Comply
Electrical	System shall be 12-volt with negative ground. Protected by a 150-amp circuit breaker mounted in rear electrical junction box. All chassis circuits shall be protected by manual-reset circuit breakers or multiplex system.	Comply
Engine	300 horsepower minimum; 900 ft. lbs. torque minimum, electronically controlled in-line 6-cylinder powered engine. Cummins L9 Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2024 emissions.	Comply
Exhaust System	Single muffler with 4" tailpipe.	Comply
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hour meter • Oil pressure gauge • Water temperature gauge • Fuel gauge 	Comply

	<ul style="list-style-type: none"> • Voltmeter • Dual air pressure gauges • Transmission temperature gauge • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. <p>Engine compartment instrument panel to include:</p> <ul style="list-style-type: none"> • On/off toggle ignition switch • Starter button with starter interlock switch • Switch for two compartment lights • Oil pressure gauge • Voltmeter 	Comply
Rustproofing	All chassis framing, fasteners, and suspension systems are to be painted with rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type – four 4 front and two 2 rear.	
Springs/Suspension	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 14,600 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be vari-rate(radius leaf) with a capacity of 23,000 lbs.	Comply
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
Tires	Single front and dual rear 12R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison PTS3000 5-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wiring	<p>There shall be a minimum of three separate modular chassis wiring harnesses and two electrical junction boxes. The harnesses shall utilize sealed style connectors to provide optimal electrical connections. There shall be a harness for various other systems inside the front electrical compartment which is located on the interior of the body. There shall be a main chassis harness connecting the front and rear of the bus. A junction box located in the engine compartment will utilize a sealed connector and a vehicle electrical center for rear circuit breakers, gauges and switches to control ignition, compartment lights and rear starting. Multiple wiring harnesses aid in troubleshooting and provide access to the electrical system.</p> <p>All chassis wiring is to be color coded and numbered according to a logical and intuitive wire numbering system.</p>	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be a self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
Emergency Exits	<ul style="list-style-type: none"> • All emergency exits shall conform to FMVSS 217 and California Title 13. • Emergency Doors: There shall be a minimum of one emergency door, located rear center of the bus. • There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door. • Emergency doors and emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock. • Roof Hatch: combination ventilation and emergency exit shall be provided. Hatch shall be equipped with warning buzzer. • One inch of reflective material shall extend around the perimeter of the roof hatch. 	Comply
Engine Compartment	<p>The rear engine compartment shall be fully insulated with thermal and sound barrier insulation sandwiched between the interior davenport seat panels and aluminized steel engine compartment panels. This insulation shall provide protection from heat, fumes and excessive noise from entering the passenger compartment. The engine compartment shall be capable of withstanding detergents and high-pressure wash.</p> <p>The engine door shall provide access to the engine compartment and related components. The door shall incorporate an interlock in the starting circuit to prevent starting the engine from the driver's area when the door is open. The opening shall be a minimum of 84" x 31". A cylinder-type lock shall secure the engine compartment door.</p> <p>The engine compartment shall be equipped with side engine doors, one each side. The doors shall be:</p> <ul style="list-style-type: none"> • Secured by a lockable flush-mounted adjustable lever latch. • Hinged vertically for a swing-out design. Designed with hinges that have removable pins for greater access for service. 	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame.</p> <p>Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p>	Comply

	The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly. Skirts shall extend at least 20" from the bottom of the floor.	Comply
Fire Extinguisher	Each bus shall be equipped with two 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. The second to be mounted in the lift area.	Comply
First Aid Kit, Triangle Flares & Other Safety Equipment	Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open. Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield. Each bus shall be equipped with hand held stop sign and vinyl pouch.	Comply
Floor Covering and Sub-floor	Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding. The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges. The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.	Comply
Guard Rails	Minimum of four guard rails to be supplied: <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply
Heater & Defrosters	All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output. All heaters to be easily serviceable, with cleanable air filters. The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall wall mounted with a minimum rating of 40,000 BTU's. The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves shall be located in engine compartment. All heater hose connections shall be maintained with constant-torque clamps. Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.	Comply
Horns	Dual electric horn shall be provided.	Comply
Identification	The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.	Comply

	Name: Bus number: CA number: CA One 6" X 9" certificate holder shall be installed on the front bulkhead.	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
Interior	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 77".	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	Interior mirror shall be 6" x 30" safety glass with protected edges. Rearview mirrors: Minimum 7"x16" with black brackets, heated and motorized. Cross view mirrors shall be Quad II or equivalent, heated. Mirrors shall comply with FMVSS 111.	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	Passenger Seats: Syntec seating seats to accommodate up to 25 passengers in seats with three-point passenger restraints and W/C positions. All seats shall comply with all applicable FMVSS and California Title 13 specifications. Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats. Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.	Comply

	Driver's seat belt: Shall be a Type II, 3-point ELR design with a push button release.	Comply
Stepwell	3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent)	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	
Windshield	Two piece continuous curved safety plate laminated windshields. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with minimum 3850 sq inches of surface area.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

Approved Optional Items

Item#	Description	Price
1.	Electric motor/controller drive system	254,550
2.	Outriggers	N/A
3.	Deduct for Nevada seats	0
4.	Decrease wheelbase to 267" through 276"	0
5.	Remove 69"-94" through luggage compartment	(1,200)
6.	95"-124" through luggage compartment	4,000
7.	125" or greater through luggage compartment	5,200
8.	Four-wheel air disc brakes	3,000
9.	Fire suppression system	7,000
10.	Solenoid-operated air drains in drivers area	1,000
11.	Reduce capacity of front axle/suspension to 13,200 lbs.	N/A
12.	Change to forward-controlled engine transit model	0

13.	Change to activity bus	1,000
14.	Remove Adjustable pedals	(500)
15.	High strength frame rail	1,200
16.	Remove page system	N/C
17.	Back up camera in rear view mirror	1,500
18.	Compression and exhaust brake	500
19.	Strobe light	500
20.	Fog lights	700
21.	Remove acoustic-type perforated headliner	(500)
22.	16-gauge side sheets	500
23.	Five-year limited body warranty	N/C
24.	Five-year / 100,000 mile transmission warranty	N/C
25.	Allison 3000 PTS retarder transmission	8,650
26.	Hand-control for transmission retarder	300
27.	270 AMP alternator	1,700
28.	Interlock system	1,600
29.	Add or remove 30" 3-point restraint seat	1,000
30.	Add or remove 39" 3-point restraint seat	1,100
31.	Add or remove 45" 3-point restraint seat	1,200
32.	Remove 39" flex seat 3 point restraint seat	1,150
33.	Add or remove 30"-39" FMVSS restraint seat	N/A
34.	Add or remove barrier	300
35.	Add infant child restraint seat each	650
36.	Add ISO Latch to passenger seat (per set)	100
37.	Interior luggage racks (each side)	2,000
38.	Aluminum wheels (each)	800
39.	60-gallon fuel tank	1,000
40.	100-gallon fuel tank	1,500
41.	Automatic tire chains	6,500
42.	Mechanically operated drivers seat	(200)
43.	Remove remote operation on mirrors	(500)
44.	Remove heated mirrors	(100)
45.	Back up camera in rearview mirror	1,500

46.	LED eight light warning system	3,000
47.	LED stop arm	1,000
48.	LED strobe stop arm	1,000
49.	Remove LED lights	(1,000)
50.	112 DB. back-up alarm	100
51.	Cruise control	500
52.	Severe-duty package	700
53.	Digital color camera system	7,000
54.	Analog color camera system	N/A
55.	DVD Player with monitors	7,500
56.	Spare wheel	500
57.	60,000 to 75,000 BTU free-blow air-conditioning system	6,270
58.	76,000 to 90,000 BTU free-blow air-conditioning system	12,100
59.	91,000 to 110,000 BTU free-blow air-conditioning system	17,600
60.	111,000 to 130,000 BTU free-blow air-conditioning system	22,000
61.	125,000 BTU max roof top ducted air-conditioning system	23,100
62.	180,000 BTU max roof mounted ducted air-conditioning system	26,400
63.	Transit compressor for air-conditioning system	11,000
64.	Side emergency door	600
65.	Front air ride 2-bag suspension	N/A
66.	Rear air ride 2-bag suspension	N/A
67.	Front air ride 4-bag suspension	7,000
68.	Rear air ride 4-bag suspension	15,000
69.	Add or remove roof hatch	800
70.	11R22.5 tires (6)	(550)
71.	10R22.5 tires (6)	(600)
72.	Cost plus 20% on any additional items	20%
73.	Extended engine warranty Cummins – 7/150k	5,500
74.	Extended chassis warranty 5 yr/100k excluding drivetrain	5,500
75.	GPS/fleet management tracking system	2,000
76.	Diagnostic software	3,500
77.	Diagnostic, storage, data retrieval device	2,500
78.	Connector cables	1,500

79.	Additional passenger heater	500
80.	Towing extended warranty- 1 year each year to 2 years	880
81.	Low level coolant warning sensor	100
82.	Extended towing warranty – 3yr	1,320
83.	Extended towing warranty – 4 yr	1,650
84.	Extended towing warranty – 5 yr	1,980
85.	Extra dome lights (set of two)	150
86.	Deduct for Nevada seats	0
87.	6 th speed on transmission open	800
88.	Flip signs	700
89.	Flip visors	900
90.	Spare tire	1,000

Appendix B: Parts Price Form for Existing Buses

				Will Bidder provide parts?	If Yes, list percentage off list
MAKE	MODEL	ENGINE	Model Year	Answer 'Yes' or 'No'	%
Blue Bird	All American	Cummins ISE 8.3	2000-2001	YES	cost + variable mark up
Blue Bird	All American	John Deere 608 8.1	2005-2007	YES	cost + variable mark up
Blue Bird	TOFE	Cummins ISLG	2013	YES	cost + variable mark up
Chevrolet	Bluebird	Chevrolet 6.0	2006	YES	cost + variable mark up
Chevrolet	Bluebird Micro Bus	Chevrolet 6.0	2007-2008	YES	cost + variable mark up
Chevrolet	Thomas Minotour	Chevrolet 6.0	2009	YES	cost + variable mark up
Chevrolet	Starcraft	Chevrolet 6.0	2012-2013	YES	cost + variable mark up
Chevrolet	Blue Bird	Chevrolet 6.5	1995	NO	
Chevrolet	Thomas	Chevrolet 6.5	1999	YES	cost + variable mark up
Ford	Blue Bird	Ford 7.3	1997-1998	YES	cost + variable mark up
GMC	Thomas Minotour	GMC 6.5	1999	YES	cost + variable mark up
GMC	Bluebird	GMC 6.5	2001	YES	cost + variable mark up
GMC	Thomas Minotour	GMC 6.0	2004, 2012-2015	YES	cost + variable mark up
GMC THOMAS	Thomas Built HDX	Cummins ISLG	2014, 2016	YES	cost + variable mark up
Internt'l	Bluebird	T444E IHC	1999	YES	cost + variable mark up
Thomas	Saf-T-Liner	Cummins ISE 8.3	2000-2002	YES	cost + variable mark up
Thomas	Saf-T-Liner	John Deere 608 8.1	2003-2006, 2007-2008	YES	cost + variable mark up
Thomas	Freightliner	Mercedes 900 MBE	2003	YES	cost + variable mark up
Thomas	Freightliner C-2	Mercedes 900 MBE	2006-2007	YES	cost + variable mark up
Thomas	Saf-T-Liner	Cummins ISLG	2009, 2012	YES	cost + variable mark up
Thomas	Thomas Built HDX	Cummins ISLG	2014	YES	cost + variable mark up
Thomas	Thomas Built HDX	Cummins 8.9	2016	YES	cost + variable mark up
Thomas	Minotour	6.8 V-10 Ford Triton	2016	YES	cost + variable mark up
Thomas	C2/CNG	6.7 Cummins	2016	YES	cost + variable mark up
Thomas	HDX	8.9 ISLG 280	2017	YES	cost + variable mark up
Thomas	C2/CNG	ISB-G-6.7	2019	YES	cost + variable mark up
Thomas	HDX CNG	Cummins 8.9	2009, 2016, 2020, 2023	YES	cost + variable mark up
Thomas	Minotour	6.8 Ford E450	2017, 2021	YES	cost + variable mark up
Thomas	C2 Electric	Proterra Electric	2021	YES	cost + variable mark up
Thomas	Saf-T-Liner	Cummins "C" 8.3	1998	YES	cost + variable mark up
Thomas	Saf-T-Liner	Cummins ISE 8.3	2000-2002	YES	cost + variable mark up
Thomas	Saf-T-Liner	Cummins 8.3	1999, 2009	YES	cost + variable mark up
Thomas	Saf-T-Liner	Cummins 8.9 CNG	2009	YES	cost + variable mark up
Thomas	Savana MINOTOUR	GMC 6.0	2008	YES	cost + variable mark up
Thomas	HDX CNG	John Deere 608 CNG	2007	YES	cost + variable mark up

Will Bidder provide
repair services for new
and used buses?

Please circle one

YES

NO

Will Bidder provide
parts for new buses?

Please circle one

YES

NO

If Yes, list percentage
cost + variable mark up

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **FIRST READING NEW BOARD POLICY 5131.8: MOBILE COMMUNICATION DEVICES**

ATTACHMENTS: **BOARD POLICY 5131.8: MOBILE COMMUNICATION DEVICES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a first reading is Board Policy 5131.8: Mobile Communication Devices, which establishes District compliance with the Phone-Free Schools Act (Assembly Bill 3216) and its new statewide guidelines for cell phone use in schools.

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:



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



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



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

RECOMMENDATION:

The Superintendent recommends the Board approve the First Reading of Board Policy 5131.8: Mobile Communication Devices.

PROPOSED ACTION:

FIRST READING

Item #: 38

Policy 5131.8: Mobile Communication Devices

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes that student use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, and could be harmful and disruptive of the instructional program in some circumstances. When on campus or when under the supervision of district employees, students may use smartphones and other mobile communication devices only as permitted under this policy.

Students may use smartphones or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any applicable school rules.

Mobile communication devices shall be turned off during instructional time.

However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In the case of an emergency, or in response to a perceived threat of danger
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator
3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being
4. When the possession or use is required by the student's individualized education program

The Superintendent or designee may undertake measures or strategies in accordance with law, to limit student access to smartphones and other mobile communication devices on campus. (Education Code 48901.7)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

A student's personal electronic device shall not be searched without the consent of the student's parent/guardian, except pursuant to a lawfully issued warrant, when a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information, or when the search is otherwise permitted pursuant to Penal Code 1546.1.

When a student uses a mobile communication device in an unauthorized manner while at a school site or under the supervision and control of a district employee, the student may be disciplined and the district employee may temporarily confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The district will not be responsible or liable for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

The Board shall review and, as necessary, update this policy at least once every five years. Any such review or update shall include significant stakeholder participation to ensure that the policy is responsive to the unique needs and desires of the school community.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **FIRST READ OF NEW ADMINISTRATIVE REGULATION 6146.3: RECIPROCITY OF ACADEMIC CREDIT**

ATTACHMENTS: **ADMINISTRATIVE REGULATION 6146.3: RECIPROCITY OF ACADEMIC CREDIT**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a first reading is Administrative Regulation 6146.3: Reciprocity of Academic Credit that removes redundant sections on school types, as state law now mandates the acceptance of all coursework from public, juvenile court, and non-public schools. The Appeals and Due Process section was relocated for better flow, while a new Transfer of Coursework and Credits for Highly Mobile Students section consolidates requirements for foster, homeless, military, migratory, and newcomer students. Additionally, a Notification and Complaints section was added to outline the specific reporting procedures and rights available to these highly mobile student groups.

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:



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 First Reading of Administrative Regulation 6146.3: Reciprocity of Academic Credit.

PROPOSED ACTION:

APPROVE

Item #: 39

Regulation 6146.3: Reciprocity Of Academic Credit

Status: DRAFT

Original Adopted Date: Pending

Students in grades K-8 who transfer into the district without proof of having met the grade level proficiency standards in reading, mathematics, and writing may be required to take the appropriate standardized tests of these basic skills to facilitate proper placement.

In determining equivalency, the principal and/or designated certificated staff representative may consider one or more of the following:

1. A review of the description of academic content and time requirements of the coursework completed by the student compared to academic content and time requirements at the enrolling school
2. An examination of the student's portfolio of work, papers, completed projects, graded tests or other documents demonstrating the student's level of skill and knowledge
3. An opportunity for the student to demonstrate skill via performance on appropriate course-challenging examinations, comprehensive final examinations and/or other culminating exercises used at the enrolling school
4. Verification by teacher observation, once the student has been placed in a course, that the student has reached a level of preparation consistent with the student's placement in that course

Appeals/Due Process

If a student's parent/guardian disagrees with the school site staff's judgment on grade-level placement, course placement and/or equivalency of academic credit, the parent/guardian may appeal to the Superintendent or designee.

Within 10 working days of notification of placement or credit determination, the parent/guardian may request, in writing, a conference with the Superintendent or designee to review the school site staff's decision.

The Superintendent or designee shall schedule a conference within 10 working days of the parent/guardian's request. This meeting may include the principal or designee, representatives of the school's certificated staff, and the student's parents/guardian. It shall be the parent/guardian's responsibility to present evidence that the facts do not support the school staff's decision on the student's placement and/or transferability of prior credits.

The Superintendent or designee's decision shall be final.

Transfer of Coursework and Credits for Highly Mobile Students

Highly mobile student means a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, student who is migratory, or a student participating in a newcomer program as specified in Education Code 51225.1.

When a highly mobile student transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the highly mobile student and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned

3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full or partial credit for any coursework that the highly mobile student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency, as applicable. (Education Code 51225.2)

If the entire course was completed, the district shall not require the highly mobile student to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the highly mobile student shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the highly mobile student to retake the portion of the course completed if, in consultation with the holder of educational rights for the highly mobile student, the district finds that the highly mobile student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a highly mobile student in any particular course, the highly mobile student shall be enrolled in the same or equivalent course, if applicable, to enable the completion of the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a highly mobile student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Notification and Complaints

Information regarding the educational rights of highly mobile students, as specified in Education Code 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of highly mobile students, as specified in Education Code 51225.2, may be filed in accordance with the district's procedures in Administrative Regulation 1312.3 - Uniform Complaint Procedures.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: ADMINISTRATIVE/ORGANIZATIONAL

AGENDA ITEM: FIRST READ OF NEW BOARD POLICY 6146.3:
RECIPROCITY OF ACADEMIC CREDIT

ATTACHMENTS: BOARD POLICY 6146.3: RECIPROCITY OF
ACADEMIC CREDIT

FUNDING SOURCE: N/A

DISCUSSION: Attached for a first reading is Board Policy 6146.3: Reciprocity of Academic Credit that states the Governing Board intends for all students, including transfers, to graduate on time with their peers. To ensure this, procedures shall be implemented to evaluate previous coursework, attendance, and credits from public or nonpublic schools. While these records are being reviewed, students should be temporarily placed at the grade level reached prior to enrollment in the district, with a final placement determination required within 30 days of enrollment.

**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:



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
First Reading of Board Policy 6146.3: Reciprocity of
Academic Credit.**

PROPOSED ACTION:

APPROVE

Item #: 40

Policy 6146.3: Reciprocity Of Academic Credit**Status:** DRAFT**Original Adopted Date:** Pending

The Governing Board intends that, to the extent possible, all students, including students who transfer into the district, complete the district's academic program timely and graduate with their peers.

To determine whether students transferring into the district have met district course requirements, the Superintendent or designee shall establish procedures to evaluate the comparability of courses and/or students' understanding of course content. Such procedures shall include methods for determining the number of years of school attendance, the specific courses completed by the student, and the value of credits earned.

The district shall accept for credit full or partial coursework satisfactorily completed by students while attending a public school, a juvenile court school, or nonpublic nonsectarian school or agency. (Education Code 48645.5)

Pending evaluation of the transferring student's academic performance, the student shall be placed at the grade level reached prior to enrollment in the district. Within 30 days of enrollment, the principal or designee shall complete the evaluation and determine the student's appropriate grade placement.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **FIRST READ OF NEW BOARD POLICY 6173.2:
EDUCATION OF CHILDREN OF MILITARY
FAMILIES**

ATTACHMENTS: **BOARD POLICY 6173.2: EDUCATION OF
CHILDREN OF MILITARY FAMILIES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a first reading is Board Policy 6146.3: Reciprocity of Academic Credit that states the Governing Board intends for all students, including transfers, to graduate on time with their peers. To ensure this, procedures shall be implemented to evaluate previous coursework, attendance, and credits from public or nonpublic schools. While these records are being reviewed, students should be temporarily placed in the grade level reached prior to enrollment in the district, with a final placement determination required within 30 days of enrollment.

**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:

☒

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
First Reading of Board Policy 6173.2: Education of
Children of Military Families.**

PROPOSED ACTION:

APPROVE

Item #: 41

**Board Policy Manual
Cutler-Orosi Joint Unified District****Policy 6173.2: Education Of Children Of Military Families****Status:** DRAFT**Original Adopted Date:** Pending

The Governing Board recognizes that children of military families face challenges to their academic success caused by the frequent moves or deployments of their parents/guardians in fulfillment of military service. The district shall provide such students with academic resources, services, and opportunities for extracurricular and enrichment activities that are available to all district students.

The Superintendent or designee may waive district policies or rules when necessary to facilitate the enrollment, placement, advancement, eligibility for extracurricular activities, or on-time graduation of children of military families, in accordance with the Interstate Compact on Educational Opportunity for Military Children as ratified in Education Code 49700-49704.

The Superintendent or designee shall provide information and/or training to administrators, other appropriate district staff, and military families regarding the provisions of the Interstate Compact and the educational rights of children of military families.

The Superintendent or designee shall collaborate with parents/guardians, school liaison officers from military installations, and/or other agencies within and outside the state to facilitate the transition of children of military families into and out of the district.

The Superintendent or designee shall annually report to the Board and the public on the educational outcomes of children of military families. Such reports may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade levels, and graduation rates.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **FIRST READ OF NEW ADMINISTRATIVE REGULATION 6173.3: EDUCATION FOR JUVENILE COURT SCHOOL STUDENTS**

ATTACHMENTS: **ADMINISTRATIVE REGULATION 6173.3: EDUCATION FOR JUVENILE COURT SCHOOL STUDENTS**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a first reading is Administrative Regulation 6173.3: Education for Juvenile Court School Students. The regulation has been updated to remove specific material that has been relocated to more specialized policies. Content regarding coursework and credit transfers were moved to Administrative Regulation 6146.3: Reciprocity of Academic Credit, which now features new sections on transfer protocols and complaint procedures for highly mobile students. Provisions for exemptions from district graduation requirements was moved to Board Policy 6146.1: High School Graduation Requirements to better outline these options for all highly mobile student populations.

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:

☒	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 First Reading of Administrative Regulation 6173.3: Education for Juvenile Court School Students**

PROPOSED ACTION: **APPROVE**

Item #: 42

Regulation 6173.3: Education For Juvenile Court School Students**Status:** DRAFT**Original Adopted Date:** Pending

The Superintendent or designee shall collaborate with the County Superintendent of Schools and the county probation department to facilitate the transition of students from a juvenile court school into the regular schools of the district. Such collaboration may include, but not be limited to, the development of data-sharing systems, communication strategies, and other structures that aid in the enrollment, placement, and continuous educational progress of such students.

Enrollment

A former juvenile court school student transferring into a regular district school shall be immediately enrolled in the school. The Superintendent or designee shall not deny enrollment to a student solely on the basis of an arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

Transfer of Coursework and Credits

When a former juvenile court school student transfers into a district school, the student's coursework and credits shall be transferred as specified in Education Code 51225.2 and Board Policy and Administrative Regulation 6146.3 - Reciprocity of Academic Credit.

Applicability of Graduation Requirements

If a student completes district graduation requirements while being detained in a juvenile facility, the district shall issue the student a diploma from the school the student last attended, unless the County Superintendent issues the diploma. (Education Code 48645.5)

A former juvenile court school student who transfers to a district school shall be expected to complete all courses and fulfill graduation requirements as specified in Board Policy 6146.1 - High School Graduation Requirements, unless the student has completed the second year of high school and thereby exempted from such requirements in accordance with Education Code 51225.1.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **FIRST READ OF NEW BOARD POLICY 6173.4:
EDUCATION FOR AMERICAN INDIAN STUDENTS**

ATTACHMENTS: **BOARD POLICY 6173.4: EDUCATION FOR
AMERICAN INDIAN STUDENTS**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a first reading is Board Policy 6173.4: Education for American Indian Students, updated to reference the Native American Studies Model Curriculum, which is a state funded comprehensive, standards-aligned curriculum dedicated to Native American Studies that offers lessons that integrate Native perspectives across academic disciplines for sites receiving Title VI funds.

**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:

☒

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
First Reading of Board Policy 6173.4: Education for
American Indian Students**

PROPOSED ACTION:

APPROVE

Item #: 43

**Board Policy Manual
Cutler-Orosi Joint Unified District**

Policy 6173.4: Education For American Indian Students

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes that American Indian students may have unique cultural, language, and educational needs that may be addressed by increasing student knowledge about American Indian history, including the history and culture of local tribes, and by providing American Indian students with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

The Superintendent or designee shall provide all students with culturally relevant curriculum related to local American Indian tribes and implement strategies necessary for the improvement of the academic achievement of American Indian students.

In order to discuss, gain a shared understanding of, and develop curriculum for use within the district, and to identify the extent and nature of any achievement gaps between American Indian students and other district students, and strategies to address any such gaps, the district may form a California Indian Education Task Force with tribes local to the region. Participants in the task force meetings may consider issues of mutual concern, which include: (Education Code 33391)

1. Developing a thorough, shared understanding of accurate, high-quality curricular materials about the history, culture, and government of local tribes, and developing such materials for use within the district that include tribal experiences and perspectives
2. Developing a shared understanding of proper or improper instructional materials when these materials use depictions of Native Americans
3. Encouraging the adoption of the curriculum developed by the California Indian Education Task Force
4. Identifying the extent and nature of any achievement gap between American Indian students and other students, and strategies necessary to close it

If formed, the California Indian Education Task Force shall, within one year and thereafter annually, submit a report to the California Department of Education on the findings, including progress of work on Items #1-4, above. (Education Code 33391)

The Superintendent or designee shall identify American Indian students most at-risk of not meeting state academic standards and provide to such students the needed support(s), including making referrals, as appropriate, for special education services or services under Section 504 of the federal Rehabilitation Act of 1973, or other school-based services such as counseling and health services, supplemental instruction, before- or after-school services, and summer learning programs.

Suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school of an American Indian student shall be in accordance with law and as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities), and Board Policy/Administrative Regulation 6184 - Continuation Education.

The Superintendent or designee shall provide programs to facilitate the successful transition of American Indian students to post-secondary education and employment, which may include college and career fairs as specified in Board Policy 6164.2 - Guidance/Counseling Services and Board Policy 6178 - Career Technical Education, apprenticeship and preapprenticeship programs, mentorship programs, and counseling services.

As needed, the Superintendent or designee shall provide professional development to teachers and other school staff to assist them in understanding and responding to the unique needs of American Indian students.

At least annually, the Superintendent or designee shall report to the Board on the outcomes of American Indian students including, but not limited to, school attendance, student achievement test results, promotion and retention by grade level, graduation rates, and suspension/expulsion rates.

Title VI Indian Education Program

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders
2. Culturally related activities that support the district's program
3. Early childhood and family programs that emphasize school readiness
4. Enrichment programs that focus on problem solving and cognitive skills development and directly support the attainment of state academic standards
5. Integrated educational services in combination with other programs that meet the needs of American Indian students and their families, including programs that promote parent/guardian involvement in school activities and increase student achievement
6. Career preparation activities that enable American Indian students to participate in career technical education programs, including programs for mentoring and apprenticeship
7. Activities to educate individuals so as to prevent violence, suicide, and substance abuse
8. The acquisition of equipment that is essential to achieve program goals
9. Activities that promote the incorporation of culturally responsive teaching and learning strategies into the district's educational program
10. Family literacy services
11. Activities that recognize and support the unique cultural and educational needs of American Indian students, and incorporate appropriately qualified tribal elders and seniors
12. Dropout prevention strategies for American Indian students
13. Strategies to meet the educational needs of American Indian students in correctional facilities, including such strategies that support American Indian students who are transitioning from such facilities to schools served by the district

Any federal funds received to support American Indian education programs shall be used to supplement, not supplant, state or local funds allocated for such purposes. (20 USC 7424)

Program funds may be used to support a Title I schoolwide program pursuant to 20 USC 6314 if approved by the committee established pursuant to 20 USC 7424, provided that the schoolwide program is consistent with the purpose of American Indian education programs and the district's application identifies how the use of such funds in a schoolwide program will produce benefits to American Indian students that would not be achieved if not used in a schoolwide program. (20 USC 7424)

As needed, professional development shall be provided to teachers and other school staff to assist them in working with American Indian students and carrying out Title VI programs. (20 USC 7424)

The Superintendent or designee shall maintain a record of the information establishing the status of each student as an American Indian student eligible for assistance through the federal American Indian education program. (20 USC 7427)

The Superintendent or designee shall periodically assess the progress of all American Indian students, including American Indian students who do not participate in programs funded through Title VI, in meeting program goals and objectives. Assessment results shall be provided to the Board, the committee established pursuant to 20 USC 7424, tribes whose children are served by the district, and the community. (20 USC 7424)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 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: **Sunsie Tumacder, Assistant Superintendent***

BOARD GOAL:

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

RECOMMENDATION:

The Superintendent recommends the Board approve the Personnel Letter.

PROPOSED ACTION:

APPROVE

Item #: A



TO:

Board of Trustees

FROM:

Sunsie Tumacder, Assistant Superintendent of Administrative Services

RE:

Personnel Recommendations

DATE:

April 9, 2026

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Grant Funded Educational Social Worker, El Monte Middle School, effective April 7, 2026. GRANT FUNDED
2. Teacher for the 2026-2027 school year, pending verification and clearances.
3. Teacher for the 2026-2027 school year, pending verification and clearances.
4. Teacher for the 2026-2027 school year, pending verification and clearances.
5. Teacher for the 2026-2027 school year, pending verification and clearances.

PROMOTIONS/REASSIGNMENTS:

6. from Preschool Teacher to Teacher for the 2026-2027 school year, pending verification and clearances.

RESIGNATIONS/RETIREMENTS:

7. Office Assistant 1 at El Monte Middle School, resigned effective April 7, 2026.
8. Lead Custodian at Cutler Elementary School, retiring effective April 30, 2026.
9. Teacher at Palm Elementary School, retiring effective June 30, 2026
10. Teacher at Cutler Elementary School, resigning effective June 30, 2026.
11. Teacher at Cutler Elementary School, resigning effective June 5, 2026.

LEAVES: (Statutory – For Informational Purposes):

12. Outreach Aide at District Wide, on Maternity Leave beginning March 17, 2026 through 6-8 weeks post-partum.
13. Counselor at Orosi High School, on Baby Bonding Leave beginning April 17, 2026 through May 28, 2026.
14. School Psychologist at Cutler Elementary, on Baby Bonding Leave beginning April 7, 2026 through April 20, 2026.

Board of Trustees

Sandra Williams

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Educational Services

Sunsie Tumacder

Assistant Superintendent

Administrative Services

Cutler-Orosi

Joint Unified

School District

12625 Avenue 416

Orosi, Ca. 93647

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
April 9, 2026

AGENDA SECTION: **CLOSED**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-18 : PUBLIC
EMPLOYEE DISCIPLINE/DIMISSAL/RELEASE
(Government Code Section 54957)**

ATTACHMENTS: **RESOLUTION NO. 2025-2026-18**

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: **Sunsie Tumacder, Assistant
Superintendent of Administrative 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.

☒

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. 2025-2026-18

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 9th day of April, 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Dated: April 9, 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 9th day of April 2026.

Delia Martinez, Board Clerk

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT**EXHIBIT A TO RESOLUTION NO. 2025-2026-18
OF NON-REELECTION OF PROBATIONARY
CERTIFICATED EMPLOYEES**

Probationary Certificated Employee(s) with SEID number of:

6630370499