Cutler-Orosi Joint Unified School District
Regular Meeting of the Board of Trustees
Thursday, September 11, 2025
Open Session: 5:30 p.m. - Closed Session 6:30 p.m.

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

REGULAR BOARD MEETING AGENDA

ROLL CALL AND ESTABLISHMENT OF QUORUM

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

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

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

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

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

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

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

Pledge of Allegiance led by: _____

BOARD GOALS:

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

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

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

PRESENTATIONS AND REPORTS (non-action items)

Superintendent's Report

- **Early Education Programs Report**
- **Facilities Update & Safety Report**

RECESS

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

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

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

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CONSENT ITEMS

Item #	Page #	Description	Goal #
1	14-26	Minutes of the Regular Board Meeting Dated August 14, 2025	3
2	27-31	Minutes of the Special Board Meeting Dated August 27, 2025	3
3	32-41	Accounts Payable Total Payments Report Dated July 29, 2025, through August 27, 2025	1, 2, 3
4	42-43	August Cash Balance Report	1, 2, 3
5	44-48	Budget Revision #2	1, 2, 3
6	49-52	Approve Memorandum of Understanding with Parent Institute for Quality Education	2
7	53-54	Interdistrict Transfer Request List	1, 3
8	55-76	Approval of Memorandum of Understanding from Sequoias Adult Education Consortium (SAEC)	1, 2, 3
9	77-83	Ratify Tulare County Office of Education Agency Agreement No. 260403 for ELA and ELD Professional Learning Services	1, 2, 3
10	84-89	Memorandum of Understanding (MOU) for California Agricultural Teacher Induction Program Between Davis Joint Unified School District and Cutler-Orosi District	3
11	90-92	Approve Service Agreement with Ignite 2 Unite for Breaking Down the Walls Program Services	2, 3
12	93-100	Ratify 2025-2026 Service Agreement with DAB Therapy Services	3
13	101-104	Ratify 2025-2026 Services Agreement with Soliant Health	3
14	105-121	Ratify 2025-2026 Central Valley Community Foundation Grant Funded by the Mitsuoka Endowment Fund	1, 2, 3
15	122-127	Ratify 2025-2026 Central Networked Improvement Communities (CVNIC) Agency Agreement Amendment	1, 2, 3
16	128-139	Approve University of California Compass Statement of Work (SOW) Renewal Agreement	1, 3

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CONSENT ITEMS – continued

17	**140-150**	**Approve 2025-2026 Agreement with Bailey College of Science and Mathematics Center for Coastal Marine Sciences**	**1, 2**
18	**151-156**	**Approve the Memorandum of Understanding with College of the Sequoias for TRIO Upward Bound Math and Science Program**	**1, 2**
19	**157-168**	**Ratify Subaward Agreement for Professional Services with California State University Fresno, Foundation**	**1, 2, 3**
20	**169-184**	**Approve Work Based Learning (WBL) Wildland Firefighter Field Training and Practicum Overnight Stays for Fall 2025 and Spring 2026**	**1, 2**
21	**185-191**	**Ratification of Agency Agreement Between TCOE and COJUSD for the California Center on Teaching Careers**	**3**
22	**192-193**	**Update Board Policy 0440 – District Technology Plan**	**1, 2**
23	**194-196**	**Update Board Policy 6142.91 – Reading/Language Arts Instruction**	**1, 3**
24	**197-204**	**Update board Policy and Administrative Regulation 6145.2 – Athletic Competitions**	**1, 3**

Motion to approve Item #1- 24 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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CURRICULUM/ INSTRUCTION ITEMS

Item #	Page #	Description	Goal #
25	**205**	**September Curriculum and Instruction Report**	**3**

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

_____/_____/_____
Yes No Abstain

26	**206-210**	**Ratify New Course: Caterpillar Program Diesel Mechanic 1**	**1, 2**

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

_____/_____/_____
Yes No Abstain

27	**211-214**	**Ratify New Course: Caterpillar Program Diesel Mechanic II**	**1, 2**

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

_____/_____/_____
Yes No Abstain

28	**215-216**	**Approve Disposal of Obsolete Instructional Materials and Equipment**	**1, 3**

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

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ ORGANIZATIONAL ITEMS

Item #	Page #	Description	Goal #
29	**217-219**	**Vote on 2025 County Committee on School District Organization Election of Committee Members** Motion to approve Item #29 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**3**
30	**220-222**	**Public Hearing to Determine Whether Each Pupil Including English Learners, in Each School in the District Has Sufficient Textbooks or Instructional Material for the 2025-2026 School Year** Hearing Start Time: _____ Hearing End Time: _____	**1, 3**
31	**223-227**	**Resolution No. 2025-2026-03 Determining that Each Pupil Including English Learners in Each School in the District Has Sufficient Textbooks or Instructional Materials for the 2025-2026 School Year** Motion to approve Item #31 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1, 3**
32	**228**	**Approval of Variable Term Waiver for Selena Aguilar Duran** Motion to approve Item #32 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**3**
33	**229-232**	**Approval of Committee of Assignments/Subject Matter Verification for the 2025-2026 School Year** Motion to approve Item #33 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**3**

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ADMINISTRATIVE/ORGANIZATIONAL ITEMS – continued

34 **233** **Approval of Teacher Assignments Under Submit Matter Verification for the 2025-2026 School Year** **3**

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

_____/_____/_____
Yes No Abstain

35 **234** **Unaudited Actuals for Fiscal Year 2024-2025** **3**

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

_____/_____/_____
Yes No Abstain

36 **235-237** **Resolution No. 2025-2026-04: In the Matter of Establishing Estimated Appropriations Limit for the 2025-2026 Fiscal Year and an Actual Appropriations Limit for the 2024-2025 Fiscal Year** **3**

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

_____/_____/_____
Yes No Abstain

37 **238** **Approve Deletion of Administrative Regulation 0440 - District Technology Plan** **3**

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

_____/_____/_____
Yes No Abstain

38 **239-242** **Second Reading: New Exhibit 1312.3-E(1) and 1312.3-E(2): Uniform Complaint Procedurs** **3**

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

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ORGANIZATIONAL ITEMS – continued

39 243-244 First Reading of New Board Policy 0441 Artificial Intelligence 1, 3

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

_____/_____/_____
Yes No Abstain

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

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

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

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CLOSED SESSION

Board Goal

Item A **Personnel (Gov. Code 54957): The Board will meet to consider Public Employee** 3
Page(s) **Appointment/Employment for the position(s) of:**
245-247

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Campus Security Bus Driver at Orosi High School, effective August 11, 2025.
2. Campus Security at Orosi High School, effective August 11, 2025.
3. Grant Funded R&E Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
4. Campus Security Instructional Aide at Golden Valley Elementary School, effective August 11, 2025.
5. Grant Funded R&E Aide at Cutler Elementary School, effective August 25, 2025. GRANT FUNDED
6. Campus Security at Palm Elementary School, effective August 25, 2025.
7. Food Service Worker II at El Monte Middle School, effective September 3, 2025.
8. Approval of fall, winter, and spring athletic coaches, as per attached list.

PROMOTIONS/REASSIGNMENTS:

9. from Outreach Aide to Bachelor Social Worker at Family Education Center, effective August 11, 2025.

RESIGNATIONS/RETIREMENTS:

10. Campus Security at Lovell High School, resigned effective August 4, 2025.
11. Avid Tutor at Orosi High School, resigned effective August 8, 2025.
12. Bilingual Instructional Aide at El Monte Middle School, resigned effective August 15, 2025.
13. Preschool Aide at Palm Elementary School, resigned effective July 3, 2025.
14. Grant Funded R&E Aide at Golden Valley Elementary School, resigned effective August 29, 2025. GRANT FUNDED
15. Custodian Bus Driver at Orosi High School, resigned effective September 1, 2025.
16. Food Service Worker II at El Monte Middle School, resigned effective September 19, 2025.
17. Preschool Teacher at Palm Elementary School, resigned effective August 18, 2025.
18. Grant Funded Educational Social Worker, Districtwide, resigned effective September 5, 2025. GRANT FUNDED

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LEAVES: (Statutory – For Informational Purposes):

19. Preschool Aide at Golden Valley, on Maternity Leave beginning August 11, 2025 through 6-8 weeks post-partum.
20. LVN at Orosi High School, on Maternity Leave beginning August 4, 2025 through 6-8 weeks post-partum.
21. Teacher at El Monte Middle School, on Maternity Leave beginning August 11, 2025 through 6-8 weeks post-partum.
22. Teacher at El Monte Middle School, on Maternity Leave beginning September 20, 2025 through 6-8 weeks post-partum.
23. Teacher at Cutler Elementary, on Maternity Leave beginning July 5, 2025 through 6-8 weeks post-partum.
24. Teacher at Golden Valley Elementary, on Maternity Leave beginning August 11, 2025 through 6-8 weeks post-partum.
25. School Psychologist at Cutler Elementary, on Maternity Leave beginning July 31, 2025 through 6-8 weeks post-partum.
26. Teacher at Cutler Elementary, on Maternity Leave beginning August 30, 2025 through 6-8 weeks post-partum.
27. Teacher at Golden Valley Elementary, on Maternity Leave beginning August 7, 2025 through 6-8 weeks post-partum.
28. Teacher at Orosi High School, on Maternity Leave beginning August 7, 2025 through September 7, 2025.
29. Site Computer Technician at Orosi High School on Baby Bonding Leave beginning August 28, 2025 through September 11, 2025.
30. Teacher at Orosi High School, on Baby Bonding Leave beginning September 8, 2025 through October 31, 2025.

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

_____/_____/_____
Yes No Abstain

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

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

_____/_____/_____
Yes No Abstain

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

District Designated Representatives: Yolanda Valdez
Dr. Brian Zimmerman
Dr. Ken Caves

Employee Organization: COUTA
CSEA Chapter #253

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

Adjournment to Open Session:

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

_____/_____/_____
Yes No Abstain

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REPORTING OF CLOSED SESSION ITEMS

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

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

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

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

The next Regular Meeting of the Board of Trustees will be held on Thursday, October 9, 2025, with the Open Session beginning at 5:30 p.m. and Closed Session at 6:30 p.m. The Board Meeting will take place at the COJUSD Board Room – 12623 Avenue 416, Orosi CA 93647.

ADJOURNMENT: Motion to adjourn the meeting made by: _____
Motion Seconded by: _____
_____/_____/_____
Yes No Abstain

Meeting adjourned at: _____ p.m.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE REGULAR BOARD MEETING DATED AUGUST 14, 2025**

ATTACHMENTS: **MINUTES OF THE REGULAR BOARD MEETING DATED AUGUST 14, 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Regular Meeting of the Board of Trustees was held on August 14, 2025. Attached for review and approval are the minutes from the meeting.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Regular Board Meeting Minutes Dated August 14, 2025.**

PROPOSED ACTION: **APPROVE**

Item #: 1

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

MINUTES OF THE BOARD OF TRUSTEES REGULAR BOARD MEETING

Regular	5:30 p.m.	Thursday August 14, 2025
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

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

ALL TO ORDER

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

Pledge of Allegiance:

Trustee Delia Martinez Lead the Flag Salute.

Superintendent Presentations/ Reports – Non- Action Items

- **Family Education Center/ Adult Education Presentation**

Prior to the superintendent's presentation Superintendent Valdez asked all site administration to introduce their new teachers and staff.

Family Education Center Manager Maritza Gonzalez provided a presentation on the services offered at the Family Education Center. She thanked her staff for their support and for the Back-to-School themed bulletin board decorations. She stated they were very busy offering services to the community, and they continue to work on finding opportunities to bring new services to the families of the community. She presented a recognition award to the following people:

Alejandra Alvarado – Family Ed. Center Employee
Alejandra Rosas – Parent at Family Education Center
Julia Ocampo – Parent at Family Education Center

Following the presentation Adult Education Administrator provided a presentation on the Adult Education programs offered at the Family Education Center. She presented recognition awards to the following people:
Eunice Campos – Program Participant (not present at the meeting)
Oscar Ayala – Program Participant
Frank Velasquez – Adult Education Teacher

Recess

A motion was made by Trustee Marisol Rubalcaba seconded by Trustee Joni Jordan to go into recess at 6:11. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

Recess Closed at 6:19 p.m.

- **Facilities Update and Safety Update**

Superintendent Valdez introduced Facilities Director Raffi Soghomonian. Mr. Soghomonian informed El Monte Middle School and Cutler Elementary School had completed a Williams Inspection. He stated both inspections had gone really well. He stated Cutler was a scheduled visit and El Monte had completed a non-scheduled meeting. He informed he was very happy that both sites had great inspections. He provided an update on the Aquatic Complex Project and informed the ribbon cutting would be held in September. He also stated the district had applied for a grant to build a new CTE building. He stated the plans were for a building that was over 10k square feet. He stated they visited other districts and came up with some great ideas in reviewing what other sites had. Superintendent Valdez informed they had also met with Fabrisio of Valley ROP to get feedback. Superintendent Valdez thanked Raffi and his assistant Adolfo for the work they have put into the grant process. She informed lots of time and work goes into preparing the grants. Mr. Soghomonian stated the grant process was very competitive as lots of districts applied for the funds. Mr. Soghomonian concluded with sharing a list of completed summer projects. Truste Delia Martinez asked if there were still issues as the Sports park with the splash pad and restrooms. Mr. Soghomonian informed the restroom issue had been resolved as new lift system had been installed and the issue with the splash pad not working for a brief time had also been resolved.

Superintendent Valdez provided a warm body count for the first couple of days of school. Trustee Joni Jordan asked if the numbers were expected to drop from last year.

Public Comments:

Board President Williams presented the Consent Items. No comments and/or questions were presented by the public.

Consent Items:

1. Minutes of the Special Board Meeting Dated June 12, 2025
2. Minutes of the Regular Board Meeting Dated June 18, 2025
3. Accounts Payable Total Payments Report Dated May 30, 2025, through July 28, 2025
4. June/July Cash Balance Report
5. Budget Revision #1
6. COJUSD Elementary Schools 2025-2026 Fundraisers
7. El Monte Middle School Fundraisers for 2025-2026
8. Approve 2025-2026 Consolidated Application
9. Accept the Quarterly Williams Uniform Complaint Report for April – June 2025
10. Approve Service Agreement for Adult Education with Valley Regional Occupational Program

Superintendent Valdez informed the June 18th board meeting minutes needed corrections as Trustee Quevedo was listed in the motions made. She stated he was absent from that meeting. She also stated there was a question regarding the ratification of several board items. She informed there was no meeting in July therefore agreements received in the summer to start the school year were presented in the August meeting.

11. Ratify Education Resource Consultants Service Agreement for ASES & ASSETS
12. Ratify Google Code Next 24-25 Agency Agreement
13. Approve Core Data Collaborative LEA Joinder Agreement
14. Ratify UC Merced School Subscriber Agreement
15. Approve UC Merced Research Project Memorandum of Understanding (MOU)
16. Approve Agriculture Career Technical Education Incentive Grant (AIG) Program Year 2025-2026
17. Additions to Contractor Prequalification List
18. Addition of Contractors to the District's Cost Accounting Prequalification List (CUPCCAA)
19. Approval of Purchases Using Purchasing Cooperatives
20. Ratify Service Agreement with ERC for CTEFP Grant Applications
21. Ratify Architectural Services Agreement with Teter for New AG and Natural Resources CTE Building
22. Ratify Architectural Services Agreement with Teter for New Engineering and Architecture and Health Science & Medical Technology CTE Building
23. Interdistrict Transfer Requests List
24. Ratify 6th Grade Scicon Overnight Field Trips
25. Approve Proposition 28: Arts and Music in School Annual Report for 2024-2025
26. Ratify Renewal of Renaissance DNA Software Licenses

27. Approve Memorandum of Understanding (MOU) with California Association for Bilingual Education (CABE)

28. Ratify Acellus School License for Alternative Education Sites

29. Approve Out of State Overnight Trip for American Association of School Librarians (AASL) National Conference for the District Reading Specialists

30. Ratify Educational Resource Services Agreement for Library Media Services for 2025-2026

31. Ratify Fresno County Superintendent of School Cyber High Use License and Service Agreement

32. Ratify Processional Learning Agreement with E.L. Achieve

33. Update Board Policy 0410 – Nondiscrimination in District Programs and Activities

34. Update Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedure

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

36. Update Board Policy 3320 – Claims and Actions Against the District

37. Update Board Policy and Administrative Regulation 3515.5 – Sex Offender Notification

38. Update Board Policy 3540 – Transportation

39. Update Board Policy and Administrative Regulation 3580 – District Records

40. Update Board Policy 4119.21 – Sex Discrimination and Sex Based Harassment

41. Update Board Policy 4151, 4251, 4351 – Employee Compensation

42. Update Board Policy and Administrative Regulation 4151, 4258, 4358 – Employee Security

43. Update Board Policy and Administrative Regulation 5145.7 – Sexual Harassment

44. Update Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures

45. Update Board Policy 5146 – Married/Pregnant Students

46. Update Board Policy and Administrative Regulation 5145.3 – Nondiscrimination/Harassment

A motion was made by Trustee Javier Quevedo seconded by Trustee Marisol Rubalcaba to approve Items #1-46. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

Curriculum/Instruction Items:

47. August Curriculum and Instruction Report

Assistant Superintendent Shevonne Swanson introduced Educational Services Administrator Jayboy Camaquin who provided a presentation on the district ELOP Summer Program. He shared attendance percentages and stated they had great attendance at all sites. He stated students attended many educational trips. He also shared that the summer program for the coming school year would have an aquatic theme as the district pools should be completed and available for use.

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to approve Items #47. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

48. Ratify New Chemistry Curriculum: McGraw Hill Education Inspire Chemistry (2020)

Board President Williams presented Item #48. Assistant Superintendent Swanson informed they had piloted the curriculum in previous year and were now requesting it be adopted for use in the new school year. She stated the curriculum would be aligned with the K-8 curriculum as they used the same curriculum. She stated students would have digital access to the curriculum through their Chrome books however hard copies of books would be available for use in the classroom.

A motion was made by Trustee Joni Jordan seconded by Trustee Delia Martinez to approve the report for Item #48. The motion was approved with a vote of 7 to 0 with the votes as follows:

		Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
49.	Ratify Orosi High School's New Course: STEM Physics and Engineering Motion by Design	Board President Williams presented item #49. College and Career Readiness Director Lisa Castillo informed the class would be replacing the current aviation course. She stated they would not be offering the aviation course as they needed to get the teacher fully certified to teach the course. She stated the course would be part of the Engineering pathway and would be taught by Mr. Ang. A motion was made by Trustee Delia Martinez seconded by Trustee Karen Gonzalez to approve Item #49. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
50.	Ratify Orosi High School's new Course Co-Ed Physical Education 2: Dance Elements and Interpretation	Board President Williams presented Item #50. Mrs. Castillo informed the high school would now be offering a dance class that would offer PE course credits. She stated with the new performing arts center they were hoping to create a performing arts pathway. A motion was made by Trustee Delia Martinez, seconded by Trustee Marisol Rubalcaba to approve Item #50. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
51.	Approve Course for Adult Education	Board President Williams presented Item #51. Alternative Education Administrator Victoria Guzman informed the item was an annual routine item. She stated every year the adult education courses to be offered were presented to the Board for approval. A motion was made by Trustee Joni Jordan, seconded by Trustee Delia Martinez to approve Item #51. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes

Karen Gonzalez - Yes

52. Approve Disposal of Obsolete Instructional Materials and Equipment

Board President Williams presented Item #52. Mrs. Swanson informed during a building modernization project boxes of obsolete books were found with books that were no longer being used. She stated they were requesting approval to dispose of the books.

A motion was made by Trustee Delia Martinez, seconded by Trustee Javier Quevedo to approve Item #52. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

Administrative/Organizational Items:

53. First Reading: New Exhibit 1312.3 E(1) and 1312.3-(E)2: Uniform Complaint Procedures – Non-Action

Board President Williams presented Item #53. Superintendent Valdez informed the Exhibit was begin presented for first reading and would be presented at the next meeting for final adoption. No action was taken on Item #53.

54. Public Notice – Intent to Employ Benjamin Prado Under a Provisional Internship Permit (PIP) for the 2025-2026 School Year

Board President Williams presented Item #54. Assistant Superintendent Brian Zimmerman stated the item was a routine item presented when a teacher was hired under a provision permit while they worked on obtaining their credential.

A motion was made by Trustee Marisol Rubalcaba, seconded by Trustee Javier Quevedo to approve Item #54. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

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

Board President Williams Presented Item #55. Superintendent Valdez informed the position would be vacated as the CSI funds were no longer available. Shest stated that fortunately the employee transferred to another position therefore they did not have to release anyone they simply would not refill the position as there was no longer a funding source for it.

A motion was made by Trustee Karen Gonzalez, seconded by Trustee Marisol Rubalcaba to approve Item #55. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

		Karen Gonzalez – Yes
56.	CEQA Notice of Exemption for OHS CTE Building Project	Board President Williams presented Item #56. MOT Raffi Soghomonian stated they were submitting an exemption notice to avoid any future issues or complaints regarding the building of the new CTE Building. A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to approve Item #56. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
57.	Transportation Agreement with Stone Corral School District	Board President William presented Item #57. Mr. Soghomonian informed Stone Corral School District's transportation contract with Visali Unified was not going to be renewed. He stated they asked to contract with the district as we were the neighboring district. He informed the district would be able to provide the service at a cost to the Stone Corral District and this would not infringe on the current bussing arrangements for the district. He stated Stone Corral Bus was currently not ready for use therefore they would use a COJUSD bus until the Stone Corral bus ready for us. Truste Karen Gonzalez asked about insurance coverage. Mr. Soghomonian informed the additional insurance would be paid by Stone Corral. Mrs. Williams asked if there was a bus driver available for Stone Corral. Mr. Soghomonian stated only one bus was needed and there was an employee available who could make the bus run. Superintendent Valdez stated they would evaluate the arrangements after the first year to confirm there was no issues with our school district. Trustee Joni Jordan asked if this was for K-5 students. Mr. Soghomonian informed Stone Corral was a K-8 school district. A motion was made by Trustee Delia Martinez, seconded by Trustee Karen Gonzalez to approve Item #57. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes Board President William opened up comments on the Closed Session Item. Executive Assistant Micaela Macareno noted there was a typo on the Expulsions listed in Item D of The Closed Session Items. She stated Case #2024-2025-03 was to be an extended case on and expunged.
Public Comments on Closed Session Items:		No additional comments were presented.

Adjourn to Closed Session:

The Board thanked everyone for attending and welcomed everyone back to the new school year. They thanked the Family Education Center for the presentation and thanked Mr. Soghomonian for the work done during the summer to prepare for the new school year. They also thanked Mr. Camaquin for the summer school presentation and for the many opportunities they provide for the students.

A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to adjourn to Closed Session at 7:44 p.m. The Motion was approved with the following vote of 7 to 0 with the votes as follows:

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

Reconvene to Open Session:

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to Reconvene to Open Session at 8:26 p.m. The Motion was approved with the following vote of 7 to 0 with the votes as follows:

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

Reporting of Closed Session Items:

Item A – Personnel Items:

- **Personnel Letter**

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

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Michelle Cortes, Office Assistant II at Orosi High School, effective July 30, 2025.
2. Favian Lopez, Custodian Bus Driver at Orosi High School, effective August 1, 2025.
3. Javier Hernandez, Groundskeeper Bus Driver at Orosi High School (Sports Park), effective August 1, 2025.
4. Jasmin Sandoval Tortoledo, Speech Language Pathologist Assistant at Cutler Elementary School, effective August 6, 2025.
5. Maritza Verduzco, Food Service Worker II at Palm Elementary School, effective August 6, 2025.
6. Jasmine Fernandez-Silva, Grant Funded Preschool Teacher at Palm Elementary School, effective August 6, 2025. GRANT FUNDED
7. Stephanie Sanchez-Carretero, Preschool Aide at Cutler Elementary School, effective August 11, 2025.
8. Denise Camarillo, Grant Funded R&E Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
9. Leslie Montes-Orozco, Grant Funded Instructional Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED

10. Lavann Obaid, Science Teacher at Orosi High School, effective July 31, 2025.
11. Luis Perez, Elementary Music Teacher at Golden Valley Elementary School, effective July 31, 2025.
12. Marlenne Arellano, Science Teacher at Orosi High School, effective July 31, 2025.
13. Angela Cortez, Speech and Language Pathologist for the Preschool Department, effective July 28, 2025.
14. Selena Aguilera Duran, Teacher at Cutler Elementary School, pending verification and clearance.
15. Lorena Maldonado, Grant Funded Instructional Coach at Cutler Elementary School, pending verification and clearance. GRANT FUNDED

PROMOTIONS/REASSIGNMENTS:

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

RESIGNATIONS/RETIREMENTS:

20. Theodoro Quiroz, Campus Security Instructional Aide at Golden Valley Elementary School, resigned effective June 5, 2025.
21. Jasmine Maldonado, Avid Tutor at Orosi High School, resigned effective June 5, 2025.
22. Cristal Solorzano, Behavior Intervention Technician at Orosi High School, resigned effective June 5, 2025
23. Cristina Rangel, Student Parent Advocate at Orosi High School, resigned effective June 13, 2025.
24. Dariana Hernandez-Flores, Food Service Worker II at El Monte Middle School, resigned effective July 24, 2025
25. Sandra Nunez, Outreach Aide at the Family Education Center, resigned effective July 28, 2025.
26. Martha Lozano, Grant Funded Bachelor Social Worker at the Family Education Center, resigned effective July 28, 2025.
27. Galvani Williams, Campus Security at Palm Elementary School, resigned effective August 4, 2025.
28. Jaclyn Oviedo, LVN in the Preschool Department, resigned effective August 15, 2025.
29. Teresa Para, Instructional Aide at Cutler Elementary School, resigned effective July 28, 2025.
30. Katherine Zamora, Grant Funded Instructional Aide at Cutler Elementary School, resigned effective July 3, 2025.

31. Vidala Gallegos, Preschool Facilitator District Wide, resigned effective August 6, 2025.
32. Rosalba Valdez, Teacher at Cutler Elementary School, resigned effective June 6, 2025.
33. Joanne Rodriguez, Teacher at Orosi High School, resigned effective June 6, 2025.
34. Alice Flores, Grant Funded Intern Psychologist, District Wide, resigned effective June 16, 2025.
35. Alexa Almeraz, Grant Funded Intern Psychologist, District Wide, resigned effective June 30, 2025.
36. Erica Mendoza, Grant Funded Counselor, District Wide (Monson-Sultana), resigned effective July 16, 2025.
37. Victoria Villanueva, Grant Funded Intern Counselor. District Wide, resigned effective July 21, 2025.
38. Dieddra Atondo, Teacher at Orosi High School, separation of employment, effective July 25, 2025.
39. Anthony Martinez, Teacher at Orosi High School, resigned effective August 5, 2025.

LEAVES: (Statutory – For Informational Purposes):

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

A motion was made by Trustee Delia Martinez seconded by Trustee Javier Quevedo to approve the Personnel Letter as presented. The motion was approved with a vote of 7 to 0 with the votes as follows:

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

Item B – Discipline/Dismissal/Release

No action was taken on Item B.

Item C: Conference with Labor Negotiators

No action was taken on item C.

Item D: Student Expulsion, Suspension, or Disciplinary Action or Other Action Involving Pupil Records (Ed. Code 35146;

A motion was made by Trustee Delia Martinez seconded by Trustee Javier Quevedo to approve Item D. The motion was approved with a vote of 7 to 0 with the votes as follows:

48912(B); 48918(B): Action took place upon reconvening to Open Session • **Case # 2024-2025-01 – Expunge** • **Case # 2024-2025-02 – Expunge** • **Case # 2024-2025-03 – Extend** • **Case # 2024-2025-04 – Expunge**	Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Comments:	No additional comments were presented.
Adjournment:	A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to adjourn the meeting at 8:31 p.m. The Motion was approved with the following vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes Respectfully Submitted, Yolanda Valdez Superintendent (MM)

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE SPECIAL BOARD MEETING DATED AUGUST 27, 2025**

ATTACHMENTS: **MINUTES OF THE SPECIAL BOARD MEETING DATED AUGUST 27, 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Special Meeting of the Board of Trustees was held on August 27, 2025. Attached for review and approval are the minutes from the meeting.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Special Board Meeting Minutes Dated August 27, 2025.**

PROPOSED ACTION: **APPROVE**

Item #: 2

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

MINUTES OF THE BOARD OF TRUSTEES SPECIAL BOARD MEETING

Special	5:45 p.m.	Thursday August 27, 2025
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees

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

District Office Administration

Yolanda Valdez
Dr. Brian Zimmerman
Raffi Soghomonian

ALL TO ORDER	Board Vice President Marisol Rubalcaba called the meeting to order at 5:46 p.m.
Pledge of Allegiance:	Trustee Joni Jordan lead the Flag Salute.
Public Comments:	
Administrative Organizational Items:	Board Vice President Marisol Rubalcaba presented the Administrative Organizational Items and entertained comments from the public. No comments were presented.
1. Award of Contract for Orosi High School CTE Building	Mrs. Rubalcaba presented Item #1. Facilities Director Raffi Soghomonian Informed the bidding took place on August 21st and only 3 bidders presented bid. Of the three bidders Meehleis Modular Building came in with the lowest bid at $800K under the price of the other bidder. He stated the district requested they select this bid as it came in with in the budget price for the district and was the lowest bidder. He informed the company had also built the Performing Arts Building and therefore was ok with this selection as they've worked with the company before. A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to approve Item #1. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
2. Approve Addendum No. 1 to License Agreement Between Cutler-Orosi Joint Unified School District and the Sequoia Community Center	Board Vice President Rubalcaba presented Item #2. Mr. Soghomonian informed the Sequoia Community Center was looking to amend the current contract to now include the house on the property. Trustee Joni Jordan stated the community center was hoping to create a small gym for those in the community. Superintendent Valdez stated they community center has been able to make repairs and upgrades to the facilities through grants received and also now they would help with the upkeep of the property a bit more instead of having the facilities remain vacant which was a win for both organizations.

	A motion was made by Trustee Mary Helen Espino seconded by Trustee Javier Quevedo to approve Item #2. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
3. Approve Addition to the Contractor Prequalification List	Board Vice President Rubalcaba Presented Item #3. Mr. Soghomonian informed the contractor had submitted all necessary documents to be added to the list. A motion was made by Trustee Karen Gonzalez seconded by Trustee Mary Helen Espino to approve Item #3. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
4. Approve Sale of Surplus Items	Board Vice President Rubalcaba presented Item #4. Mr. Soghomonian informed the items listed were no longer used. He stated the buses and trailers had already been replaced. A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Item #4. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
5. Change Order Approval for the Aquatics Complex Irrigation Work	Board Vice President Rubalcaba presented Item #5. Mr. Soghomonian informed the project was almost complete and there were some additional items that were added to the project that would require the change order. He stated the staging area for the project where the equipment was, and the material needed to be reseeded for grass and landscaped back to its original state. A motion was made by Trustee Karen Gonzalez seconded by Trustee Javier Quevedo to approve Item #5. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes Delia Martinez – Absent

	Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
6. Change Order Approval for Aquatics Complex for Additional Concrete Work	Vice President Rubalcaba presented Item #6. Mr. Soghomonian informed the change order was for changes made to the quote which increased the price of the project. He stated there were also changes like adding more rebar to the cement and more cement to the project all of which would increase the price of the project. He stated they went ahead and moved forward with the changes so there would be no further delays in the completion of the project. A motion was made by Trustee Mary Helen Espino, seconded by Trustee Javier Quevedo to approve Item #6. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
7. Resolution No. 2025-2026-02 Authorizing Execution of Change Order to the Contract with Anaya Construction	Board Vice President Rubalcaba Presented Item #7. Mr. Soghomonian informed the resolution was required after a change order that was more than 10% increase in the original project cost. He stated the resolution authorized the change order and the non-competitive advantage in not going out to bid for the project changes. He stated this was a requirement of the county. A motion was made by Trustee Karen Gonzalez, seconded by Trustee Joni Jordan to approve Item #7. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
8. Approve Chage Order for Aquatic Complex Gate Closures	Board Vice President Rubalcaba Presented Item #8. Mr. Soghomonian informed the state inspection now required the gates to have auto closing mechanisms. He stated there were 15 gates needing the closures. Trustee Karen Gonzalez asked if the district was required to have a pool alarm that would go off if someone entered the pool. Mr. Soghomonian informed there were no sensor alarms in the pool, but they had several security cameras in the property that would instantly send him notice as well as contact the sheriff's department of an unauthorized entry. A motion was made by Trustee Javier Quevedo, seconded by Trustee Karen Gonzalez to approve Item #8. The motion was approved with a vote of 5 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes

	Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Public Comments on Closed Session Items:	No additional comments were presented as not items were presented for closed session.
Reporting of Closed Session Items:	
Item A – Personnel Items:	No action was taken on Item A.
Item B – Discipline/Dismissal/Release	No action was taken on Item B.
Item C: Conference with Labor Negotiators	No action was taken on item C.
Comments:	No additional comments were presented.
Adjournment:	A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to adjourn the meeting at 6:01 p.m. The Motion was approved with the following vote of 7 to 0 with the votes as follows: Sandra Williams – Absent Marisol Rubalcaba – Yes 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
September 11, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**ACCOUNTS PAYABLE TOTAL PAYMENTS REPORT DATED JULY 29, 2025 THROUGH AUGUST 27, 2025**
ATTACHMENTS:	**TOTAL PAYMENTS REPORT & SUMMARY**
FUNDING SOURCE:	**N/A**

DISCUSSION:

Attached is the Accounts Payable Total Payments Report. The report is dated July 29, 2025 through August 27, 2025, and is for expenditures paid during these periods.

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

Item #: 3

Vendor No.	Vendor Name	Ven. Type	1099		Amount
48	WESTERN ASSOCIATION OF SCHOOLS	03	00	Total Payment Amount:	$1,270.00 *
2257	FRONTIER COMMUNICATIONS	00	00	Total Payment Amount:	$491.86 *
4237	OROSI PUBLIC UTILITY DIST. (0)	09	00	Total Payment Amount:	$6,973.69 *
4269	P G & E	03	00	Total Payment Amount:	$111,086.73 *
4325	CLINES BUSINESS EQUIPMENT INC.	03	00	Total Payment Amount:	$700.37 *
4372	PENAS DISPOSAL SERVICE INC.	03	00	Total Payment Amount:	$11,164.31 *
5388	GAS COMPANY, THE	03	00	Total Payment Amount:	$432.61 *
10120	MIDWAY AUTO PARTS (9)	06	06	Total Payment Amount:	$204.68 *
11714	DINUBA LUMBER (6)	03	00	Total Payment Amount:	$4,498.54 *
11851	CUTLER PUBLIC UTILITY	09	00	Total Payment Amount:	$1,627.92 *
12284	CAVES & ASSOCIATES	02	06	Total Payment Amount:	$1,500.00 *
13418	LEES SERVICE	03	00	Total Payment Amount:	$635.31 *
13576	ABE-EL WHOLESALE, INC.	03	00	Total Payment Amount:	$3,932.80 *
14036	EWING IRRIGATION PRODUCTS	03	00	Total Payment Amount:	$4,404.41 *
15790	GOPHER SPORT	03	00	Total Payment Amount:	$365.42 *
16246	EMPLOYMENT DEVELOPMENT DEPT.	00	00	Total Payment Amount:	$1,128.30 *
16918	CLASSIC CHARTER	03	00	Total Payment Amount:	$300.00 *
17821	YETTEM SEWER	00	00	Total Payment Amount:	$133.50 *
18594	BATTERY SYSTEMS	00	00	Total Payment Amount:	$951.14 *
19008	ODP BUSINESS SOLUTIONS,LLC	09	00	Total Payment Amount:	$38,579.65 *
19177	LAKESHORE LEARNING MATERIALS	03	00	Total Payment Amount:	$743.09 *
19420	PRODUCERS	03	00	Total Payment Amount:	$1,276.92 *
19438	SYSCO FOODSERVICES OF	03	00	Total Payment Amount:	$53,871.93 *
19439	CULLIGAN	03	00	Total Payment Amount:	$134.00 *
19714	CAL BENNETS INC ACCT 592	00	00	Total Payment Amount:	$2,883.39 *
19773	JENSEN & PILEGARD	03	00	Total Payment Amount:	$846.49 *
20009	AVID CENTER	09	00	Total Payment Amount:	$10,323.00 *
20287	MEDICAL BILLING TECHNOLOGIES	05	05	Total Payment Amount:	$26,040.28 *
20632	ERNEST PACKAGING SOLUTIONS	03	00	Total Payment Amount:	$6,044.76 *
20861	SISC III	09	00	Total Payment Amount:	$794,811.00 *
20969	QUINN POWER SYSTEMS	03	00	Total Payment Amount:	$180.00 *
21035	CHETS PLUMBING CO	01	06	Total Payment Amount:	$11,028.93 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
21080	FRESNO OXYGEN	03	00	Total Payment Amount:	$32.03 *
21319	COALITION FOR ADEQUATE SCHOOL	03	00	Total Payment Amount:	$921.00 *
21384	LA ESPERANZA RESTAURANT	03	00	Total Payment Amount:	$650.00 *
21391	SMART & FINAL	00	00	Total Payment Amount:	$983.01 *
21412	AERIES	03	00	Total Payment Amount:	$47,685.50 *
21584	BANKS & CO.	03	00	Total Payment Amount:	$2,300.48 *
21588	UNITED RENTALS	03	00	Total Payment Amount:	$6,766.87 *
21638	FRANEYS FLOOR COVERING INC.	03	00	Total Payment Amount:	$33,622.43 *
21650	SCHOOL MATE	03	00	Total Payment Amount:	$709.87 *
21808	DEMCO	03	00	Total Payment Amount:	$400.51 *
21832	LAWRENCE TRACTOR CO.	03	00	Total Payment Amount:	$422.91 *
21891	VERIZON WIRELESS	00	00	Total Payment Amount:	$3,173.65 *
21902	FLINN SCIENTIFIC	03	00	Total Payment Amount:	$339.09 *
21999	IDEA PRINTING & GRAPHICS	03	00	Total Payment Amount:	$7,450.92 *
22069	TULARE COUNTY OFFICE OF ED.ERS	09	00	Total Payment Amount:	$2,868.75 *
22162	GEARY PACIFIC SUPPLY	03	00	Total Payment Amount:	$440.24 *
22404	SWANK MOTION PICTURES	03	00	Total Payment Amount:	$1,005.00 *
22441	CDW-G	03	00	Total Payment Amount:	$67,182.16 *
22640	JORGENSEN COMPANY	03	00	Total Payment Amount:	$1,665.95 *
22793	W & E ELECTRIC	06	00	Total Payment Amount:	$55.92 *
22894	UNITED REFRIGERATION INC.	03	00	Total Payment Amount:	$1,519.00 *
22917	POPES PROPANE SERVICE	03	00	Total Payment Amount:	$757.62 *
22963	TULARE COUNTY OFFICE OF EDUCAT	09	00	Total Payment Amount:	$85,497.88 *
23060	DELL COMPUTER CORP.	00	00	Total Payment Amount:	$68,411.03 *
23132	Y-K LASER LAND LEVELING INC.	03	00	Total Payment Amount:	$1,600.00 *
23175	4IMPRINT	03	00	Total Payment Amount:	$5,713.74 *
23214	BEST TOURS AND TRAVEL	03	00	Total Payment Amount:	$5,425.00 *
23238	TETER	06	06	Total Payment Amount:	$47,047.00 *
23254	RIDDELL	03	00	Total Payment Amount:	$9,663.14 *
23257	FOX INTERPRETING	03	00	Total Payment Amount:	$12,689.95 *
23258	JTS MODULAR, INC.	03	00	Total Payment Amount:	$228,440.50 *
23358	LOZANO SMITH, LLP	06	09	Total Payment Amount:	$1,097.24 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
23685	D H MACHINE INC.	03	00	Total Payment Amount:	$9,441.66 *
23774	EVERYCHILD CALIFORNIA	03	00	Total Payment Amount:	$625.00 *
23986	CALIFORNIA DEPARTMENT OF ED	09	00	Total Payment Amount:	$20,373.29 *
23996	CONTINUOUS ROOF GUTTER	01	06	Total Payment Amount:	$12,258.00 *
24195	AWARDS AND SIGNS UNLIMITED	03	00	Total Payment Amount:	$571.80 *
24341	ZWEIGLE SEPTIC, LLC	03	00	Total Payment Amount:	$2,050.00 *
24380	A & G TELEPHONE SERVICE INC.	03	00	Total Payment Amount:	$5,726.92 *
24436	BUSWEST - FRESNO	03	00	Total Payment Amount:	$842.15 *
24542	ATKINSON, ANDELSON, LOYA, RUDD	03	00	Total Payment Amount:	$1,466.06 *
24559	DUSTYS PUMPING SERVICES	02	06	Total Payment Amount:	$795.00 *
24640	CIF STATE OFFICE	09	00	Total Payment Amount:	$1,263.00 *
24708	WOODLAKE GROWERS SUPPLY CO	03	00	Total Payment Amount:	$1,373.46 *
24756	U. S. BANK	03	00	Total Payment Amount:	$67,761.21 *
24791	SUAREZ, ELLEN	00	00	Total Payment Amount:	$42.07 *
24929	SHERWIN-WILLIAMS CO., THE	03	00	Total Payment Amount:	$20,115.06 *
24988	KIMBALL MIDWEST	03	00	Total Payment Amount:	$1,188.85 *
25059	SOUND CONTRACTING	03	00	Total Payment Amount:	$17,585.68 *
25113	WESTERN BUILDING MATERIALS	03	00	Total Payment Amount:	$482.68 *
25205	AUTO ZONE	00	00	Total Payment Amount:	$776.84 *
25214	TINOS FENCE, INC.	03	00	Total Payment Amount:	$972.75 *
25303	TUMACDER, SUNSI	00	00	Total Payment Amount:	$1,911.84 *
25330	CUMMINS WEST	03	00	Total Payment Amount:	$3,635.59 *
25364	AMERICAN INCORPORATED	03	00	Total Payment Amount:	$111,872.95 *
25381	INFOTRAC	03	00	Total Payment Amount:	$3,175.00 *
25428	CURRICULUM ASSOCIATES	06	06	Total Payment Amount:	$28,026.73 *
25463	MONSON-SULTANA JOINT UNION ELE	09	00	Total Payment Amount:	$5,515.25 *
25541	HAJOCA VISALIA	03	00	Total Payment Amount:	$3,244.12 *
25680	TRONCOZO, MELISSA	00	00	Total Payment Amount:	$278.49 *
25711	W.W. GRAINGER, INC.	03	00	Total Payment Amount:	$1,473.92 *
25741	FRESNO MOBILE RADIO	03	00	Total Payment Amount:	$470.00 *
25750	ASSOCIATION OF CALIFORNIA	09	00	Total Payment Amount:	$4,801.63 *
25757	PROJECT LEAD THE WAY	08	00	Total Payment Amount:	$12,668.34 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
25792	CHILDS AND COMPANY, INC.	03	00	Total Payment Amount:	$1,118.52 *
25793	MARTENS CHEVROLET, INC	03	00	Total Payment Amount:	$713.69 *
25915	RAMSEY SOLUTIONS	03	00	Total Payment Amount:	$1,634.19 *
25950	IMPERIAL DADE	09	06	Total Payment Amount:	$3,611.60 *
25977	JS COMMUNICATIONS, INC.	03	00	Total Payment Amount:	$45.00 *
26004	DEPARTMENT OF SOCIAL SERVICES	09	00	Total Payment Amount:	$484.00 *
26016	O'REILLY AUTO PARTS	03	00	Total Payment Amount:	$137.24 *
26057	BSN SPORTS, INC	03	00	Total Payment Amount:	$1,626.03 *
26060	JERICO FIRE PROTECTION COMPANY	03	06	Total Payment Amount:	$480.00 *
26109	CVIN LLC	03	00	Total Payment Amount:	$15,559.40 *
26130	KOALA TREE SERVICE	01	06	Total Payment Amount:	$3,400.00 *
26162	J & E RESTAURANT SUPPLY INC	03	00	Total Payment Amount:	$301.40 *
26270	A&E INDUSTRIAL CLEANING	03	00	Total Payment Amount:	$236.88 *
26289	DENNY MCCOWAN GENERAL ENGINEER	09	06	Total Payment Amount:	$16,860.00 *
26306	SHIFFLER EQUIPMENT 781437	03	00	Total Payment Amount:	$3,707.65 *
26320	VALLEY SECURITY ALARM	03	00	Total Payment Amount:	$9,319.40 *
26395	MEDALLION SUPPLY	03	00	Total Payment Amount:	$4,541.67 *
26398	HCI SYSTEMS, INC.	03	00	Total Payment Amount:	$2,071.00 *
26415	ESQUEDA, ROSALIND	01	06	Total Payment Amount:	$9,234.75 *
26467	CIF-CENTRAL SECTION	09	00	Total Payment Amount:	$1,405.00 *
26478	VALLEY ROP	09	00	Total Payment Amount:	$10,250.51 *
26634	GLOBAL DATEBOOKS	03	00	Total Payment Amount:	$4,199.28 *
26640	WALMART	00	00	Total Payment Amount:	$862.41 *
26666	G2SOLUTIONS, INC.	03	00	Total Payment Amount:	$99.95 *
26687	DOCTORS OCCUPAIONAL TESTING SO	01	05	Total Payment Amount:	$1,785.00 *
26711	DUMONT PRINTING	03	00	Total Payment Amount:	$1,104.37 *
26713	EMERZIAN WOODWORKING	03	00	Total Payment Amount:	$4,356.64 *
26729	TORRES TINTING	01	06	Total Payment Amount:	$860.00 *
26734	TORRES VALLEY WIDE STEAM CLEAN	01	06	Total Payment Amount:	$2,475.00 *
26765	4N6 FANATICS	01	06	Total Payment Amount:	$200.00 *
26789	CHUY'S AUTO BODY AND COLLISION	03	00	Total Payment Amount:	$325.08 *
26848	GREAT MINDS PBC	03	00	Total Payment Amount:	$33,226.70 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
26893	EDJOIN	00	00	Total Payment Amount:	$1,209.43 *
26912	AMAZON CAPITAL SERVICES	03	00	Total Payment Amount:	$147,663.28 *
26924	DANIEL'S MOBILE	01	06	Total Payment Amount:	$2,606.29 *
26991	KAJEET INC.	03	00	Total Payment Amount:	$10,674.14 *
27008	SUNBELT RENTALS, INC.693182	03	00	Total Payment Amount:	$6,720.11 *
27091	PAPE TRUCKS INC.	03	00	Total Payment Amount:	$267.05 *
27111	CALIFORNIA ASSOC OF LATINO	09	00	Total Payment Amount:	$300.00 *
27129	KUTA SOFTWARE, LLC.	03	00	Total Payment Amount:	$690.00 *
27242	BLUELIGHT ELECTRIC	03	00	Total Payment Amount:	$10,370.00 *
27267	CALIFORNIA DEPARTMENT OF TAX	09	00	Total Payment Amount:	$10,804.00 *
27292	ORBIT LANES	03	00	Total Payment Amount:	$4,040.54 *
27349	ON PREMISE PRODUCTS INC.	03	00	Total Payment Amount:	$48,625.88 *
27362	SIERRA VIEW CONSTRUCTION	01	06	Total Payment Amount:	$6,800.00 *
27375	CLOUDFLARE, INC.	03	00	Total Payment Amount:	$45,021.06 *
27393	INSTITUTE FOR MULTI SENSORY ED	06	06	Total Payment Amount:	$1,141.96 *
27428	CINTAS	03	00	Total Payment Amount:	$3,870.57 *
27456	ZAJONC CORP	03	00	Total Payment Amount:	$23,320.00 *
27457	COLLEGE BOARD	03	00	Total Payment Amount:	$583.20 *
27461	JOHNSTONE SUPPLY	03	00	Total Payment Amount:	$3,301.53 *
27468	SCHOOL CONNECT, LLC.	06	06	Total Payment Amount:	$4,500.00 *
27469	EDPUZZLE	03	00	Total Payment Amount:	$4,854.00 *
27478	SCHOLASTIC, INC.	03	00	Total Payment Amount:	$3,793.81 *
27483	PARENTS AS TEACHERS	03	00	Total Payment Amount:	$220.00 *
27511	SITELOGIQ	03	00	Total Payment Amount:	$533,200.04 *
27517	SIERRA RANGE CONSTRUCTION	03	00	Total Payment Amount:	$173,063.35 *
27532	ALLIED STORAGE CONTAINERS	03	00	Total Payment Amount:	$1,393.21 *
27537	QUIZIZZ INC.	03	00	Total Payment Amount:	$5,093.75 *
27570	SAVVAS LEARNING CO., LLC.	06	06	Total Payment Amount:	$15,510.00 *
27574	HD SUPPLY	03	00	Total Payment Amount:	$9,257.23 *
27593	LEAF	06	01	Total Payment Amount:	$4,455.77 *
27595	WATER SYSTEM SOLUTIONS LLC	03	00	Total Payment Amount:	$415.00 *
27601	HEARTLAND PAYMENT SYSTEMS	03	00	Total Payment Amount:	$1,310.00 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
27602	INTERNATIONAL ACADEMY OF SCIEN	09	00	Total Payment Amount:	$39,900.00 *
27603	FIRST STRING SPORTS	03	00	Total Payment Amount:	$3,791.98 *
27618	MONTEMAYOR, RAMON	00	00	Total Payment Amount:	$69.63 *
27697	ZERO NOX, INC.	03	00	Total Payment Amount:	$1,000.21 *
27709	THERAPY TRAVELERS LLC	03	00	Total Payment Amount:	$5,363.16 *
27726	LEONA WOODS	01	06	Total Payment Amount:	$3,634.00 *
27730	DOLLYWOOD FOUNDATION	03	00	Total Payment Amount:	$619.09 *
27754	VISALIA PAINTING	01	06	Total Payment Amount:	$15,680.00 *
27777	MACKIN EDUCATIONAL RESOURCES	03	00	Total Payment Amount:	$9,061.73 *
27814	TRANSFER EXPRESS, INC.	03	00	Total Payment Amount:	$797.38 *
27899	MINERAL KING PUBLISHING, INC.	03	00	Total Payment Amount:	$2,600.00 *
27902	PREFERRED MOBILE EQUIPMENT	01	06	Total Payment Amount:	$180.00 *
27941	CALIFORNIA COMMERCIAL POOLS,	03	00	Total Payment Amount:	$63,146.50 *
27951	MONTEMAYOR, LINDA	00	00	Total Payment Amount:	$171.92 *
27961	CMC NEPTUNE	00	00	Total Payment Amount:	$1,800.00 *
27973	YARDLEE LAWN EXPRESSIONS	01	06	Total Payment Amount:	$340.00 *
27994	GAME PLAN ATHLETIC TRAINING	01	06	Total Payment Amount:	$12,775.00 *
28003	TODD COMPANIES	03	00	Total Payment Amount:	$99,138.20 *
28011	AVERHEALTH	03	00	Total Payment Amount:	$1,695.00 *
28047	GUADALUPE GARDENS	01	06	Total Payment Amount:	$765.00 *
28069	METEOR EDUCATION, LLC	03	00	Total Payment Amount:	$123,260.29 *
28071	KID SPARK EDUCATION	09	06	Total Payment Amount:	$147.93 *
28090	AAA OVERHEAD DOORS, INC.	03	00	Total Payment Amount:	$7,800.00 *
28102	DIAZ, MONICA	00	00	Total Payment Amount:	$98.69 *
28114	PERRY WEATHER, INC.	03	00	Total Payment Amount:	$3,329.48 *
28129	GLACIERGRID, INC.	03	00	Total Payment Amount:	$5,393.33 *
28147	SANDOVAL, SERGIO	01	06	Total Payment Amount:	$828.00 *
28153	EAST SEQUOIA CONFERENCE	09	00	Total Payment Amount:	$1,800.00 *
28155	CAPTIVE AIRE SYSTEMS INC.	03	00	Total Payment Amount:	$648.04 *
28160	VALENCIA, JOSHUA S.	00	00	Total Payment Amount:	$324.24 *
28161	LEVERED LEARNING, INC.	03	00	Total Payment Amount:	$7,551.00 *
28176	UNITED HEALTH CENTERS OF THE	09	00	Total Payment Amount:	$100,099.56 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
28185	LODI UNIFIED SCHOOL DISTRICT	09	00	**Total Payment Amount:**	**$707.24 ***
28228	STUDER EDUCATION, LLC	03	00	**Total Payment Amount:**	**$19,779.00 ***
28245	AMERICAN SCHOOL COUNSELOR	03	00	**Total Payment Amount:**	**$1,945.00 ***
28263	PRO-SCREEN INC.	03	00	**Total Payment Amount:**	**$10,731.96 ***
28288	ASCENDANCY SOLUTIONS, INC	03	00	**Total Payment Amount:**	**$330.00 ***
28325	AMERICAN CONCRETE SPECIALISTS	03	00	**Total Payment Amount:**	**$13,450.00 ***
28328	MEDI, LLC	06	06	**Total Payment Amount:**	**$167.26 ***
28330	TOOLS FOR SCHOOLS, INC	03	00	**Total Payment Amount:**	**$1,170.00 ***
28331	AMIRA LEARNING, INC.	03	00	**Total Payment Amount:**	**$39,590.00 ***
28333	KIEFER AQUATICS	06	06	**Total Payment Amount:**	**$3,124.76 ***
28334	DODGE DATA & ANALYTICS	03	00	**Total Payment Amount:**	**$341.50 ***
28335	VICTOR V PEREZ	00	00	**Total Payment Amount:**	**$1,229.10 ***
28336	PEREZ-SANDOVAL, MONICA	00	00	**Total Payment Amount:**	**$31.24 ***
28337	SNOSHACK CENTRAL VALALEY	01	06	**Total Payment Amount:**	**$1,850.00 ***
28338	BENKOSKY, HANNAH	00	00	**Total Payment Amount:**	**$70.00 ***
				Total Payment Amount:	**$3,917,522.74 ***

Vendor No.	Vendor Name	Ven. Type	1099	Amount
			Grand Total Payment Amount:	$3,917,522.74 **

TOTAL PAYMENTS SUMMARY REPORT

July 29, 2025 - August 27, 2025

Books, Materials & Supplies *40xxx - 44000*	$	569,983
Food - Food Services *47xxx*	$	59,082
Professional Services, Operations & Repairs *51xxx - 54xxx, 56xxx - 58000*	$	966,518
Utilities & Communications *55xxx & 59xxx*	$	135,160
Capital Outlay (Construction & Equipment) *6xxxx*	$	1,382,667
Health Insurance *9xxxx*	$	804,114
TOTAL	**$**	**3,917,523**

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

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

DISCUSSION:

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

PROPOSED ACTION: **APPROVE**

Item #: 4

County Fund	District Number	Fund		Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
608	8	0100	General Fund	$56,117,748.54	$6,169,025.68	909.67
N/A	8	0800	Student Activity Special Revenue Fund	$0.00		
AAQ	8	1100	Adult Education Fund	$37,434.30	$11,755.72	318.43
AWL	8	1200	Child Development Fund	$1,307,958.06	$175,970.55	743.28
AUB	8	1300	Cafeteria Special Revenue Fund	$3,629,111.65	$183,235.40	1,980.57
AAT	8	1700	Special Reserve Fund for Other than Capital Outlay Pr	$0.65		
AZT	8	2110	Building Fund #1	$8,193,019.05		
AJS	8	2120	Building Fund # 2	$328,575.88		
AJK	8	2510	Developer Fees Fund	$78,346.52		
AAW	8	3500	County School Facilities Fund - New Construction	$36,164.33		
ABF	8	3510	County School Facilities Fund - Modernization	$1,341,044.09		
AAV	8	4000	Special Reserve Fund for Capital Outlay Projects	$0.05		
689	8	5100	Bond Interest & Redemption Fund - #1	$728,402.54		
61C	8	5110	Bond Interest & Redemption Fund - #2	$584,887.42		
61D	8	5120	Bond Interest & Redemption Fund - #3	$0.00		
			Report Total	**$72,382,693.08**		

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**BUDGET REVISION # 2**
ATTACHMENTS:	**BUDGET REVISION # 2**
FUNDING SOURCE:	**N/A**

DISCUSSION:

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

The attached Budget Revision # 2 is for August 2025.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Budget Revision # 2.**

PROPOSED ACTION: **APPROVE**

Item #: 5

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

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**010 General Fund**				
LCFF	62,443,326	62,910,520	-	62,910,520	
Federal Revenues	14,174,103	14,174,103	(4,979)	14,169,124	1
Other State Revenues	14,885,136	14,885,136	149,675	15,034,811	1
Other Local Revenues	3,339,856	3,339,856	5,000	3,344,856	1
Revenues	**94,842,421**	**95,309,615**	**149,696**	**95,459,311**	
Expenditures					
Certificated Salaries	31,727,511	31,890,222	-	31,890,222	
Classified Salaries	15,852,450	15,870,397	-	15,870,397	
Employee Benefits	24,950,184	25,025,994	-	25,025,994	
Books and Supplies	6,149,469	6,650,590	181,924	6,832,514	1
Services, Other Operating	13,751,377	14,757,562	351,618	15,109,180	1
Capital Outlay	10,313,740	10,918,011	158,347	11,076,358	1
Other Outgo	1,469,864	1,469,864	-	1,469,864	
Indirect Costs	(222,305)	(219,175)	3,242	(215,933)	1
Total Expenditures	**103,992,289**	**106,363,465**	**695,131**	**107,058,596**	
Other Financing Sources/Uses					
Transfer Out	-	-	-	-	
Fund:	**110 Adult Education Fund**				
Federal Revenues	105,153	105,153	-	105,153	
Other State Revenue	331,057	331,057	-	331,057	
Other Local Revenue	-	-	-	-	
Revenues	**436,210**	**436,210**	**-**	**436,210**	
Expenditures					
Certificated Salaries	116,585	116,585	-	116,585	
Classified Salaries	55,506	55,506	-	55,506	
Employee Benefits	77,893	77,893	-	77,893	
Books and Supplies	10,444	10,444	-	10,444	
Services, Other Operating	160,640	160,640	-	160,640	
Capital Outlay	-	-	-	-	
Indirect Costs	15,142	15,142	-	15,142	
Total Expenditures	**436,210**	**436,210**	**-**	**436,210**	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**120 Child Development Fund**				
Other State Revenues	2,518,810	2,518,810	13,859	2,532,669	2
Other Local Revenues	-	-	-	-	
Revenues	**2,518,810**	**2,518,810**	**13,859**	**2,532,669**	
Expenditures					
Certificated Salaries	210,000	210,000	-	210,000	
Classified Salaries	1,141,086	1,141,086	-	1,141,086	
Employee Benefits	804,560	804,560	-	804,560	
Books and Supplies	150,733	150,733	13,859	164,592	2
Services, Other Operating	39,628	39,628	-	39,628	
Capital Outlay	70,000	70,000	-	70,000	
Indirect Costs	118,803	118,803	-	118,803	
Total Expenditures	**2,534,810**	**2,534,810**	**13,859**	**2,548,669**	
Fund:	**130 Cafeteria Special Revenue Fund**				
Federal Revenues	4,232,940	4,232,940	-	4,232,940	
Other State Revenues	900,272	900,272	-	900,272	
Other Local Revenues	25,000	25,000	-	25,000	
Revenues	**5,158,212**	**5,158,212**	**-**	**5,158,212**	
Expenditures					
Certificated Salaries	20,518	20,518	-	20,518	
Classified Salaries	1,283,593	1,306,493	-	1,306,493	
Employee Benefits	671,801	680,359	-	680,359	
Books and Supplies	2,785,626	2,785,626	-	2,785,626	
Services, Other Operating	185,150	185,150	-	185,150	
Capital Outlay	300,000	300,000	-	300,000	
Indirect Costs	88,360	88,360	-	88,360	
Total Expenditures	**5,335,048**	**5,366,506**	**-**	**5,366,506**	
Fund:	**211 Building Fund #1**				
Other Financing Sources/Uses	-	8,396,592	-	**8,396,592**	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	8,396,592	-	**8,396,592**	
Other Outgo	-	-	-	-	
Total Expenditures	-	**8,396,592**	-	**8,396,592**	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**212 Building Fund #2**				
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	675,447	62,240	737,687	3
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**675,447**	**62,240**	**737,687**	
Fund:	**251 Developer Fees Fund**				
Other Local Revenues	54,379	54,379	-	54,379	
Revenues	**54,379**	**54,379**	-	54,379	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	54,379	54,379	-	54,379	
Other Outgo	-	-	-	-	
Total Expenditures	**54,379**	**54,379**	**-**	**54,379**	
Fund:	**350 County School Facilities Fund - Palm Kinder**				
Other Local Revenues	-	-	-	-	
Revenues	**-**	**-**	**-**	-	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	-	40,895	40,895	4
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**-**	**40,895**	40,895	
Fund:	**351 County School Facilities Fund - Mondernization**				
Other Local Revenues	-	-	-	-	
Revenues	**-**	**-**	**-**	-	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	883,162	-	883,162	
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**883,162**	**-**	**883,162**	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**511 Bond Interest Fund #2**				
Other Local Revenues	398,807	398,807	196,926	595,733	**5**
Revenues	**398,807**	**398,807**	**196,926**	595,733	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	-	-	-	
Other Outgo	258,807	258,807	196,926	455,733	**5**
Total Expenditures	**258,807**	**258,807**	**196,926**	**455,733**	

General Fund

1) **Federal Revenue** decreased due to Title I allocation. **Other State Revenues** was increased by $149,675 due to the Digital Navigators grant. **Other Local Revenues** increased due to a TCOE grant. **Books & Supplies** and **Services, Other Operating** increased by $181,924 and $351,618 respectively due to the Digital Navigators grant, prior year carryover and to budget for CYBHI. **Capital Outlay** increased by $158,347 to budget carryover. **Indirect Costs** was increased to align with current expenditures.

Child Development Fund

2) **Other State Revenue** increased by $13,859 due to QRIS grant. **Books & Supplies** increased by $13,859 to budget for the new QRIS allocation.

Building Fund #2

3) **Capital Outlay** was increased by $62,240 to budget for prior year carryover.

County School Facilities Fund - Palm Kinder

4) **Capital Outlay** was increased by $40,894 to budget for prior year carryover.

Bond Interest Fund #2

5) Fund 511 is controlled by TCOE. **Other Local Revenue** increased by $196,926 to account for deferred interest revenue. **Other Outgo** increased $196,926 to budget for the increased revenue.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE MEMORANDUM OF UNDERSTANDING WITH PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)**

ATTACHMENTS: **MEMORANDUM OF UNDERSTANDING WITH PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)**

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

DISCUSSION: The following MOU between the Parent Institute for Quality Education and COJUSD outlines the services they will provide for parents in our community as well as the communities of Monson and Sultana.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Memorandum of Understanding with Parent Institute of Quality Education.**

PROPOSED ACTION: **APPROVE**

Item #: 6

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Laura A. Gonzalez, Director, Grants and Program Development

From: Gabriela Rios, Executive Director

Date: August 5, 2025

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Cutler-Orosi Unified School District** agree as follows:

RECITALS

A. **Scope of Services:** PIQE will provide its **Family Math Together** Program (FMT) for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer dialogue session with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to equip families with the knowledge and skills to actively support their students' math education in elementary school and beyond.

Scope of Services: PIQE will provide its **Social Emotional Learning Program (SEL)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to introduce the importance of social emotional learning health and its impact on student's success in school and life.

Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12 Program (FE)** for the parents/guardians of the students enrolled in the above-mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

Scope of Services: PIQE will provide its **Family Leadership Program** to selected families in the community who have completed our Signature Family Engagement. PIQE will recruit parents by phone, provide a series of weekly training sessions, culminating in a graduation ceremony with certificates provided to parents who attend three or more sessions. The program is designed to help families gain the confidence and skills required to be inspirational advocates for their children's education. The purpose of this six-session program is for families to collaborate on a common issue, that if changed, would support student progress in their school and community.

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B. **Time of Class:** Morning _____ Evening _____ **-TBD**

C. **Type of Class:** Virtual (V) _____, Hybrid (H) ____, In-Person (P) _____ **-TBD**

In Person: Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony
Virtual – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.
Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.

D. Session Dates: School Year 2025-2026

Family Math Together: Monson-Sultana | **Fall 2025**

Social Emotional Learning: Orosi High | **Fall 2025**

Family Engagement Program: Cutler Elementary, Golden Valley Elementary, and Palm Elementary | **Winter-Spring 2026**

Family Leadership Program: El Monte Middle | **Winter-Spring 2026**

E. **Compensation:** A flat fee of **$14,500.00 x 5= $72,500.00 + $10,000.00 (Leadership Program) Total: $82, 500.00** for a class of up to 50 parents. Any additional class there will be a $3,000.00 additional fee for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15 parents.

F. **Cancellation:** A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4, in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **TBD**

School funding: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

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Initials: _____

I accept these services at **Cutler-Orosi Unified School District** under the terms and conditions noted.

_____ _____

Laura A. Gonzalez, Director, Grants and Program Development — Date

Parent Institute Representative: _____

Gabriela Rios, Executive Director, PIQE

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **INTERDISTRICT TRANSFER LIST**

ATTACHMENTS: **INTERDISTRICT TRANSFER REQUEST LIST**

FUNDING SOURCE: **N/A**

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

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

BOARD GOAL:

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

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

PROPOSED ACTION: **APPROVE**

Item #: 7

INTER-DISTRICT TRANSFER REQUESTS

September 11, 2025

OUTGOING REQUESTS for 2025-2026			
Student	**District Requested**	**Reason**	**Approved/ Denied**
R.M Merino Garcia	Woodlake	Child Care	Approved

INCOMING REQUESTS for 2025-26			
Student	**District of Residence**	**Reason**	**Approved/ Denied**
D. Hernandez	Monson	Child Care	Approved
A. Manzo Guzman	Dinuba	Child Care	Approved
D. Perez	Dinuba	Parent Employment	Approved
K. Santamaria Lopez	Dinuba	Parent Employment	Approved
N. Rocha	Kings Canyon	Parent Employment	Approved

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) FROM SEQUOIAS ADULT EDUCATION CONSORTIUM (SAEC)**
ATTACHMENTS:	**MOU FROM SEQUOIAS ADULT EDUCATION CONSORTIUM**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for Board approval is the Memorandum of Understanding with Sequoias Adult Education Consortium (SAEC. This MOU stands as evidence that the following districts intend to work together toward the mutual goal of collaborating to meet the goals of the Consortium, to improve the delivery of adult education in the Sequoias Adult Education Consortium Region.

ITEM SUBMITTED AND APPROVED BY:	***Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Educational Services***
BOARD GOAL:	[X] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.** [X] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.** [X] **3. Create efficient and effective systems that are innovative, accountable and proactive.**
RECOMMENDATION:	**The Superintendent recommends the Board approve the MOU with SAEC Consortium.**
PROPOSED ACTION:	**APPROVE**

Item #: 8

AMENDED MEMORANDUM OF UNDERSTANDING 2025-28
SEQUOIAS ADULT EDUCATION CONSORTIUM

This Memorandum of Understanding shall stand as evidence that the following districts intend to work together toward the mutual goal of collaborating to meet the goals of the Sequoias Adult Education Consortium (SAEC), hereafter referred to as the Consortium or SAEC, interchangeably, to improve the delivery of adult education in the Sequoias Adult Education Consortium Region. This agreement is entered into between the following School Districts, hereafter referred to as MEMBERS.

- Alpaugh Unified School District
- College of the Sequoias
- Corcoran Joint Unified School District
- Cutler-Orosi Joint Unified School District
- Exeter Unified School District
- Farmersville Unified School District
- Hanford Joint Union High School District
- Lindsay Unified School District
- Tulare Joint Union School District
- Visalia Unified School District
- Woodlake Unified School District

1. Visalia Unified School District shall serve as the Consortium Fiscal Coordinator of California Adult Education Program (CAEP) funds received by the Consortium and/or its members, hereafter referred to as FISCAL COORDINATOR.

2. Term: The term of this MOU shall become effective as of July 1, 2025 and shall expire June 30, 2028 and shall apply to the 2025-2026 fiscal year allocations (California Adult Education Program Year 11).

3. Cost of Services: The MEMBER shall be directly apportioned the sum declared in the SAEC Fiscal Administration Declaration as approved by the Sequoias Adult Education Consortium Board for the current program year and in accordance with Sections 84900-84920 of the California Education Code. Funds provided under this agreement shall be used in accordance with applicable laws and the provisions herein.

4. Leveraging of Regional Resources: MEMBERS agree to disclose amounts received from other resources that may be used to address the California Adult Education Program and current or applicable Sequoias Adult Education Consortium Three Year Plan program areas and objectives. Furthermore, MEMBERS agree to leverage resources, in addition to any CAEP funds they may receive, to enhance the region's adult education delivery system and to do so in a coordinated effort with the Consortium. Additionally, there are several small districts that at one time offered Adult Education programs, but due to decreases in funding, were eliminated. This left geographic gaps in the offerings of Adult Education. To address this gap in service provision, MEMBER districts without adult schools (BENEFICIARY MEMBER) will contract with MEMBER districts that have adult schools (PROVIDER MEMBER) to provide courses at school sites such as elementary, middle, and high schools for the adults in the BENEFICIARY MEMBER's

community. This strategy leverages existing resources such as the administrative capacity of existing Adult Education programs and trained teachers from existing programs. Also, resources (e.g. classroom space, meeting space, computers, internet access, locally controlled funds, and support staff, other services such as after school programs that could provide childcare) that BENEFICIARY MEMBER districts without adult schools have to offer will be leveraged to support the provision of Adult Education. Furthermore, PROVIDER MEMBERS with adult schools agree to guarantee a portion of their AEBG allocation and related portion of their WIOA Title II: AEFLA grant funds (supplemental funding and to be determined in accordance with WIOA Title II: AEFLA funding award timelines) to service delivery on behalf of the BENEFICIARY MEMBER(S). To date, the following resources have been and will continue to be leveraged and will continue at the levels of effort as described below:

> PROVIDER MEMBER Cutler-Orosi Joint Unified School District will provide adult education services to BENEFICIARY MEMBER Woodlake Unified School District. Cutler-Orosi Joint Unified School District, in good faith, guarantees the use of $64,426 in 2025-2026 of their total CAEP allocation to provide adult education services in Woodlake.
>
> PROVIDER MEMBER Corcoran Joint Unified School District will provide adult education services to BENEFICIARY MEMBER Alpaugh Unified School District. Corcoran Joint Unified School District, in good faith, guarantees the use of $19,215 in 2025-2026 of their total CAEP allocation to provide adult education services in Alpaugh.
>
> PROVIDER MEMBER Visalia Unified School District will provide adult education services to BENEFICIARY MEMBER Exeter Unified School District. Visalia Unified School District, in good faith, guarantees the use of $48,423 in 2025-2026 of their total CAEP allocation to provide adult education services in Exeter.

Any portion of unspent funds held by a PROVIDER MEMBER for the provision of services to a BENEFICIARY MEMBER shall continue to be held until December of the following fiscal year for the benefit of the BENEFICIARY MEMBER. In the event that funds (effort) cannot be fully expended by December of the following fiscal year to the benefit of the BENEFICIARY MEMBER by a PROVIDER MEMBER, and after both MEMBERS have agreed upon a plan of action that will provide relief to the PROVIDER DISTRICT, with the guidance of the Consortium Director, and with full disclosure during a Consortium Board Meeting, the PROVIDER MEMBER may leverage those funds in another manner consistent to the goals of the CAEP, applicable laws, policies, and the SAEC plans.

Carry-Over:
In accordance with Sections 84901 and 84914, Sequoias Adult Education Consortium shall follow state law and policies in its treatment of carry-over from one fiscal year to the next as follows:
(a) As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule that includes both of the following:

> (1) The amount of funds to be distributed to each member of the consortium for that fiscal year.

(2) A narrative justifying how the planned allocations are consistent with the adult education plan.

(b) (1) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan, including having excessive carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each fiscal year thereafter, and reasonable interventions have not resulted in improvements.

(2) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been ineffective in providing services that address the needs identified in the adult education plan, including having excessive carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each fiscal year thereafter, and reasonable interventions have not resulted in improvements.

(c) A distribution schedule shall also include preliminary projections of the amount of funds that would be distributed to each member of the consortium in each of the subsequent two fiscal years. The preliminary projections shall not constitute a binding commitment of funds.

(d) (1) For purposes of this section, a finding made by a consortium shall require a majority vote of its membership.

(2) A consortium that makes a finding by majority vote pursuant to subparagraph (C) of paragraph (1) of subdivision (b) or subparagraph (C) of paragraph (2) of subdivision (b) based on a member having excessive (more than 20%) carryover for at least two consecutive fiscal years may reduce the member's allocation by no more than the amount of the member's carryover.(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan, including having excessive (more than 20%) carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each fiscal year thereafter, and reasonable interventions have not resulted in improvements.

(D) The excessive carry over rule shall not apply to any SAEC member whose allocation is less than one (1) percent (1.0%) of the consortium total allocation.

(e) (1) A consortium with carryover from one or more prior fiscal years exceeding 20 percent shall be required to submit a written expenditure plan, including future corrective actions to reduce the consortium's carryover to below 20 percent, to the chancellor and the Superintendent.

(2) For each fiscal year that a consortium has a carryover of more than 20 percent, the chancellor and the Superintendent shall prescribe and assign technical assistance to that consortium to ensure that adequate adult education services are provided to the region in proportion to the region's available funding.

(3) The chancellor and the Superintendent shall ensure that the consortium funding remains dedicated to that consortium's region.

5. Eligible Member: A MEMBER is a member in good standing, as defined by California Education Code Sections 84900-84920 and the SAEC Governance Document, of the Consortium and agrees to maintain its membership and participation in the Consortium. Failure to maintain its membership in the consortium and demonstrate effectiveness will result in a loss of funding and membership status. In signing this Memorandum of Understanding, the Member understands that member status in the Consortium and funding may be terminated for failure to demonstrate effectiveness as described herein, in Education Code Section 84900-84920, and in the SAEC Governance Document. This MOU shall serve as first notice.

6. General: The Sequoias Adult Education Consortium has been formed, in accordance with Sections 84900-84920 of the California Education Code to develop a regional plan to improve the delivery of adult education and address existing gaps in programs and services. Funds apportioned shall be used only for supporting the following adult education programs designed for adult education students in the following areas:
   A. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
   B. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
   C. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
   D. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
   E. Programs for adults with disabilities.
   F. Programs in career technical education that are short term in nature and have high employment potential.
   G. Programs offering pre apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

7. Mutuality, Shared Leadership, and Collaboration: The Consortium's governance and decision-making processes are based on recognition of and respect for the interrelationships of the districts and their constituent groups. The commitment to this principle is demonstrated in the following ways:

   - Members of the Consortium publicly acknowledge the importance of participatory governance and the rewards to all for collaborative participation.

- Members will vote to select co-chairs annually for the Consortium Board to ensure shared leadership between the Community College system and the K-12 Education system.
- Members agree to participate and provide input throughout the implementation process to ensure shared leadership.

8. Member Role and Participation: This principle supports the use of democratic processes to ensure that the voices of all MEMBERS are included. Any MEMBER of the consortium can bring items and issues to the consortium as a whole. In order for this principle to be fully implemented, all members of the consortium are asked to fulfill the following responsibilities of Consortium membership:

    - Each MEMBER Board of Education will designate a voting representative to the Consortium Board and ensure attendance at and participation at regular Consortium meetings. Each MEMBER district with fewer than 5,000 students will be allowed one vote. Each MEMBER district with more than 5,000 students will be allowed 2 votes. A simple majority of MEMBERS present constitutes a quorum. All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.
    - Only the designated representative officially appointed by Member District Governing Board through action may represent the interests of that Member District. Proxy voting and alternate designees are not permissible. Member District designated representatives must be present to cast a vote in SAEC decisions. Member District designated representatives must act in accordance with the Brown Act and all applicable laws with regards to SAEC business and decisions.
    - MEMBERS will vote on items concerning fiscal and implementation decisions.
    - Each MEMBER will provide data and information relevant to adult education as needed for the implementation, assessment, and revision of a regional plan and annual plans.
    - Each MEMBER will agree to participate as necessary in the implementation process including participation as needed in sub-groups and or committees.
    - MEMBERS agree that in the interest of the Consortium and key stakeholders they will function as a team member with other MEMBERS of the group, follow through on tasks, report meeting outcomes back to key stakeholders within their organizations, work toward common understanding and consensus in an atmosphere of respect, support the implementation of recommendations once group consensus is reached, and welcome change and innovation.

9. Community Partnerships: Partner organizations identified by the Consortium through an application process will be invited to participate in Consortium meetings and activities. They are recognized as valuable stakeholders and partners in the implementation of educational services for Adults. Partnership does not convey monetary, in-kind contribution, legal, or liability obligations between the Sequoias Adult Education Consortium, its Board, its members, or other Partners and nothing in the Partnership Agreement shall be construed to indicate such. Specifically, the Partnership relationship or a Partnership agreement does not express, imply, convey, insure, or otherwise establish an exclusive partnership agreement between SAEC, its members, partners, and/or any organization, entity, or agency. The SAEC Partners agree to indemnify, defend, and hold harmless the Sequoias Adult Education Consortium, its Board, and its members in any action arising against the Partner. The SAEC Board reserves the right to terminate any partnership(s) at any

time without cause. Termination of partnership(s) will be effective immediately upon SAEC Board action. Partners reserve the right to terminate partnership without cause and such termination shall be effective immediately upon delivery of either written or verbal notice by the Partner to the SAEC Board at a regularly scheduled SAEC Board meeting.

10. Committees: The SAEC Executive Director may create committees as needed which may serve in an advisory capacity to the Executive Director. In addition to the Leadership Committee, additional committees based on current program areas and as advisory to the SAEC Executive Director provide input, perspective, and guidance to the Executive Director. The three current committees are the Adults with Disabilities Committee, the Adult Basic Education/Adult Secondary Education ABE/ASE Committee, and the English as a Second Language (ESL) Committee. Additional committees may be added as needed. These committees are comprised of and open to educators, industry experts, partner representatives, and other representatives from all stakeholders with an interest in promoting adult education efforts in the region.

11. Transparency: The Consortium values transparency and strives to maintain an open and honest approach to decision-making, operations and communication. Everyone who will be impacted by a decision is encouraged to be involved in shaping the recommendation. The commitment to this principle is demonstrated by adherence to the Brown Act.

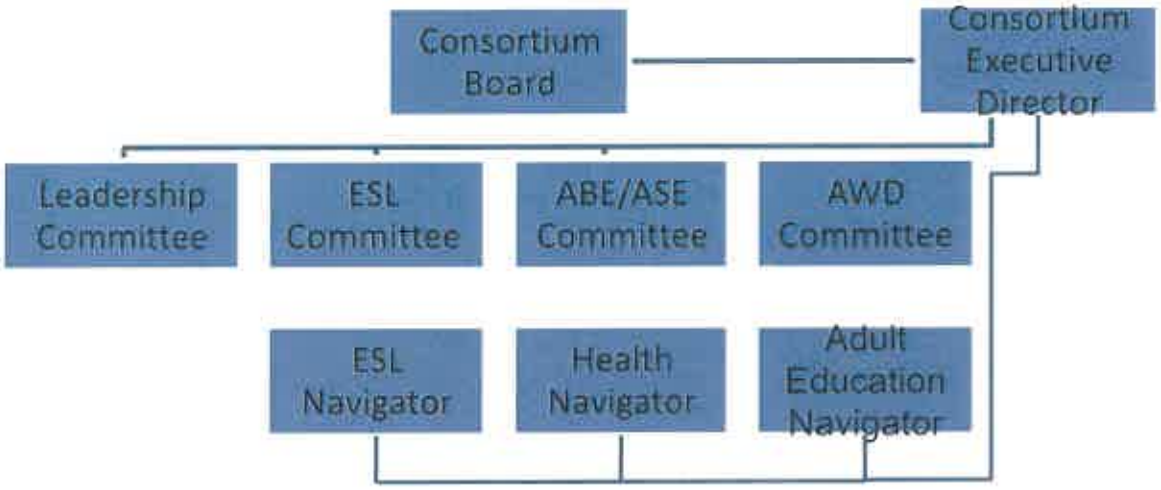
12. Fiscal Administration of Consortium: SAEC utilizes a direct funding model in accordance with Sections 84900-84920 of the California Education Code. Each year the SAEC Board takes public action to approve the Consortium Fiscal Administration Declaration which declares direct funding levels received by MEMBERS on a yearly basis.

    Fiscal Coordinator Role and Responsibilities: The Fiscal Coordinator (FC) will be identified to the State as the fiscal coordinator on behalf of the Sequoias Adult Education Consortium. The Fiscal Coordinator shall be responsible for the submission of the Consortium Fiscal Administration Declaration (CFAD) to the California Community College Chancellor's Office according to an allocation schedule recommended by the Consortium Executive Director and approved by the Consortium Board. The Fiscal Coordinator shall not amend the CFAD approved by the Consortium Board. The Fiscal Coordinator will be responsible for:

    - Acting as the employer of record for all consortium staff which will implement the Regional Integrated Service Delivery System (RISDS).
    - Contracting and coordinating with MEMBER districts to maintain the governance structure and systems of the Consortium through the RISDS strategy.
    - Fiscal reporting to the State as required by the CAEP
    - Compliance with State requirements for administration of theCAEP

    The Fiscal Coordinator shall receive in its allocation and hold separate from its regular adult education program, and from other funds, $746,254 for the implementation of the Regional Integrated Service Delivery System and the maintenance of Consortium staff. The Consortium Executive Director shall determine the annual budget for this amount in accordance with the SAEC Regional Plan, the SAEC Annual Plans and applicable laws.

13. Organizational Structure and Staffing:



Consortium Executive Director: The Consortium Executive Director is employed by the Fiscal Coordinator based upon the recommendation of the Consortium Board. The Executive Director reports to the Consortium Board and has day-to-day responsibilities for the organization, including carrying out the organization's goals and policies. The Executive Director will attend all board meetings, report on the progress of the organization, answer questions of the board members and carry out the duties described in the job description. The board can designate other duties as necessary.

Adult Education Navigators: The Adult Education Navigators are hired by the Fiscal Coordinator and supervised by the Consortium Executive Director. Each Navigator will have specialty knowledge in a Program Area. The Navigators will be well-trained and have a strong understanding of the Adult Education programs at both the SAEC Adult Schools and COS as well as the resources available at Partner organizations. These Navigators would be charged with representing the SAEC at regional locations and would be tasked with managing Program Area collaboration in all seven Program Areas as well as acting as liaisons between all agencies.

14. Allowable Expenses: Funds may only be expended on allowable costs as defined in Sections 84900-84920 of the California Education Code, and in accordance with the Sequoias Adult Education Consortium Regional Plan (Consortium Three Year Plan) and the Sequoias Adult Education Consortium Annual Plan for the 2025-2026 program year. Failure to comply with the provisions of this MOU, applicable laws, and the Consortium Plans may result in the reduction of funding to the MEMBER, loss of funding to the MEMBER, and/or the reallocation of a portion or all of the MEMBER'S funds to other SAEC MEMBERS. A reduction, loss, or reallocation of funding shall affect only the current fiscal year unless a permanent reduction, loss, or reallocation is determined

appropriate by the SAEC Board. All changes to MEMBER allocations and funding levels will be made in accordance with applicable law and the SAEC Governance policies and procedures. Indirect may not exceed 5% or the Member's approved indirect rate, or whichever is the lower of the two.

15. Records and Audit: In accordance with the CAEP policy and CA education code, the SAEC Regional Plan, and the SAEC Annual Plan for the 2025-2026 program year, the MEMBER agrees to provide fiscal records and measures of effectiveness performance data to the FISCAL COORDINATOR on a quarterly basis. Both FISCAL COORDINATOR and MEMBERS shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement.

16. Compliance with Law: All parties shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to employees, parties shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, worker's compensation insurance, and discrimination in employment.

17. Indemnification: FISCAL COORDINATOR and MEMBERS 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 the FISCAL COORDINATOR or MEMBERS or their agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer—employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts of omissions occurring under this Agreement or any extension of this Agreement.

18. Amendments: This agreement may be amended by mutual agreement in writing by the parties.

19. Termination: Either party may terminate the Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

Cutler-Orosi Joint Unified School District

Sequoias Adult Education Consortium Memorandum of Understanding
Signature Page

The Cutler-Orosi Joint Unified School District has voted to approve the Sequoias Adult Education Consortium Memorandum of Understanding: Apportionment Agreement.

_____ _____

Board of Education President Date

_____ _____

Yolanda Valdez, Superintendent Date
Cutler-Orosi Joint Unified School District

CALIFORNIA ADULT EDUCATION PROGRAM

SEQUOIAS ADULT EDUCATION CONSORTIUM

Consortia Report on Governance Compliance of Rules and Procedures 2025/26

Consortium Name:	Sequoias Adult Education Regional Consortium (SAEC)
Fiscal Agent or Fiscal Coordinator:	Visalia Unified School District

Consortium Point Person (or person submitting this document):

Name:	John Werner
Consortium Role:	Consortium Executive Director
E-Mail:	sequoiasadulteddirector@gmail.com

1. Have all community college districts, school districts, or county offices of education, or any joint powers authority consisting of community college districts, school districts, county offices of education, or a combination of these, located within the boundaries of the adult education region been allowed to join the consortium as a member?

In accordance with CAEP policy and education code, all eligible organizations within the boundaries of the region have been allowed to join the Sequoias Adult Education Consortium (SAEC) as members. The Consortium is comprised of the following members: Alpaugh Unified School District, Corcoran Unified School District, Cutler-Orosi Joint Unified School District, Exeter Unified School District, Farmersville Unified School District, Lindsay Unified School District, Hanford Joint Union High School District, Tulare Joint Union High

School District, Visalia Unified School District, Woodlake Unified School District, and Sequoias Community College District.

Furthermore, all agencies participating in the Sequoias Adult Education Consortium as a member, have agreed to the current year SAEC Memorandum of Understanding (MOU) and their governing board has taken action to approve the current year SAEC MOU. The SAEC Consortium Report on Governance and Compliance of Rules and Procedures (this document) and the SAEC MOU serve, together as the governing policy of SAEC. These two documents, together, define the governance rules and procedures of the consortium.

There are several small districts that at one time offered Adult Education programs, but due to decreases in funding, were eliminated. This left geographic gaps in the offerings of Adult Education. To address this gap in service provision, MEMBER districts without adult schools (BENEFICIARY MEMBER) will contract with MEMBER districts that have adult schools (PROVIDER MEMBER) to provide courses at school sites such as elementary, middle, and high schools for the adults in the BENEFICIARY MEMBER's community. This strategy leverages existing resources such as the administrative capacity of existing Adult Education programs and trained teachers from existing programs. Also, resources (e.g. classroom space, meeting space, computers, internet access, locally controlled funds, and support staff, other services such as after school programs that could provide childcare) that BENEFICIARY MEMBER districts without adult schools have to offer will be leveraged to support the provision of Adult Education. Furthermore, PROVIDER MEMBERS with adult schools agree to guarantee a portion of their CAEP allocation and related portion of their WIOA Title II: AEFLA grant funds (supplemental funding and to be determined in accordance with WIOA Title II: AEFLA funding award timelines) to service delivery on behalf of the BENEFICIARY MEMBER(S).

2. Have all members committed to reporting any funds available to that member for the purposes of education and workforce services for adults and the uses of those funds? How will the available funds be reported and evaluated?

In accordance with CA education code, all eligible organizations within the boundaries of the region have been allowed to join the Sequoias Adult Education Consortium (SAEC) as members. The Consortium is comprised of the following members: Alpaugh Unified School District, Corcoran Unified School District, Cutler-Orosi Joint Unified School District, Exeter Unified School District, Farmersville Unified School District, Lindsay Unified School District, Hanford Joint Union High School District, Tulare Joint Union High School District, Visalia Unified School District, Woodlake Unified School District, and Sequoias Community College District. All members have committed to reporting any funds available to that member for the purpose of education and workforce services for adults and the uses of those funds. Members annually declare fund availability and use to the SAEC Board.

3. How will you assure that each member of the consortium is represented only by an official designated by the governing board of the member?

The Consortium shall keep track of the date its members were officially designated by their local Boards of

Education and keep copies of the local board minutes as evidence, which will be archived. If an official designation is a Consent Item that is voted on, a copy of the Board Agenda that shows the designation as a Consent Item, as well as the minutes, will be provided and kept on file by SAEC. Each member must have one official-designated member. The officially designated member representative will represent the interests of the member agency and vote in SAEC Board decisions on behalf of the member agency. SAEC Board meeting attendance and vote participation of the official designee will be recorded and archived by SAEC. Alternate or proxy designees may not be assigned.

4. How will you assure that all members of the consortium shall participate in any decision made by the consortium?

The Consortium recognizes the benefits from full and active participation by all members in the decision-making process and implementation of SAEC Plans. Therefore, a calendar of meetings and each meeting agenda will be sent to members in advance. Agendas will be posted on the Consortium website. Email notification and reminders will be sent to all members. Minutes from meetings will be distributed to members and posted to the Consortium website. Agencies participating in the SAEC have agreed to act in accordance with applicable law, the SAEC Annual Plans, and SAEC Three Year Plan. SAEC Members participate annually in shared, or peer-to-peer monitoring for member effectiveness, adherence to SAEC Plans, and CAEP performance measured outcomes.

5. What will be the relative voting power of each member?

e.g. 1 member = 1 vote

e.g. 1 institution = 1 vote (thus giving districts with multiple institutions multiple votes)

e.g. Other (e.g., votes proportionate to adult students served)

Each member Board of Education will designate a voting representative to the Consortium Board and ensure attendance at and participation at regular Consortium meetings. Each member district with fewer than 5,000 students will be allowed one vote. Each member district with more than 5,000 students will be allowed 2 votes. A simple majority of members present constitutes a quorum. All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

6. How will decisions be approved?

e.g. by majority vote of 51%, or 50% +1 vote, or ⅔ of votes

e.g. by consensus

All Consortium meetings shall be conducted in accordance with-the SAEC Governance policies and all applicable laws. A simple majority of members of the Consortium constitutes a quorum. A simple majority will be needed for the passage of any motion. The vote of each official-designated member shall be recorded as cast. A roll call vote shall be taken in the event of a split vote on any decision. The names of the members

making and seconding each motion shall be recorded in the Consortium minutes.

7. How did you arrive at that decision-making model?

SAEC decisions have been arrived at by those processes described in this governance document. The decision-making model described above was used to choose the model.

8. How will proposed decisions be considered in open, properly noticed public meetings of the consortium at which members of the public may comment?

The Consortium encourages all interested persons to attend monthly meetings and to address the Consortium concerning any item on the agenda or within the Consortium's jurisdiction.

The SAEC Board will act in accordance with the Brown Act of 1953 as contained in section 54950 et seq. of the California Government Code.

The following rules are intended to facilitate a presentation to the Consortium:

A. For matters not listed on the agenda:

I. Any individual who wishes to address the Consortium on any item of interest to the public that is within the subject matter jurisdiction of the Consortium and not listed on the agenda may do so under the item on the agenda entitled "Public Comments."

II. Without taking action, Consortium members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda.

III. In keeping with its right to determine the length of time to be allotted to agenda items, the Consortium has determined that the overall time to be allowed for the agenda item entitled "Public Comments" shall not exceed three (3) minutes per person, and a total time of 20 minutes, unless there are extenuating circumstances, in which case the Consortium may extend the overall time limit.

B. For matters listed on the agenda: a person who wishes to address the Consortium may do so by completing a brief form (including name, address, and agenda item). Upon recognition, the person should state his or her name and may address the Consortium. The order of public comments on the agenda item will be determined by the order received.

C. Individuals shall be allowed up to three (3) minutes to address the Consortium on each agenda item or during the general public comments, unless there are extenuating circumstances, in which case the Consortium may extend the time limit for individual remarks.

9. Describe how will you provide the public with adequate notice of a proposed decision and consider any comments submitted by members of the public?

The Sequoias Adult Education Consortium recognizes the benefits that are derived when input from the public is included as part of a transparent decision-making process, and will act in accordance with the Brown Act of 1953 as contained in section 54950 et seq. of the California Government Code. The Members will include the public in Consortium activities and programs whenever appropriate. The Consortium will provide the public with adequate notice of a proposed decision and consider any comments submitted by members of the public. Monthly meetings will include a designated time for public comment. Agendas will be posted on the Consortium website, and emailed in advance to Consortium members and partners. Consortium members are encouraged to post the agendas at their individual web sites.

10. Describe how comments submitted by members of the public will be distributed publicly.

A summary of comments submitted by members of the public will be recorded in the meeting minutes and distributed publicly on the Consortium website.

11. Describe the process by which the consortium will solicit and consider comments and input regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults. Such entities will include but not necessarily be limited to, local public agencies, departments, and offices, particularly those with responsibility for local public safety and social services; workforce investment boards; libraries; and community-based organizations.

Community partners and other entities are invited and encouraged to participate in all Consortium meetings. SAEC's founding partners include Tulare County Workforce Investment Board, Tulare County Library, Tulare County Department of Health and Human Services, C-SET, Proteus, ABLE Industries, Kings County Department of Health and Human Services, Kings County Workforce Investment Board.

12. How will you determine approval of a distribution schedule pursuant to Section 84913?

Fiscal Decision Making, Voting: The Sequoias Adult Education Consortium will annually approve the distribution schedule pursuant to Section 84913 with a simple majority vote. In accordance with the SAEC Governance policies, a simple majority vote will be needed for the passage of any motion. The vote(s) of each official designated member shall be recorded as cast. A roll call vote shall only be taken in the event of a split vote on any decision. The names of the members making and seconding each motion shall be recorded in the Consortium minutes. The distribution schedule will follow the funding priorities as specified in the SAEC Comprehensive Regional Plan ("3 Year Plan") and applicable law.

Pursuant to CA Education Code 84914, the SAEC Board shall approve annually a distribution schedule that includes the following:

A. The amount of funds to be distributed to each member of the consortium for that fiscal year.
B. A narrative justifying how the planned allocations are consistent with the adult education plan.
C. Previous Year Allocation Basis: For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium equal to or greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:
    1. The member no longer wishes to provide services consistent with the adult education plan.
    2. The member cannot provide services that address the needs identified in the adult education plan.
    3. The member has been consistently ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements
D. COLA: For any year for which the chancellor and the Superintendent allocate an amount of funds, to include an increase of funds, as determined by a Cost-of-Living Adjustment (COLA) as determined in the Governor's Final Budget, to the consortium more than the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium may be increased by a percentage equal to the percentage by which the total amount of funds allocated to the consortium increased. Increases in allocation to the consortium due to COLA shall be allocated to consortium members at the same percentage of increase as the percentage increase to the consortium. For example, a 4% increase in consortium allocation may result in each funded member receiving a 4% increase in member allocation. COLA shall be calculated as an ongoing percentage increase and not a lump sum payment. Member allocation increases caused by COLA shall be ongoing and considered part of a member's base fund allocation subject to CA Education Code 84914. Any member may self elect to forgo receipt of COLA or a portion of their funding.
E. Decreased Consortium Allocation: For any year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:
    1. The member no longer wishes to provide services consistent with the adult education plan.
    2. The member cannot provide services that address the needs identified in the adult education plan.
    3. The member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.
F. Above-base Funding, non-COLA: For any year for which the chancellor and Superintendent

allocate an amount of funds to the consortium greater than the amount allocated in the prior year and the increased amount is not a net result increase of a COLA, then those funds shall be subject to an above-base increase to the consortium's allocation. Above-base allocation shall be allocated to members at the discretion of the SAEC Board and pursuant to the SAEC Above-base Fund Allocation process described below.

1. Above-base funds shall be awarded to members.
2. Above-base funds shall be awarded based a number of criteria:
    i. Above-base fund allocations will be included with a member's annual allocation as described in the Consortium Fiscal Administration Declaration (CFAD).
    ii. Increases to consortium allocation as a result of COLA are not above-base funds and not subject to the above-base fund criteria.
    iii. Any other fund resources beyond CAEP funds received by the consortium, or a member, are not above-base funds and not subject to the above-base fund criteria.
    iv. Above-base funds may be used for ongoing expenditures if the increase to consortium allocation will also be ongoing. If the increase to consortium allocation is a one-time increase in the form of an above-base fund increase, then the member may only receive a one-time above-base allocation increase.
    v. Above-base funds shall be used to implement strategies in one or more CAEP program areas and to address one or more CAEP objectives: identify and fill gaps, provide professional development, transition students, and accelerate student transitions.
    vi. Strategies which utilize above-base funds must demonstrate alignment with the SAEC Three Year Plan, SAEC Annual Plan, and the corresponding member's annual plan.
    vii. Above-base funds will be awarded on the basis that they will be used to implement a specific strategy. If the member fails to implement the strategy effectively, or decides not to implement the strategy, or decides that they can no longer implement the strategy, the increase in that member's allocation as a result of receiving an above-base fund increase will end and the member's annual allocation will return to an amount minus those above-base increases. This will also apply to any COLA increases to those above-base funds over time. Those funds will be subject to redistribution amongst SAEC members for other above-base strategy implementation. Any member who accepts an above-base allocation agrees to this upon acceptance of such an allocation increase.
    viii. Above-base fund allocations will be prioritized by the SAEC Leadership Committee, with input from the SAEC Executive Director, and recommended to the SAEC Board for a final fund allocation decision.
    ix. The SAEC Leadership Committee will use a rubric for ranking above-base funding resource requests. The rubric criteria shall be:

1. the funding request is linked to the SAEC Three Year Plan through its associated actions,
2. the request clearly describes how the strategy will address a community of need and the actions of the strategy will have a positive effect on that community,
3. data supports the rationale for the strategy and resource request,
4. the request demonstrates potential to realize appropriate and attainable CAEP Program outcomes through clear action steps
5. the request application is complete and follows the prescribed process for application

x. Member process for requesting above-base fund increases to their annual allocation:
    1. The member will submit an application for above-base funds. At a minimum, the application must include:
        a. a title of the strategy,
        b. the above-base fund amount requested,
        c. a description of the target population and how the strategy will address their needs,
        d. identification of activities and measurable goals to address community needs & improve student outcomes
        e. as applicable, at least one of the following:
            i. a description of activities to improve integration of services among and including, but not limited to alignment of intake / placement for adults seeking education and workforce services, program mapping, and alignment of curriculum and standards
            ii. a description of activities to improve transitions into postsecondary education and the workforce
            iii. a description of approaches to prototype new strategies and evaluate their effectiveness
        f. a description of how data be used to evaluate progress and measure effectiveness,
        g. a description of other funds (if any) in addition to the requested above-base funds to be leveraged on the strategy,
        h. a completed Logic Model which describes the strategy goal, the problems sought to address, inputs, activities, outputs, immediate (short-term) outcomes, intermediate outcomes, long-term outcomes/impacts and describes assumptions and external factors.
        i. a list of progress indicators (at least 1, no more than 5) in the form of SMART (Specific, Measurable, Attainable, Realistic, and Time-bound) objectives by which the member and consortium will assess progress and impact during the

implementation of the strategy. These objectives should map directly to the Logic Model activities, outputs, and/or outcomes.

xi. Above-base fund allocations are revocable by majority consortium vote.

xii. Above-base fund expenditures must comply with state law and the CAEP program assurances and allowable expenditures.

G. Carry-Over:

In accordance with Sections 84901 and 84914, Sequoias Adult Education Consortium shall follow state law and policies in its treatment of carry-over from one fiscal year to the next as follows:

(a) As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule that includes both of the following:

(1) The amount of funds to be distributed to each member of the consortium for that fiscal year.

(2) A narrative justifying how the planned allocations are consistent with the adult education plan.

(b) (1) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan, including having excessive (more than 20%) carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each fiscal year thereafter, and reasonable interventions have not resulted in improvements.

(D) The excessive carry over rule shall not apply to any SAEC member whose allocation is less than one (1) percent (1.0%) of the consortium total allocation.

(2) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been ineffective in providing services that address the needs identified in the adult education plan, including having excessive carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each

fiscal year thereafter, and reasonable interventions have not resulted in improvements.

(c) A distribution schedule shall also include preliminary projections of the amount of funds that would be distributed to each member of the consortium in each of the subsequent two fiscal years. The preliminary projections shall not constitute a binding commitment of funds.

(d) (1) For purposes of this section, a finding made by a consortium shall require a majority vote of its membership.

(2) A consortium that makes a finding by majority vote pursuant to subparagraph (C) of paragraph (1) of subdivision (b) or subparagraph (C) of paragraph (2) of subdivision (b) based on a member having excessive carryover for at least two consecutive fiscal years may reduce the member's allocation by no more than the amount of the member's carryover.

(e) (1) A consortium with carryover from one or more prior fiscal years exceeding 20 percent shall be required to submit a written expenditure plan, including future corrective actions to reduce the consortium's carryover to below 20 percent, to the chancellor and the Superintendent.

(2) For each fiscal year that a consortium has a carryover of more than 20 percent, the chancellor and the Superintendent shall prescribe and assign technical assistance to that consortium to ensure that adequate adult education services are provided to the region in proportion to the region's available funding.

(3) The chancellor and the Superintendent shall ensure that the consortium funding remains dedicated to that consortium's region.

13. Has the consortium A) designated a member to serve as the fund administrator to receive and distribute funds from the program or B) chosen to have a funds flow directly to the member districts based upon the approved distribution schedule?

The Sequoias Adult Education Consortium has designated the Visalia Unified School District to serve as the fiscal coordinator and the role and responsibilities of the SAEC fiscal coordinator are described in the SAEC Memorandum of Understanding. SAEC follows a direct funding fiscal model.

14. How will members join, leave, or be dismissed from the consortium?

The Consortium will adhere to the membership guidelines as defined by education code, the SAEC Report on Governance Compliance of Rules and Procedures and the SAEC Memorandum of Understanding.

Considerations for dismissal from the Consortium include:

- The member no longer wishes to provide services consistent with the adult education plan;
- The member cannot provide services that address the needs identified in the adult education plan; or
- The member has been ineffective in providing services that address the needs identified in the adult education plan, and reasonable interventions have not resulted in improvement.

In addition to the considerations specified in education code:

• Regular attendance is expected at monthly Consortium meetings. Each designated Member representative is expected to attend every SAEC Board meeting.

General SAEC Board Meeting Attendance:

A member may miss not more than five (5) meetings in a fiscal year. After a third (3rd) absence, the SAEC Executive Director shall notify the Member Designee, the AEBG Program Monitor, and the SAEC Board Co-Chairs shall prepare a written notice detailing the SAEC governance rule regarding attendance, a record of the designee's attendance, and corrective action. At a meeting of the fourth (4th) absence, the written notice shall be read into the official SAEC Board minutes as an information item and delivered via United States Postal Service to the Member Agency's Governing Board and the AEBG Program Monitor with a Domestic Return Receipt. At a meeting of the fifth (5th) absence, the SAEC Board shall take official action to dismiss the Member Agency from the Consortium for Member ineffectiveness and failure to attend. The terms and conditions described above shall pertain to general SAEC Board meeting attendance in a fiscal year regardless of absence sequence or absences in series.

Chronic or Consecutive Absenteeism:

In the event that a Member designee is absent from four (4) or more consecutive SAEC Board meetings, the Member Agency will forfeit their participation and membership in the Consortium by default.

Four (4) or more consecutive absences from SAEC Board meetings demonstrates that the Member Agency is not effective. Member effectiveness shall not be limited solely to SAEC Board meeting attendance. After the second (2nd) consecutive absence, the SAEC Executive Director shall notify the Member Designee, the AEBG Program Monitor, and the SAEC Board Co-Chairs shall prepare a written notice detailing the SAEC governance rule regarding attendance, a record of the designee's attendance, and corrective action. At the meeting of the third (3rd) consecutive absence, the written notice shall be read into the official SAEC Board minutes as an information item and delivered via United States Postal Service to the Member Agency's Governing Board and the AEBG Program Monitor with a Domestic Return Receipt. At the meeting of the fourth (4th) consecutive absence, the SAEC Board shall take official action to dismiss the Member Agency from the Consortium for Member ineffectiveness and failure to attend.

- Dismissal from or admission to the Consortium shall be accomplished with a simple majority vote from the Consortium.
- If the member initiates leaving the Consortium, SAEC will require the member's Governing Board approval.
- If the Consortium initiates dismissal, the Consortium will inform the member's Superintendent and Governing Board and follow due process.
- SAEC Members may be dismissed from SAEC for failure to demonstrate member effectiveness.
- If the Consortium dismisses a Member, the Consortium Executive Direct shall notify the AEBG

Project Monitor immediately.

- A record of intervention steps and dismissal actions shall be kept in the official minutes of Consortium Board Meetings.
- Dismissal from the Consortium is final and shall remain in effect for the remainder of the applicable or current 3 year planning period.

15. Does the consortium have a formal document detailing its working beyond the questionnaire? (Please provide a link)

At this time, the Consortium relies on MOUs that outline basic governance rules and have been voted on by each member's Board of Education.

Consortium Member Signature Block

Name:	
Consortia Member:	
Email:	
Date:	
Signature Box:	

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

AGENDA SECTION:	**CURRICULUM/INSTRUCTION**
AGENDA ITEM:	**RATIFY TULARE COUNTY OFFICE OF EDUCATION AGENCY AGREEMENT NO. 260403**
ATTACHMENTS:	**TCOE AGREEMENT AND WORK PLAN NO. 260403**
FUNDING SOURCE:	**ARTS, MUSIC, AND INSTRUCTIONAL MATERIALS (AMIM)**

DISCUSSION: This agreement will allow Orosi High School and El Monte Middle School to receive support from Tulare County Office of Education (TCOE) with onsite consultation and professional learning workshops. An English Language Arts consultant will implement a comprehensive professional learning plan focused on strengthening cross-curricular literacy, lesson design, and instructional practices across grades 6–12. This work includes targeted lesson labs in ELA and ELD, cross-curricular literacy strategies for social studies, and content-specific collaboration designed to deepen teacher expertise and align instruction with academic standards. The consultant will work closely with teachers on formative assessments, learning progressions, and creating high-impact strategies to bridge knowledge. The total cost of this agreement is $37,700.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board ratify TCOE Agency Agreement No. 260403.**

PROPOSED ACTION: **RATIFY**

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

August 22, 2025

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

Ms. Yolanda Valdez,

Attached is your Agency Agreement for **2025 -2026** from Educational Resource Services.

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

E-mail: karla.doyer@tcoe.org

OR

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

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

Sincerely,

Karla Doyer

Karla Doyer

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

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.)

=== 25-26 CUTLER-OROSI JUSD [ERS ELA/ELD 6-12 PL] ===

DISTRICT and SUPERINTENDENT will develop a work plan outlining the goals and activities. DISTRICT will communicate regularly with SUPERINTENDENT'S consultant(s) to review the progress towards the goals.

DISTRICT will coordinate staff attendance and substitutes, if necessary. DISTRICT will provide facilities, catering (if so desired), and, when possible, a connection for a laptop to share a presentation. DISTRICT must provide at least three (3) business days' notice to cancel or reschedule a scheduled service day, or DISTRICT may be charged for the day.

2.RESPONSIBILITIES OF SUPERINTENDENT:

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

SUPERINTENDENT will provide staff with expertise in California's Standards, content area subject matter, and instructional strategies to conduct professional learning for DISTRICT.

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

FEE SCHEDULE

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

29 days at $1,300.00 = Not to exceed $ 37,700.00

including travel or other expenses.

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

Exhibit (A)	WP 25-26 COJUSD ELA ELD 6-12 JB 5-1-25 signed.pdf	387.16KB
Exhibit (B)		
Exhibit (C)		

AGENCY AGREEMENT 260403

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

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as	**and shall expire on .**
7/1/2025	6/30/2026

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

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

sum of $ 37,700.00

4. **METHOD OF PAYMENT:**

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

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

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

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

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

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

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

SUPERINTENDENT

Signature Tim A. Hire

Date 8/22/2025

DISTRICT

Signature Sign

Date

TCOE Program Information

Contact Person: Olivia Velasquez

Telephone: 559.651.3031

Department/Program: Educational Resource Services (ERS)

Please return an original copy to: Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

WORK PLAN (TULARE COUNTY)

JULY 1, 2025 - JUNE 30, 2026

5.1.25
INITIAL OR REVISION DATE

TULARE COUNTY OFFICE OF EDUCATION
EDUCATIONAL RESOURCE SERVICES

Cutler-Orosi Jt Unified School District
DISTRICT / SCHOOL / AGENCY

Shevonne Swanson
CONTACT

shswanson@cojusd.org
CONTACT EMAIL

559-303-8486
CONTACT MOBILE #

Consultant(s) Jenean Bray
TCOE LEAD(S)

Content Area(s): ELA/ELD
CONTENT AREA

Please email the signed work plan to:
olivia.velasquez @tcoe.org

PROFESSIONAL LEARNING GOAL(S)

1) *Lesson Lab ELA (6-8)*
2) *D-ELD Language Functions, etc (6-8)*
3) *Full days PL: D-ELD Middle School and Developing Literacy Across Content Areas*
4) *Social Studies Cross Curricular Literacy Standards, Skills and Strategies 1 day PL followed by lesson labs 9-12*
5) *English 9-12 Continued work on Improvement Plan Goals, Lesson Labs 9/10 and 11/12.*

#	DATE(S)	CONSULTANT ACTIVITY	DISTRICT RESPONSIBILITY	ON-SITE / VIRTUAL DAY(S)	PREP & FOLLOW-UP DAY(S)	SUBTOTAL DAY(S)
		Orosi High School				
1	8.1.25	Admin Development Cross Curricular Literacy		1.00	0.25	1.25
2	8.26.25	Social Studies Cross Curricular Literacy Full Day PL		1.00	0.50	1.50
2	10.6.25	Social Studies Lesson Lab 2-3 teachers		1.00	0.50	1.50
3	10.8.25	Social Studies Lesson Lab 2-3 teachers		1.00	0.50	1.50
4	10.15.25	Social Studies Lesson Lab 2-3 teachers		1.00	0.50	1.50
5	10.21.25	Day of Learning Presentation - Full District		1.00	0.25	1.25
6	9.02.25 9.08.25 10.01.25 3.9.26 3.10.26	English - (Lesson Lab Grade 9/10 2 days, Lesson Lab Grade 11/12 2 days, Revisit Goals: Book Clubs-Standards, Skills, Assessments)		5.00	1.50	6.50
7						
8		El Monte Middle School				
9	8.7.25	ELD-Designated Full Day PL - Language, etc. 9 teachers		1.00	0.25	1.25
10	9.16.25	Designated ELD Grade 7 with 2 teachers		1.00	0.25	1.25
11	9.17.25	Designated ELD Grade 6 with 5 teachers		1.00	0.25	1.25
12	9.18.25	Designated ELD Grade 8 with 2 teachers		1.00	0.25	1.25
11	11.18.25	Lesson Lab grade 7		1.00	0.50	1.50
12	11.19.25	Lesson Lab grade 6		1.00	0.50	1.50
13	11.20.25	Lesson Lab grade 8		1.00	0.50	1.50
14	1.13.25	Lesson Lab grade 7		1.00	0.50	1.50
15	1.14.25	Lesson Lab grade 6		1.00	0.50	1.50
16	1.15.25	Lesson Lab grade 8		1.00	0.50	1.50

WORK PLAN (TULARE COUNTY)

JULY 1, 2025 - JUNE 30, 2026

5.1.25
INITIAL OR REVISION DATE

TULARE COUNTY OFFICE OF EDUCATION
EDUCATIONAL RESOURCE SERVICES

Cutler-Orosi Jt Unified School District

Consultant(s) Jenean Bray

17					.0	

TOTAL DAY(S)	29.00
TULARE COUNTY RATE	$1,300.00
TOTAL FOR SERVICES	$37,700.00

CANCELLATION NOTICE: District must provide at least three (3) business days' notice to cancel or reschedule a scheduled service day or district may be charged for the day.

OTHER FEES, IF APPLICABLE (Binders, Books, Materials, Mileage, Out of Region Travel)

#	DATE OF SERVICE	ITEM (BINDERS / BOOKS / MATERIALS / OTHER)	EACH	QTY	AMOUNT
1		<<<unhide rows if necessary	$0.00	0	$0.00
				TOTAL OTHER FEES	$0.00

7-24-25

DISTRICT / SCHOOL / AGENCY SIGNATURE — DATE

SERVICES & OTHER FEES GRAND TOTAL **$37,700.00**

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MEMORANDUM OF UNDERSTANDING (MOU) FOR CALIFORNIA AGRICULTURAL TEACHER INDUCTION PROGRAM BETWEEN DAVIS JOINT UNIFIED SCHOOL AND CUTLER-OROSI DISTRICT**

ATTACHMENTS: **MOU**

FUNDING SOURCE: **N/A**

DISCUSSION:
It is requested that the Board approve a Memorandum of Understanding for the California Agricultural Teachers Induction Program between Davis Joint Unified School District and COJUSD for Hannah Benkosky, Kellsi Medeiros, and Jeremy Watts. The MOU is to demonstrate a mutual agreement and to clarify the roles and responsibilities of the program and the District with respect to collaboratively supporting these teachers, who are candidates pursuing to clear their preliminary credential.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the MOU for Hannah Benkosky, Kellsi Medeiros, and Jeremy Watts.**

PROPOSED ACTION: **APPROVE**

Item #: 10

2025-2026 MEMORANDUM OF UNDERSTANDING

for the

California Agricultural Teachers' Induction Program

between

Davis Joint Unified School District

and

Cutler-Orosi Joint Unfied School District (Participating District or LEA)

School District/LEA Name Here

General

This Memorandum of Understanding (MOU) is entered into between the Davis Joint Unified School District (DJUSD) – Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP) – and the participating district or LEA listed above (referred to as "District" in this MOU) to participate in the California Agricultural Teachers' Induction Program.

The effective date of this MOU is **September 1, 2025 – June 30, 2026**. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership. The assumption of continued partnership for the **2025-2026** school year is made unless the District notifies the CATIP in writing on or **prior** to **January 31, 2025. Our Induction Program is designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.**

Responsibilities – General

A) CATIP agrees to:

1) Provide support for direct program administration to conduct the accredited induction program per guidelines set forth by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE);
2) Provide office space, equipment, and meeting space for program activities;
3) Facilitate a process for equitable distribution of services to Teacher Candidates and Mentors in all participating districts and schools;
4) Convene a Teacher Induction Program Advisory Committee, establish regular meetings, and provide data on program requirements and clear credentialing;
5) Establish and maintain accurate program records and reports;
6) Maintain State of California approval and accreditation as an Induction Program and Credentialing Agency;
7) Advise Teacher Candidates about their involvement in the Induction Program and provide formative feedback about candidates' progress toward completion of the program;
8) Recommend for the California Clear Credential and process all credential applications for eligible Teacher Candidates;
9) Arrange for and monitor University of California, Davis Extension continuing education units for Teacher Candidates and 1st and 2nd year Mentors;
10) Provide the California Agricultural Teachers' Induction Program Assessment System materials to Teacher Candidates and Mentors (e.g. individualized learning plans, weekly conversation logs, curriculum, etc.);
11) Provide training in the California Agricultural Teachers' Induction Program coursework, including the Teaching Performance Expectations (TPE), California Standards for the Teaching Profession (CSTP), student academic and CTE content standards, Agriculture and Natural Resources Model Pathway Standards, and Induction Standards to Teacher Candidates and Mentors;
12) Provide relevant and research-based mentoring skills training to Mentors;
13) Provide induction program information to site administrators/district coordinator;
14) Select, monitor, and supervise professional development facilitators in accordance with Induction Program Standards;
15) Provide materials, facilitation, and presentation support for professional development facilitators;
16) Develop and establish contracts with outside vendors for professional services as needed Teacher Candidates/Mentors professional development and support;
17) Provide the Advisory Board, district superintendents and site administrators with information, clarify roles and responsibilities, and provide verification and accountability specific to the teacher credential process;

California Agricultural Teachers' Induction Program (CATIP)
2025-2026 MEMORANDUM OF UNDERSTANDING

18) Communicate with and advise District Human Resources departments, credential analysts, and school personnel regarding Induction, hiring implications, and procedures for compliance;
19) Establish and maintain an accountability system for all participants;
20) Collaborate with the Capital Region Induction Network Team, the Induction Consortium (Bay Area), and state-wide agricultural education stakeholders regarding the Induction Program;
21) Collaborate with Cluster Region One and California Commission on Teacher Credentialing for appropriate support and training and ensure participation at Cluster and Statewide program meetings; and
22) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.

B) The District agrees to:

1) Appoint a liaison who serves as the programmatic contact in the district, who normally oversees all activities within the district related to induction services and assumes the responsibilities of communicating with the California Agricultural Teachers' Induction Program (including notifying CATIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc):

Marla Olson/Pabely Rodriguez	maolson@cojusd.org / parodriguez@cojusd.org
Name of District Coordinator	Coordinator's Email Address
559-528-4763	41815 Rd 128, Orosi, Ca 93647
Phone	Mailing Address

2) Establish a point of contact in District Accounts Payable for invoicing communication:

Debbie Tomouzian	drocca@cojusd.org
Name	Email Address
559-528-4763	12623 Ave 416, Orosi, Ca 93647
Phone	Mailing Address

3) Establish a Purchase Order for invoicing coordination:

	Cutler-Orosi will pay $2,000
PO #	PO Amount ($2,550/Candidate/Year)

(If candidate will be paying for the program themselves indicate that here)

4) Confirm candidate availability for program participation according to criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers' Induction Program.
5) Separate CATIP formative assessment information from district employment evaluations.
6) Provide an update about participation with CATIP to the district's governing board during the tenure of this MOU.
7) Participate in CATIP evaluation.
8) Superintendent or designee coordinator/administrator maintains an informal position on the Teacher Induction Advisory Board for program networking, implementation, compliance, and program evaluation;
9) The Administrative member of the Advisory Board or District coordinator/ administrator may bring concerns or suggestions for change to the Advisory Board for discussion by submitting proposals no later than two weeks prior to the next Advisory Board meeting for inclusion on the agenda;
10) Advisory Board Representative and/or District Coordinator disseminate program information to site and district administrators, clarify roles and responsibilities of all program participants, and communicates program information to participants;
11) Upon hire, advise eligible Teachers about their responsibilities for Induction, enroll eligible candidates, and gather candidate credentialing information as needed by the Induction office. All teacher candidates who are teaching on a preliminary credential should be evaluated for eligibility. CTE Teachers are eligible to complete credential requirements, including

application for preliminary credential with prerequisites met. Teachers who have intern credentials may also be eligible if they have recently completed the intern program and have been granted a preliminary credential;

12) Ensure that Human Resources personnel and credential analysts are appropriately trained in protocols of advice and assistance to Induction Candidates;
13) Provide appropriate credential and advisement information to the CATIP office;
14) Select Mentors according CATIP Standards Qualifications[1];
15) Approve a Mentor to each Teacher Candidate according to CATIP Policies and in a timely way, within 30 days of program enrollment, that allows the pair to begin working together when teaching begins and not less than an average of 1 hour per week;
16) Conduct early site and/or district-based program information orientations that include information designated on the California Agricultural Teachers' Induction Program "Administrator Meeting" form;
17) Ensure that all staff administrators with Mentor(s) and/or Teacher Candidate(s) on staff complete the Program's annual survey regarding the Induction Program;
18) Establish working conditions for Teacher Candidates aligned with CATIP Standards;
19) Ensure that Teacher Candidates have core curriculum materials and appropriate content frameworks;
20) Encourage that all Teacher Candidates have course assignments with English Language Learners sufficient to allow completion of the English Language requirements of the Clear Credential and accordance with CATIP policies and accreditation;
21) Provide Teacher retention data to Induction Program upon request;
22) Provide Mentor release time for observation of the Teacher Candidates as required by the Induction activities (2 observations required each year);
23) Provide Teacher Candidates release time for observation of colleagues, reflection, and professional development activities tied to their Individual Learning Plan (ILP) as required by the Induction activities (2 observations required each year);
24) In the event of need, provide Mentor release time for Mentor training as required by the Induction program (for the Mentor's first and second years);
25) Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities;
26) Process payment for authorized contracted services; and
27) Provide projection estimates of participating Teachers for the 2024-2025 school year to California Agricultural Teachers' Induction Program by **May 15, 2026** for continuing participants and in a timely manner, **June 30, 2026** onward, for new participants.

Responsibilities – Fiscal

A) CATIP, in its association with YSCTC and DJUSD (accrediting agency with certification capacity as LEA), agrees to the overall fiscal responsibility for the funding of the administration of the program, including:

1) Invoice the District through the Accounts Payable contact (named in 'Responsibilities-General B.2') for each credential candidate per billing method selected below:
   - ☐ Billing will occur in October for $2,550 per academic year with a **Net 30-day.**
   - ☐ Billing will occur in October for the amount of $1,275 and January in the amount of $1,275 to total $2,550 per academic year with a **Net 30-day** return on each billing.
   - ☐ Candidate Self-Pay: Billing will occur monthly, beginning October through March with a **Net 30-day** return. 6- installments in the amount of $425, to total $2,550 per academic year.
   - ☑ District and Candidate will split costs in the following manner (to total $2,550):
     - District agrees to be responsible for the following amount: $2,000 per year
     - Candidate Teacher agrees to be responsible for the following amount: $550 per year
2) Assume overall fiscal responsibility for the administration of Induction funds and documentation required by the CDE and CCTC;
3) Develop and maintain a balanced budget that reflects program priorities and implementation of the approved induction plan;
4) Abide by the Teacher Expenditure Guidelines;
5) Provide a stipend payment for each program Facilitator in accordance with CATIP Consortium and Facilitator memorandum of understanding.

California Agricultural Teachers' Induction Program (CATIP)
2025-2026 MEMORANDUM OF UNDERSTANDING

B) The District agrees to:
1) Approve the designation of a Mentor[1], by CATIP, to each credential candidate (novice teacher) within the first 30 days of the participant's enrollment in the program;
2) Coordinate any potential compensation of the identified Mentor [1] at the District's rates and policies. Any remuneration to the mentor will be outside of CATIP's purview, and above the annual program cost named herein;
   i) Compensation to the mentor is suggested to be $2,000/candidate/year, but is at the absolute discretion of the District's policies, hiring practices, and collective bargaining obligations.
3) Compensate the identified Mentor for each Teacher Candidate according to rates, policies and procedures at the District-level.
4) The California Agricultural Teachers' Induction Program must be informed of any changes to this language at least two weeks prior to the start of the Mentor's obligation to their candidate(s);
5) Payment for services from the California Agricultural Teachers' Induction Program to be **$2,550** per Teacher Candidate per year, non-refundable, no proration;
6) Process Mentor and other payments in a timely way based upon approved MOUs and other budget documents; and
7) Provide Mentors and Teacher Candidates release time for training and observation in accordance with CTC regulations and program (CATIP) guidance.

Program Participation

Insofar as permitted by law, Davis Joint Unified School District (LEA for YSCTC and CATIP) shall assume the defense and hold harmless District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the District shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the District, its officers, agents or employees, arising out of their performance under the terms of this agreement.

Compliance with Applicable Laws

This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

Other Conditions

Any and all products developed by California Agricultural Teachers' Induction Program are the exclusive property of the California Agricultural Teachers' Induction Program. Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the California Agricultural Teachers' Induction Program.

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[1] The District approves Mentors who:
- Possess a valid Professional Clear Teaching Credential and a minimum of 5 years of verified effective teaching experience in the context and content area of the candidate's teaching assignment (i.e. similar teaching assignment, grade level, type of school, etc.);
- Have been identified by CATIP, attend professional development organized by CATIP, and are agricultural educators in good standing with CATIP;
- Have a demonstrated commitment to professional learning and collaboration;
- Have the time, ability, willingness, and flexibility to meet candidates' needs for support; and
- Will act as an ambassador of the California Agricultural Teachers' Induction Program.

Docusign Envelope ID: 7A4D2AFF-214B-4BEE-9085-2EFB6885560C

California Agricultural Teachers' Induction Program (CATIP)
2025-2026 MEMORANDUM OF UNDERSTANDING

Signing Process:

1. The School District gains approval and completes appropriate signatures through district processes and policies;
2. The School District Returns signed MOU to CATIP office via email (Jessica Cardoso - jcardoso@yscenter) OR regular postal service (DJUSD, c/o Jessica Cardoso YSCTC, 526 B Street, Davis, CA 95616); OR uploaded to this Google Folder
   a. This shall be completed by September 1st for candidates enrolling in the program by September 1st, and by February 1st for those candidates enrolling mid-year.
3. CATIP will place MOU on DJUSD Board of Education Agenda for consent and signature;
4. CATIP will return a fully executed copy of this document to the School District for its records.

The parties signed below, as the signatory representatives for their associated organizations, affirm their commitment to the stipulations outlined in pages 1 through 4 above.

Signed by: Brian Zimmerman	
Signature	Signature
Brian Zimmerman	Tim Rahill
Printed Name	Printed Name
Assistant Superintendent	**Associate Superintendent of Business Services**
Title	Title
brianzimmerman@cojusd.org	
Email	Date
Cutler-Orosi Joint Unified School District	**Davis Joint Unified School District**
Organization	Organization

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE SERVICE AGREEMENT WITH IGNITE 2 UNITE FOR BREAKING DOWN THE WALLS**
ATTACHMENTS:	**IGNITE 2 UNITE SERVICE AGREEMENT AND INVOICE**
FUNDING SOURCE:	**ARTS, MUSIC AND INSTRUCTIONAL MATERIALS (AMIM)**

DISCUSSION: Attached for Board approval is a service agreement with Ignite 2 Unite for Breaking Down the Walls; a student engagement program designed to strengthen school culture and support social-emotional learning (SEL). The program creates opportunities for students and staff to build meaningful connections, develop empathy, and foster understanding by sharing personal experiences and listening to the perspectives of their peers. Orosi High School students will participate in activities to develop a sense of belonging, safety, and readiness to learn. The total estimated cost is $17,500.

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

BOARD GOAL:

- [ ] **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 services agreement with Ignite 2 Unite for Breaking Down the Walls.**

PROPOSED ACTION: **APPROVE**

Item #: 11

AGREEMENT FOR THE SERVICES OF IGNITE 2 UNITE, LLC

SPONSOR: Orosi High School
CONTACT: Oscar Villasenor
WORK PHONE: 559-238-5329
EMAIL: oscarvillasenor@cojusd.org
CELL PHONE:

ADDRESS: 41815 Road 128
CITY, STATE, ZIP: Orosi, CA 93647
ALT CONTACT: Annaly Alvarado
ALT EMAIL: annalvarado@cojusd.org
ALT CELL PHONE: 559-528-4731

PRESENTATION INFORMATION

SPEAKER:	Freddie Silveria and Chetan Munsell
DATE(S):	**Monday, September 22 - Friday, September 26, 2025**
PROGRAM NAME:	**4A and Breaking Down the Walls (BDW) Programs**
PROGRAM LENGTH:	4A Workshop: 6-hour workshop Breaking Down the Walls: 3-hour training / 6-hour workshop
ARRIVAL TIME:	TBD
AUDIENCE:	4A Workshop - 100 student leaders comprised of approximately 25 leaders from each of the following groups: arts, athletics, activities, and academics. Breaking Down the Walls - 60-75 Student Leaders for Training / 175 Participants and 25 Student Leaders per Workshop Day
DETAILS:	Freddie Silveria will facilitate a 3-hour student leader training in the PM on 9/22 and facilitate three days of BDW's workshops on 9/23-25. BDW includes a pre-recorded student kick off video and a staff informational video to be sent two weeks prior to the event. Chetan Munsell will facilitate a 6-hour 4A workshop on 9/26.

FINANCIAL AGREEMENT

*Program fee is **$17,500.00.** A deposit of $8,000.00 is due at time of booking and remaining balance of $9,500.00 due on day of presentation. Checks payable to Ignite2Unite. An Invoice is included with this contract. All fees in US funds only. Ignite2Unite Federal ID 87-1422622.

*A deposit and a Purchase Order for balance are requested to hold this date. If final payment cannot be made on the day of the presentation, program fee will be $19,250.00.

*Program fee is all-inclusive, including all fees and expenses.

*In the event of cancellation, four weeks' notice will be needed. If this is not possible, there will be a 50% cancellation fee of speaker's honorarium. If, through events beyond the control of the speaker, the speaker is unable to appear, Ignite2Unite will arrange to send a suitable and qualified replacement, reschedule the engagement, or refund the deposit.

*Please provide a wireless microphone and a quality sound system. Presenter will also need a table.

THE ABOVE INFORMATION IS AGREED AND ACCEPTED BY:

Kjedamski

Kristin Jedamski, Ignite 2 Unite **Date**

Oscar Villasenor, Orosi High School **Date**

Ignite 2 Unite, LLC
4720 S. 174th East Ave
Tulsa, OK 74134
4793665517
kristin@ignite2unite.com

Invoice

BILL TO	SHIP TO
Cutler-Orosi High School Orosi High School Accounts Payable 12623 Avenue 416 Orosi, CA 93647	Orosi High School Attn: Oscar Villasenor 41815 Road 128 Orosi, CA 93647

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1350	08/11/2025	$17,500.00	09/08/2025	Deposit Due / Balance Prior to Event	

SHIP DATE
09/22/2025

SHIP VIA
In Person

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Pre-Recorded Videos and In-Person Training	Breaking Down the Walls Program - Monday, September 22 - Thursday, September 25, 2025 The program includes a pre-recorded student kick-off video and a staff informational video to both be shown prior to event and a 3-hour student leaders training facilitated by Freddie Silveria on 9/22.	1	2,200.00	2,200.00
Breaking Down the Walls - High School	All inclusive fee for three full days of Breaking Down the Walls Workshops facilitated by Freddie on 9/23-25.	3	3,700.00	11,100.00
4A	4A Workshop: Friday, September 26, 2025 Chetan Munsell will facilitate a 6-hour 4A workshop on 9/26 with 100 student leaders comprised of approximately 25 leaders from each of the following groups: arts, athletics, activities, and academics.	1	4,200.00	4,200.00

A 3.75% processing fee will be added to credit card payments.
All fees in US funds only.

BALANCE DUE **$17,500.00**

A deposit of $8,000 due by September 8, 2025, and a Purchase Order for remaining balance is requested to hold this date.

Thank you.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY 2025-2026 SERVICE AGREEMENT WITH DAB THERAPY SERVICES**

ATTACHMENTS: **2025-2026 SERVICE AGREEMENT WITH DAB THERAPY SERVICES**

FUNDING SOURCE: **SPECIAL EDUCATION STATE FUNDS**

DISCUSSION: Attached for Board ratification is a service agreement with DAB Therapy Services to provide licensed Occupational Therapists for consultation and direct services to students with Individualized Education Programs (IEPs) who require, or are being assessed for, occupational therapy. The compensation rate for DAB Therapy Services is $90 per hour, with an expected 10 hours per month.

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 Service Agreement for DAB Therapy Services.**

PROPOSED ACTION: **RATIFY**

Item #: 12

DAB Therapy Services

AND

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR OCCUPATIONAL THERAPY SERVICES

This Agreement for OCCUPATIONAL THERAPY SERVICES is made and entered into by and between DAB Therapy Services and Cutler-Orosi Joint Unified School District ("District"). District and DAB Therapy Services may each be referred to in this Agreement as a "Party", and both as the "Parties".

RECITALS

WHEREAS DAB Therapy Services is in the business of providing personnel, including professionals and assistants (collectively referred to herein as "Occupational Therapist") to (Occupational Therapy Services"), and

WHEREAS District is in need of Occupational Therapy Services; and

WHEREAS District desires to engage DAB therapy Services to provide Occupational Therapy Services under the terms and conditions contained herein.

NOW, THEREGORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **TERM**
   The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall commence on August 1. 2025 and shall continue through June 30, 2026 ("Effective Date").

2. **OCCUPATIONAL THERAPY SERVICES**
   DAB Therapy Services will use its best efforts to supply District with Occupational Therapy Services for the hours and times requested by the District. If an Occupational Therapist is unable to complete an assignment for any reason, DAB Therapy Services will use its best efforts to procure a replacement Occupational Therapist for District as requested.

3. **OCCUPATIONAL THERPAY ASSIGNMENTS AND RATES**
   a. **Assignments**
      District will provide Occupational Therapist with work assignments consistent with District's standard workday and calendar.

b. **Occupational Therapist Rates Per Hour**
District will pay DAB Therapy Services ninety dollars ($90.00) per hour for OT Services provided. District will not pay DAB Therapy Services for travel time between their offices and District School Sites.

4. **INDEPENDENT CONTRACTORS**
DAB Therapy Services relationship to the District under this Agreement shall be one of an independent contractor. DAB Therapy Services and all of its employees and subcontractors shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement plans, health and welfare programs or any similar programs or benefits, as a result of this agreement.

DAB Therapy Services and its employees or agents or subcontractors rendering services under this agreement shall not be employed by the District for federal or state tax purposes, or for any purpose. DAB Therapy Services acknowledges and agrees that it is the sole responsibility of DAB Therapy Services to report as income its compensation from District and to make the requisite tax filings and payments to the appropriate federal , state, and/or local tax authorities. No part of DAB Therapy Services compensation shall be subject to withholding by District for the payment of Social Security, unemployment, or disability insurance or any other similar state or federal tax obligation.

DAB Therapy Services agrees to defend, indemnify and hold the District harmless from and against all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

5. **OCCUPATIONAL THERPAIST**
   a. **Licensure**
   All Occupational Therapists provided to the District pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable Occupational Therapy Services to District students/ staff.

   b. **Screening of Occupational Therapist**
   DAB Therapy Services will conduct a thorough background screening of Occupational therapists to include a federal background check, fingerprint clearance, verification of education, work history, and licensure, Tuberculosis screening, and professional reference checks. DAB Therapy Services agrees to share this information with the District, upon the District's request.

   DAB Therapy Services employees possess special enterprise in occupational therapy and have met all applicable state and federal licensing requirements. All Occupational Therapists have graduated from an accredited school and possess

certification (or are certification eligible) in good standing with the California Board of Occupational Therapy.

c. **Employees and Subcontractors**
All Occupational Therapists provided to District pursuant to this Agreement are employees or subcontractors of DAB Therapy Services. DAB Therapy Services is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Occupational Therapist.

d. **Family Educational Rights and Privacy Act (FERPA") Compliance**
DAB Therapy Services and all Occupational Therapist providing occupational therapy services to District pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder, as well as California laws related to student records and privacy under the Education Code and related regulations, in regard to the disclosure of student education records as defined therein.

e. **Child Abuse Reporting**
DAB Therapy Services assures District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code section 549370 and California Penal Code section 511166 et seq. DAB Therapy Services agrees to provide training to all its employees regarding mandated reporting of child abuse and missing children. DAB Therapy Services agrees that all staff members will abide by such laws in a timely manner.

DAB Therapy Services shall submit immediately by facsimile and mail, within twenty-four (24) hours of an accident or incident, a written report to District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, and missing children involving District's students under DAB Therapy Services supervision.

6. **DISTRICT'S OBLIGATIONS**
   a. **Facility**
   District will provide adequate or designated space for Occupational Therapist to perform occupational therapy services. District will also provide free parking and restroom facilities for use by the Occupational Therapist.

   b. **Designation of Liaison**
   District will designate the Director of Special Services to serve as a Liaison between the District Occupational Therapist on all operational matters.

7. **BILLING AND INVOICING**
   a. **Billing Rates**
   The billing rates for each Occupational Therapist assigned to District are specified in paragraph 3 of this agreement.

b. **Invoicing/ Payment**
DAB Therapy Services will send monthly invoices to District, via mail or email, DAB Therapy Services invoices are based on timecards completed by Occupational Therapist. Payment is due in full upon receipt in accordance with instructions on the invoice.

c. **Scope of Work/ Cost to District**
The scope of work for this contract to the District is for providing Occupational Therapy Services to the students they directly provide occupational therapy to; District will only be charged for ours of services performed (i.e. not changed for sick days, holidays). The maximum cost to the District for this Agreement will be for up to 10 hours per month, at the rate I section 3B. As a professional services contract, there is no right to overtime or any other form of compensation. Additional hours may be granted with prior approval of both parties as a change order/ addendum to this contract.

8. **INSURNACE**
   a. **Provided by DAB Therapy Services**
   DAB Therapy Services shall maintain the following insurance coverage during the effective date of this Agreement:
      (i) Professional Liability Coverage with limits of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate.
      (ii) Worker's Compensation Insurance including occupational disease coverage in accordance with all state and federal requirements.
      (iii) Commercial General Liability Coverage with combined single limits not less than $1,000,000 Per Occurrence/ $3,000,000 Aggregate naming Cutler-Orosi Joint Unified School District as Additional Insured. The Commercial General Liability Coverage shall include Abuse and Molestation Coverage to policy limits.
   b. **Provided By District**
   District shall maintain the following insurance coverage during the Effective Date of this Agreement:
      (i) Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, naming DAB Therapy Services as an additional insured.
   Upon request, the Parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage.

   The coverage afforded under the above policies set forth in paragraph 8(A) and 8(B) will not be cancelled without thirty (30) days written notice.

9. **INDEMNIFICATION**
The Parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, representatives,

subcontractors, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgements, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by asserted against the Party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other Party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other Party, their agents, servants, employees, officers, representatives or subcontractors, provided that this indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.

10. TERMINATION OF THIS AGREEMENT

Either party may terminate this Agreement upon sixty (60) day written notice to the other party. Notice shall be deemed given when received, or no later than three (3) days after the day of mailing, whichever is sooner. (Effective Date of Termination"). In the event district terminates this Agreement District will be responsible to pay for all services performed by Occupational Therapists through the Effective Date of Termination.

11. CONFIDENTIALITY

District and DAB therapy Services agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees of DAB Therapy Services provided, however, that this paragraph shall not apply if such disclosure is required by law or court order. District agrees to inform all persons, whether employees, contractors, or agents of District, with knowledge of the terms of the agreement of the confidentiality provisions contained herein. However, disclosure of the terms of the Agreement shall not constitute a material breach of this Agreement.

12. NOTICE

Any notice required to be given hereunder shall be in writing.

a. **DAB Therapy Services**
   DAB Therapy Services
   719 S. Divisadero Street
   Visalia, CA 93277
   Attention: Denae Bruns
   Email: iluveor@aol.com
b. **DISTRICT**
   Cutler-Orosi Joint Unified School District
   12623 Ave 416
   Orosi, CA 93647
   Attention: Yolanda Valdez, Superintendent
   Email: yovaldez@cojusd.org

13. ASSIGNMENT

a. By District

This Agreement may not be assigned by DAB Therapy Services without the express written consent of DAB Therapy Services, which consent will not be unreasonably withheld.

b. By DAB Therapy Services

This Agreement may not be assigned by DAB Therapy Services without the express written consent of the District, which consent will not be unreasonably withheld.

14. WAIVER AND SEVERABILITY

No delay or omission by either Party to enforce or exercise any right, remedy of power under this Agreement shall be construed as a wavier of such right, remedy of power. A waiver by either Party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

15. ATTORNEY'S FEES AND COSTS

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its responsible attorney's fees and costs from the other party.

16. CUMMULATIVE REMEDIES

No right or remedy herein conferred or reserved in the Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may be not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except as provided in this Agreement, then by written instrument signed by the Party otherwise expressly permitted in this Agreement.

18. NON-DISCRIMINATION

It is the policy of District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. DAB Therapy Services agrees to comply with applicable federal and

California laws including, but not limited to, the California Fair Employment and Housing Act.

19. **RULES AND REGULATIONS**
All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by DAB Therapy Services pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

20. **APPLICABLE LAW/VENUE**
This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce to interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Tulare County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and date first written above.

DAB Therapy Services

By: Signed by: F6083495F8C3421
Denae Bruns, Occupational Therapist

Date: 8/25/2025

CUTLER-OROSI JOINT SCHOOL DISTRICT

By:
Yolanda Valdez, Superintendent

Date:

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY 2025-2026 SERVICE AGREEMENT WITH SOLIANT HEALTH**

ATTACHMENTS: **2025-2026 SOLIANT SERVICE AGREEMENT**

FUNDING SOURCE: **SPECIAL EDUCATION STATE FUNDS**

DISCUSSION: The purpose of this service agreement is to provide live interactive remote speech teletherapy by contracted licensed Speech and Language Pathologists. During the course of the service agreement, Soliant Health LLC 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 bilingual Speech and Language Pathologist that is able to provide speech teletherapy, as described within an IEP, to students in preschool through high school. This contract can be terminated with 30 days' notice if/when services are no longer necessary.

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 2025-2026 Soliant Health Service Agreement.**

PROPOSED ACTION: **RATIFY**

Item #: 13

Soliant®

ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Melissa McClun		
Client:	Cutler-Orosi Joint Unified		
Assignment Start Date:	08/12/2025	**Assignment End Date:**	06/04/2026
Position:	Tele - SLP		
Hours per Week:	40		
Bill Rate per Hour	$115.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

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

b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.

c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.

d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 292428 - Cutler-Orosi Joint Unified
Print Name: Yolanda Valdez
Title: Superintendent
Date: 8-28-25

ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

By: 292428 - Cutler-Orosi Joint Unified

Print Name: Yolanda Valdez

Title: Superintendent

Date: 8/28/25

Soliant

Additional Terms and Conditions
VocoVision Equipment Policies

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
   (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
   (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
   (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
   (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
   (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
e) Complies with state and federal regulations to maintain student privacy and security.
f) Facilitates behavior management strategies in students as appropriate.
g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY 2025-2026 CENTRAL VALLEY COMMUNITY FOUNDATION GRANT FUNDED BY THE MITSUOKA ENDOWMENT FUND**

ATTACHMENTS: **AGREEMENT WITH CENTRAL VALLEY COMMUNITY FOUNDATION GRANT**

FUNDING SOURCE: **N/A**

DISCUSSION: The Director of College and Career is requesting ratification to accept the 2025-2026 Central Valley Community Foundation Grant funded by the Mitsuoka Endowment Fund in the amount of $25,000 to support Work-Based Learning, college/career awareness, and exploration opportunities to the students of Cutler-Orosi Joint Unified School District. The agreement also provides support to the families of Cutler-Orosi via partnerships and collaboration with PIQE and Nuevo Comienzo to host workshops and events.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board ratify 2025-2026 Central Valley Community Foundation Grant funded by the Mitsuoka Endowment Fund**

PROPOSED ACTION: **APPROVE**

Item #: 14

Docusign Envelope ID: 559E9E2D-B2F2-42E8-8CD0-784C06E4E12F

CENTRAL VALLEY COMMUNITY FOUNDATION

August 6, 2025

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

Dear Yolanda,

The Board of Directors of Central Valley Community Foundation (CVCF) has approved a $25,000 grant to support Cutler-Orosi Joint Unified School District as recommended and funded by the Mitsuoka Endowment Fund for Children in Dinuba, Reedley, & Orosi. The funds are payable in one (1) installment of $25,000 and are to be used to support students and parents with knowledge of college and post-secondary opportunities. Any significant change in the use of these funds requires prior approval by CVCF.

After you have reviewed these documents, please countersign the enclosed agreement. You will receive a link directly from DocuSign to securely sign the agreement.

Central Valley Community Foundation is entrusted by its donors with the responsibility of ensuring that charitable commitments are fulfilled by its Grantees. This grant is subject to the terms outlined in the enclosed grant agreement. In signing and accepting this grant agreement Cutler-Orosi Joint Unified School District : 1) agrees to apply the funds as intended; 2) certifies that Cutler-Orosi Joint Unified School District is recognized as a charitable, religious, educational, scientific, literary, or other tax-exempt organization; 3) declares that no goods or services were provided in exchange for this grant; and 4) declares that the grant would not be in satisfaction of any obligation any person owes Cutler-Orosi Joint Unified School District

We appreciate the work of Cutler-Orosi Joint Unified School District and are pleased to offer this support to advance your efforts. If you have any questions related to this grant, please contact Artie Padilla, DRIVE Initiative Director, by email at artie@centralvalleycf.org or call 559-226-5600.

Sincerely,

Ashley Swearengin
President & CEO, Central Valley Community Foundation

Docusign Envelope ID: 559E9E2D-B2F2-42E8-8CD0-784C06E4E12F

CENTRAL VALLEY COMMUNITY FOUNDATION

GRANT AGREEMENT

This Agreement is entered into on August 1, 2025, by and between Central Valley Community Foundation ("CVCF") and Cutler-Orosi Joint Unified School District ("The Grantee"). This Grant is to be used only for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will be effective when it has been signed by an authorized representative of your organization, and a signed copy is received by CVCF (via DocuSign).

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

Grant Amount: $25,000

Grant #: 63227

Payment Schedule: One (1) installment of $25,000 after 8/1/2025

Time Period: This grant begins on August 1, 2025 and ends on May 31, 2026.

Purpose: To support students and parents with knowledge of college and post-secondary opportunities.

Site Visits: CVCF conducts site visits with existing Grantees. The Grantee may be selected for a site visit. If selected, the Grantee will be contacted by CVCF staff with advance notice to schedule a visit.

Reporting Requirements: Final Report due 5/31/2026
Details in Exhibit B: Reporting Requirements

CVCF Grants Contact: Artie Padilla
DRIVE Initiative Director
artie@centralvalleycf.org
559-226-5600

CENTRAL VALLEY COMMUNITY FOUNDATION

1. **IRS Determination**

This grant is specifically conditioned upon GRANTEE's status as an eligible GRANTEE of the Central Valley Community Foundation (CVCF). GRANTEE confirms that it is exempt from federal income tax as defined in Section 509(a)(1) and 170(b)(1)(A)(ii) of the Internal Revenue Code (the "Code") and that it is not a private foundation as defined in Code Section 509(a). The GRANTEE also confirms that it has not had any substantial change in sources of support for any taxable year affected by this grant. GRANTEE shall notify the Foundation immediately of any change in (a) GRANTEE's tax-exempt status or its foundation status, or (b) GRANTEE's executive staff or key staff responsible for achieving the grant purposes. The GRANTEE shall notify CVCF immediately if such status changes

The GRANTEE is required to submit a report on activities certified by an authorized officer of the Grantee organization.

2. **Expenditure of Grant Funds**

The grant is for the purpose(s) stated in this Agreement. Grant funds may be expended only in accordance with the terms set forth herein. The GRANTEE shall repay to CVCF any portion of the grant funds which is not spent or committed for the purposes stated in this agreement.

The GRANTEE shall promptly notify CVCF regarding any administrative or operational changes that may have an effect on the conditions agreed to in the grant agreement. CVCF must approve any modifications to the grant project and/or budget before they are implemented. The GRANTEE is able to make modifications to the approved budgeted line items as long as these changes constitute ten (10%) or less the total of that line item.

The GRANTEE shall not use any portion of the grant to participate or intervene in any political campaign on behalf of or in opposition to any specific candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with GRANTEE's status as either a Code Section 501(c)(3) or a governmental entity. GRANTEE shall not use any portion of the grant funds to support any form of political activity, terrorists, or terrorist organizations. The GRANTEE shall not use any portion of the grant for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.
The grant funds shall not be used in any attempt to influence legislation within the meaning of Section 4945(e) of the Code, and neither CVCF nor the GRANTEE has entered into any agreement, oral or written, to that effect. This prohibition shall not prevent the GRANTEE from using grant funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to any specific legislation or that refer to legislation without reflecting any view on it; The GRANTEE may also use grant funds for communications that qualify for any exception to the definition of lobbying under federal tax law, such as nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation.

CENTRAL VALLEY COMMUNITY FOUNDATION

3. **Financial Responsibilities**

The GRANTEE shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on the Grantee's books. The GRANTEE shall keep adequate records to substantiate its expenditures of grant funds. The GRANTEE is expected to maintain complete and accurate financial records of revenues and expenditures relating to the grant for at least four (4) years after the GRANTEE has expended the last of the grant funds. In the event that CVCF is audited by any government agency, it may be necessary, in rare instances, for CVCF to examine, audit, or have audited the records of GRANTEE insofar as they relate to activities supported by this GRANT. Any expenses related to such audit will be borne by CVCF.

4. **Grant Reporting and Site Visits**

The GRANTEE may be selected to complete a 6-month site visit to observe and discuss the programs and administration; to review financial and/or other records, and/or to review the GRANTEE's contract performance. The GRANTEE agrees to submit full and complete reports on the manner in which the funds are spent based upon the program budget submitted, and the progress made in accomplishing the purpose of the GRANT. A reporting schedule is provided on page one of this agreement. Typically, reports to CVCF are due at 12-month intervals for grants over a one-year period and at the end of the grant period for grants of one year or less in duration.

The GRANTEE will report on the results of the grant as per the original approved proposal and other information requested by CVCF. A final report, which includes both narrative responses and updated grant financials, is required at the end of the grant period. Depending on CVCF's funding priority and/or donor intent, CVCF may ask for additional reporting. Should additional reports be required beyond those stipulated here, CVCF staff will contact GRANTEE to provide additional instructions and a reasonable due date.

5. **No Pledge**

Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to the GRANTEE shall be interpreted to create any pledge or any commitment by CVCF or by any related person or entity to make any other grant or contribution to the GRANTEE or any other entity for this or any other project. The grant contemplated by this agreement shall be a separate and independent transaction from any other transaction between CVCF and the GRANTEE or between CVCF and any other entity.

6. **Anti-Discrimination**

The GRANTEE agrees that, in the performance of this agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, mental or physical ability, veteran status, marital status, sexual orientation, or any other characteristic protected by law. Please see the attached Policy Against Illegal Discrimination for more information.

CENTRAL VALLEY COMMUNITY FOUNDATION

7. **Work Product and Proprietary Information**

The GRANTEE will own all right, title, and interest to all work product created pursuant to Exhibit A ("Scope of Work"). The GRANTEE hereby grants a royalty-free, perpetual, non-exclusive license to CVCF for all work produced pursuant to this grant.

8. **Publicity, Publications, and Communications**

Where agreed to by CVCF and the GRANTEE, CVCF should be recognized for its support of your work in your public communications about the funded project or activities. For example, please note CVCF's support on any websites or web pages about the project and in any announcements or other materials funded by this grant. When recognizing the award, please reference the fund name at CVCF as supporters of your organization or the source of grant dollars. Example: "...made possible with support from the John Smith Family Fund at Central Valley Community Foundation."

If you believe that publicly recognizing CVCF's funding of your work may not be appropriate — either for the GRANTEE or CVCF — please contact CVCF to discuss options.

CVCF may include information from the submitted report and or photographs that illustrate the impact of the award in annual reports, brochures, or other special marketing materials, as opportunities arise. The GRANTEE's acceptance of this agreement gives permission to CVCF for use.

9. **No Agency**

The GRANTEE is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This agreement shall not create any agency relationship, partnership, or joint venture between the parties, and the GRANTEE shall make no such representation to anyone.

10. **Further Assurances**

The GRANTEE acknowledges that it understands its obligations imposed by this agreement, including but not limited to those obligations imposed by reference to the Code. The GRANTEE agrees that if the GRANTEE has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, the GRANTEE will promptly contact CVCF and/or legal counsel.

11. **No Waivers**

The failure of CVCF to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

12. **Limit of Commitment**

In the event that a claim of any kind is asserted against the GRANTEE or CVCF related to or arising from the GRANTEE's work on the project funded by the grant and a proceeding is brought against CVCF by reason of such claim, the GRANTEE, upon written notice from CVCF, shall, to

CENTRAL VALLEY COMMUNITY FOUNDATION

the extent of its fault, at the GRANTEE's expense, resist or defend such action or proceeding, at no cost to CVCF, by counsel approved by CVCF in writing. Unless otherwise stipulated in writing, this award is made with the understanding that CVCF has no obligation to provide other or additional support to the recipient.

To the extent of its fault, the GRANTEE hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless CVCF, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any wrongful act or omission by the GRANTEE, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any wrongful act or omission, fault or failure, by CVCF, its officers, directors, employees, or agents.

In the event of a dispute between the GRANTEE and CVCF, its Board of Directors or employees, the GRANTEE agrees to make a good faith effort to resolve the dispute through mediation using a mediator from the Fresno Superior Court's roster of mediators, prior to pursuing further action, to include filing a legal action.

If CVCF engages the services of an attorney in defending any action brought by other persons due to the fault or any failure of the GRANTEE, or any employee engaged by it, the GRANTEE agrees to pay a reasonable attorney's fee for such attorney engaged by CVCF.

13. **Insurance**

The GRANTEE will maintain comprehensive liability insurance in the amount of at least $1 Million per occurrence. The GRANTEE shall provide proof of said comprehensive liability insurance to CVCF upon demand and maintain insurance for the duration of this Agreement.

14. **Termination of Agreement**

CVCF, at its sole option, may terminate this Agreement or withhold payments, or both, at any time, with 30 day's written notice, if, in CVCF's judgment: a) CVCF is not satisfied with the quality of the GRANTEE's progress toward achieving the project goals; b) CVCF is of the opinion that the GRANTEE is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of the grant; c) the GRANTEE dissolves or fails to operate; or d) the GRANTEE materially fails to comply with the terms and conditions of this Agreement, including but not limited to failure to submit reports when due.

If termination occurs prior to the scheduled end date, the GRANTEE shall, upon request by CVCF, provide to CVCF a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within thirty (30) days after written request by CVCF, the GRANTEE shall remit all grant funds unexpended as of the effective date of termination, excluding non-cancellable obligations. CVCF may also avail itself of any other

CENTRAL VALLEY COMMUNITY FOUNDATION

remedies available at law. In addition, either party may terminate this agreement with 30 days' written notice.

15. **Limitation**

This Agreement contains the entire agreement between the Parties with respect to the grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this grant, CVCF has no obligation to provide other or additional support to the GRANTEE for purposes of this project or any other purposes.

16. **Governing Law**

This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of California. Any laws that direct the application of another state's law to this Agreement will be disregarded.

CENTRAL VALLEY COMMUNITY FOUNDATION

Acceptance of Terms and Conditions

Signed on Behalf of Central Valley Community Foundation

By: DocuSigned by: Ashley Swearengin

Ashley Swearengin
President and CEO, Central Valley Community Foundation

8/7/2025
Date

The GRANTEE acknowledges receipt and retention of a copy of this document. The above terms and conditions are hereby accepted and agreed to as of the date specified.

By: Signed by: Yolanda Valdez

Signature of Authorized Officer

Yolanda Valdez
Name

Superintendent
Title

8/15/2025 Yolanda Valdez
Date

CENTRAL VALLEY COMMUNITY FOUNDATION

EXHIBIT A: SCOPE OF WORK

Provide Transportation and Event/Activity and organizing costs to transport 3,000 students in the 2025-2026 school year to the following sites and or events:

- 6th Graders to Reedley College
- 8th Graders to UC Merced
    1. El Monte Middle School Career Day and College Fair - for all students in grades 6th - 8th
    2. Orosi High School Career Day and College Fair - for all students in grades 9th -12th
    3. Alternative Education Career Day and College Fair - At Promise Youth in grades 6th -8th
    4. El Monte Lobo Youth Conference Unlock Your Future College & Career Empowerment Conference
- Provide data on number of students that visited the campuses during the school year, including number of students per grade, school, ethnicity, and primary spoken language.
- Collaborate with PIQE and Nuevo Comienzo in hosting meetings at Cutler-Orosi Joint Unified school sites as needed for their programmatic services and events to parents and students

EXHIBIT B: REPORTING REQUIREMENTS

Final Report due 5/31/2026

- Narrative Report that includes the following information:
    - Summary of how the funds were used to provide support to students
    - Multiple data points:
        - Activities the funds supported
        - Number of students impacted
        - Demographics of students
        - Sites visited

CENTRAL VALLEY COMMUNITY FOUNDATION

EXHIBIT C: CVCF POLICY ON ILLEGAL DISCRIMINATION

Employment

Central Valley Community Foundation ("CVCF") follows an equal opportunity employment policy and employs personnel without regard to race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, physical or mental ability, pregnancy, veteran status, military obligations, and marital status. This policy applies to hiring, internal promotions, training, opportunities for advancement, and terminations.

Grantmaking

No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, marital or parental status, political affiliation, military service, physical or mental ability, or any other improper criterion be illegally excluded from participation in, illegally denied the benefits of, or subjected to illegal discrimination under, any program or activity funded in whole or in part with funds made available by CVCF, and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by CVCF.

Consistent with the law, in certain cases CVCF may establish criteria that limit or favor certain types of eligible applicants and/or funded activities in order to achieve CVCF's charitable and programmatic goals.

CVCF makes grants to religious organizations and the federal Employment Non-Discrimination Act (ENDA) includes a broad exemption from discrimination laws for religious organizations. ENDA's religious exemption recognizes that the U.S. Constitution protects certain employment decisions of religious organizations and that some religious organizations may have a specific and significant religious reason to make employment decisions, even those that take an individual's sexual orientation or gender identity into account. ENDA also acknowledges that gay, lesbian, bisexual and transgender (LGBT) employees of religious organizations should be aware that they could lose their jobs, even jobs that do not serve a clearly religious function, because of sexual orientation or gender identity.

A copy of this Nondiscrimination Policy shall be included with all grant agreements between CVCF and its Grantees.

EXHIBIT B

2025-26 CVNIC: COLLEGE READY GRANT & DATA SHARING TERMS

SUPERINTENDENT formed the California Central Valley Networked Improvement Community: College Ready ("CVNIC: College Ready"), a Networked Improvement Community ("NIC") guided by the principles of continuous improvement. CVNIC: College Ready is funded by a grant from the Gates Foundation, hereinafter referred to as GRANTOR. CVNIC: College Ready will work to significantly increase the number of Black, Latino, and low-income students who are College Ready as determined by acceptance into a four-year university with a six-year graduation rate of 50% or higher.

Family Education Rights and Privacy Act ("FERPA"), Code of Federal Regulations, title 34, section 99.31, subdivision (a)(6), and California Education Code section 49076, subdivision (a)(2)(E) allow school districts to disclose student records, without parental consent, to organizations conducting certain studies for or on behalf of the educational agencies to improve instruction.

SUPERINTENDENT, on behalf of CVNIC: College Ready, will collect, analyze, and study student records data in order to learn about and improve the trajectory of post-secondary options focused on acceptance to a four-year university. SUPERINTENDENT will act as the network hub for participating districts and schools.

Educational institutions that choose to participate in this NIC desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning the students who have attended or who are now attending their educational institution. It is necessary, therefore, for the educational institutions to share local education authority ("LEA"), school, and grade-level data so that they may evaluate and analyze their respective improvement in instruction.

1. **TERM.** This EXHIBIT B to AGENCY AGREEMENT ("AGREEMENT") shall be effective **July 1, 2025 through May 15, 2026**, unless terminated earlier as allowed under paragraph 6 Termination of the AGREEMENT.
2. **CONTACTS.** Stephanie Verners is the CVNIC Grant Director, Stephanie.Verners@tcoe.org. The NIC operates within Tulare County Office of Education's Educational Resource Services program, led by Samantha Tate, ERS Administrator, Samantha.Tate@tcoe.org. Both may be reached by telephone at (559) 651-3031.
3. **COMPENSATION.** There shall be no fee for DISTRICT to participate in CVNIC: College Ready. SUPERINTENDENT will reimburse DISTRICT for the expenses described below.

   ***** DISTRICT SHALL EMAIL THE FINAL INVOICE TO SUPERINTENDENT BY MAY 15, 2026. *****
   DISTRICT shall email the invoice to Margaret Chaidez, Networked Improvement Communities Coordinator, at margaret.chaidez@tcoe.org. Ms. Chaidez may be reached via telephone at (559) 651-3031.

   a. TRAVEL COSTS associated with the California Mathematics Council (CMC) Central Symposium March 13-14, 2026 in Bakersfield, California up to the amount specified in the FEE SCHEDULE.

   b. SUBSTITUTE COSTS for releasing teachers to participate in the **Integrated Math 1/Science Series** on 9/15/25, 11/18/25, and 2/3/26. The reimbursement rate is up to $200 per substitute for each participating teacher, as specified in the FEE SCHEDULE.

   c. EDUCATOR STIPEND of $400 plus up to $100 of associated benefit costs for educators who attended **the Integrated Math 1/Science Series** session on 7/31/25. DISTRICT will receive up to $500, as specified in the FEE SCHEDULE.

   d. ON-SITE SUPPORT SUBSTITUTE COSTS for teachers to participate in on-site coaching to support site-specific goals. The reimbursement rate is up to $200 per substitute for each participating teacher, as specified in the FEE SCHEDULE.

   e. COLLEGE ROADMAP PRINTING COSTS, as specified in the FEE SCHEDULE.

EXHIBIT B

2025-26 CVNIC: COLLEGE READY GRANT & DATA SHARING TERMS

4. **SERVICES.** The CVNIC: College Ready responsibilities are detailed below.

   a. **SUPERINTENDENT shall:**

      i. coordinate the logistics of the CVNIC: College Ready meetings, including securing collaborative space or other facilities, providing agendas, meeting materials, and notifications to member DISTRICT;

      ii. assign a network hub coach to provide continuous improvement technical assistance support to DISTRICT Improvement Specialists and coaches, without a fee to DISTRICT;

      iii. provide local professional learning support related to the NIC, without a fee to DISTRICT;

      iv. bear the costs for DISTRICT improvement specialist, data analyst, provide reimbursement to DISTRICT up to a specified amount for substitutes associated with CVNIC College Ready activities;

      v. provide materials, books, etc., selected by the network hub, without a fee to DISTRICT;

      vi. provide reimbursement up to a specified amount for professional learning opportunities involving travel;

      vii. coordinate the collection and analysis of student data from DISTRICTS that participate in CVNIC: College Ready, without a fee to DISTRICT, to improve college ready on track outcomes for students.

         1. Coordinate sharing of de-identified student enrollment, demographic, and academic performance data for students who have attended or who are attending their institutions by facilitating the transfer (through secure upload) of data from educational institutions, ensuring the confidentiality of records and their consistency with FERPA guidelines;

         2. De-identified student-level row level data will be shared with Double Line Inc., the Data Services Partner identified by the Foundation to ensure secure data sharing. Double Line Inc. will facilitate sharing of non-identifiable student-level data in aggregate form using appropriate suppression methods to the Foundation, as well as Foundation identified partners including the Partners in Network Improvement (PNI), RAND with support of New York University, American Institute for Research (AIR) with support from MDRC, Insight Policy Research, University of Oregon, Mindset Scholars, and Mathematica with support from Redstone and University of Colorado. In addition, de-identified student-level data may be shared back from Double Line Inc. to CVNIC: College Ready.

         3. In addition to the data specified above, CVNIC: College Ready will collect data from schools to monitor outcomes of their PDSA cycles. This data includes, but is not limited to, state and local assessment data, survey data, observational data, and student work samples; FAFSA completion, Cal Grant Awardance, transcripts, and other college access milestones. LEAs will distribute and support the completion of annual surveys to assess student, faculty and parent perceptions of school climate and support for college access. Finally, CVNIC: College Ready will collect National Student Clearinghouse Student Tracker data from the LEA.

         4. SUPERINTENDENT may request additional data that is not noted in this AGREEMENT if it is necessary to conduct analyses for this study. Any additional data requested will be provided only following written authorization from the DISTRICT.

         5. LEAs will join the CORE Data Collaborative (if not already a member) through a Partnering Education Agency (PEA) to support foundation reporting and to receive annual analytics. More information is available at https://tinyurl.com/COREDataUse. Joining this will require commitment from district staff as outlined in the linked document, but there will be no additional cost for the data infrastructure and reporting. All data sharing between participating LEA and Core Data Collaborative will be governed by the CORE Data Collaborative data sharing agreement, for which all participating LEAs will sign onto with a joinder agreement. CORE may be utilized as the mechanism to share de-identified data with Double Line, and any sharing of such student level de-identified data is covered under this agreement.

6. provide the DISTRICT with a schedule of data extract dates and specific demographic formats to be received;
7. provide a summary of data to the GRANTOR and member DISTRICT, participating in CVNIC: College Ready. SUPERINTENDENT shall ensure the summary of data is de-identified student information and make a reasonable determination that a pupil's identity is not personally identifiable, whether through single or multiple releases, and that it has taken into account other pertinent reasonably available information; and
8. utilize personally identifiable information from student records only as necessary to meet the purposes of the study as provided in the EXHIBIT B.

b. **DISTRICT shall:**

i. Commit to support the mission, vision, and goals of CVNIC: College Ready;

ii. Designate schools to participate actively in all CVNIC: College Ready activities; *site improvement team participation should be consistent to ensure continuity of the work.*

1. assign individuals to *serve* as district and site lead(s)
2. assign counselor(s) and academic coach(es) to *serve* on site improvement team
3. assign individuals to *serve* as district and site data analyst(s)
4. assign teacher participants

iii. The site leader will be responsible for developing specific site-based goals aligned with school improvement priorities.

iv. An administrator and district coach will participate in the Integrated Math 1/Science professional learning sessions in collaboration with the Site Improvement Team. Additionally, the district will support participation of the site leader in the Math Leadership Network series.

v. Engage in a series of iterative learning cycles during the action periods between convenings to understand their system, identify and explore root causes, and test/adapt "high-leverage" interventions that support college access.

vi. Collect and share college access and enrollment data, including, but not limited to, the data outlined in Section 4.a.vii with CVNIC: College Ready Hub in a timely manner at several required points throughout the year to assess progress and guide improvement efforts.

vii. Provide SUPERINTENDENT with access to:

1. data extracts from their Student Information System, Assessment Management System, Test Contractor or Vendor on a predefined basis; and
2. California Longitudinal Pupil Achievement Data System ("CALPADS") read-only account with access to Operational Data Store (ODS) extracts.

viii. distribute and support the completion of annual surveys to assess student, faculty and parent perceptions of school climate and support for college access

ix. bear the costs associated with administrators overseeing their DISTRICT's CVNIC: College Ready activities;

x. bear the costs of mileage and meal expenses incurred during travel associated with CVNIC: College Ready activities;

xi. provide access to data to SUPERINTENDENT;

xii. provide access to data to SUPERINTENDENT in the manner and form as specified by SUPERINTENDENT.

EXHIBIT B

2025-26 CVNIC: COLLEGE READY GRANT & DATA SHARING TERMS

5. **CONFIDENTIALITY.** The Parties will maintain the confidentiality of any and all student data shared or exchanged as a part of this AGREEMENT. The confidentiality requirements under this paragraph shall survive the termination or expiration of this AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this AGREEMENT, the Parties shall establish a system of safeguards that will at minimum include the following:

   a. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the AGREEMENT.

   b. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this AGREEMENT.

   c. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this AGREEMENT shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. Such measures will be no less protective than those used to secure each Parties own data of a similar type.

   d. The procedures and systems developed and implemented to process, store, or transmit data provided under this AGREEMENT shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, Education Code sections 49060 et seq. and Code of Federal Regulations, title 34, section 99.31, insofar as such laws are applicable to the Parties to this AGREEMENT.

   e. Access to any personally identifiable information included in the data under this AGREEMENT shall be restricted to those individuals with a legitimate interest in order to carry out the purposes set forth above in this AGREEMENT.

6. **DATA BREACH NOTIFICATION.** Upon becoming aware of any unlawful or unauthorized access to student data shared pursuant to this AGREEMENT, the Parties agree to the following measures:

   a. Promptly notify the other Party of the suspected or actual incident; promptly investigate the incident and provide the other Party with detailed information regarding the incident, including the identity of the affected users;

   b. Assist the other Party in notifying the affected users, affected persons, and parents and legal guardians of affected persons;

   c. Utilize commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

7. **DESTRUCTION OF CONFIDENTIAL INFORMATION.** The Parties shall destroy all confidential information obtained under this AGREEMENT when it is no longer needed for the purpose for which it was obtained as specified in this AGREEMENT, subject to state and federal laws regulating record retention. Nothing in this AGREEMENT authorizes the authorized representative to maintain data beyond the time period reasonably needed to complete the purposes of this AGREEMENT. Data in physical form shall be destroyed by securely shredding the documents containing the confidential information. Data in electronic form shall be destroyed by deleting the data stored on the computer's hard drive and deleting all backups of the data. If the data in electronic form is stored on multiple computers, it must be deleted using these measures on each computer.

CORE Data Collaborative LEA Joinder

Cutler-Orosi Joint Unified School District and CORE Data Use Agreement

This Joinder Agreement (hereinafter referred to as "Joinder") is effective as of Aug 08 2025 by

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

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

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

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

LEA:

Signature: Yolanda Valdez Title: Superintendent

Name: Yolanda Valdez Email: yvaldez@cojusd.org

Date: Aug 08 2025

xodo sign
by apryse

Audit Trail

Document Details

Title	COJUSD and CORE Districts Data Collaborative DUA
File Name	CORE DUA 2025 Joinder_ COJUSD.pdf
Document ID	355c0aec3c0d4da2ab495cfc3c119b1a
Fingerprint	7182a71fb353fec518e560cae840c20b
Status	Completed

Document History

Document Created	Document Created by Brandi Lites (brandi@coredistricts.org) Fingerprint: 4b3e103104d29ca536cca2364c558d3d	Aug 07 2025 02:40PM America/Los_Angeles
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Document Viewed	Document Viewed by Yolanda Valdez (yvaldez@cojusd.org) IP: 50.115.195.148	Aug 08 2025 04:37PM America/Los_Angeles
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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
September 11, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY 2025-2026 CENTRAL NETWORKED IMPROVEMENT COMMUNITIES (CVNIC) AGENCY AGREEMENT AMENDMENT**

ATTACHMENTS: **AGENCY AGREEMENT WITH TULARE COUNTY OFFICE OF EDUCATION (TCOE)**

FUNDING SOURCE: **TCOE**

DISCUSSION: The Director of College and Career requests ratification of the agency agreement amendment from the Tulare County Office of Education (TCOE) Educational Resource Services for the Central Valley Networked Improvement Communities (CVNIC) Program to improve college ready outcomes for all students. The District expenses for participation will be reimbursed by TCOE Educational Resource Services and cover onsite support and professional learning to District/site administration and high school staff. Other expenses covered include registration fees, substitute pay, promotional materials and staff stipends, not to exceed a total of $18.000.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board ratify 2025-2026 CVNIC Agency Agreement Amendment**

PROPOSED ACTION: **RATIFY**

Item #: 15

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

August 14, 2025

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

Ms. Yolanda Valdez,

Attached is your Agency Agreement Amendment from Educational Resource Services.

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

E-mail: karla.doyer@tcoe.org

OR

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

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

Sincerely,

Karla Doyer

Karla Doyer

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

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.)

=== 25-26 CUTLER-OROSI JUSD CVNIC: CR SUBGRANT ===

DISTRICT shall commit to support the mission, vision, and goals of CVNIC: College Ready; designate schools to participate actively in all CVNIC: College Ready activities; site improvement team participation should be consistent to ensure continuity of the work. Collect and share college access and enrollment data, including, but not limited to, the data outlined in Section 4.a.vii with CVNIC: College Ready Hub in a timely manner at several required points throughout the year to assess progress and guide improvement efforts.

SEE EXHIBIT B FOR DETAILS

2.RESPONSIBILITIES OF SUPERINTENDENT:

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

SUPERINTENDENT shall coordinate the logistics of the CVNIC: College Ready meetings, including securing collaborative space or other facilities, providing agendas, meeting materials, and notifications to member DISTRICT; provide reimbursement to DISTRICT up to a specified amount for substitutes, travel costs, College Roadmap printing costs associated with CVNIC College Ready activities; and coordinate the collection and analysis of student data from DISTRICTS that participate in CVNIC: College Ready, without a fee to DISTRICT, to improve college ready on track outcomes for students.

SEE EXHIBIT B FOR DETAILS

FEE SCHEDULE

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

NOT TO EXCEED $ 18,000.00

*** EMAIL FINAL INVOICE to Margaret Chaidez, margaret.chaidez@tcoe.org by May 15, 2026. ***

Orosi HS
CMC 2026, Bakersfield = $3000
Math 1 Series Network Meetings Substitutes = $5400
On-Site Support, Site-Specific Goals Substitutes = $7200
College Roadmap Printing = $400
July 31st Meeting $400 Stipends = $2000
TOTAL = $18000

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)	_25-26 Exhibit A IM1 Series Flyer.pdf	2.81MB
Exhibit (B)	_25-26 Exhibit B Grant & Data Sharing Terms.pdf	281.42KB
Exhibit (C)		
Exhibit (D)		

AGENCY AGREEMENT 260375

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

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as	**and shall expire on .**
7/1/2025	5/15/2026

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

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

sum of $ 18,000.00

4. **METHOD OF PAYMENT:**

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

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

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

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

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

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

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

SUPERINTENDENT

Signature Tim A. Hire

Date 8/14/2025

DISTRICT

Signature Sign

Date 8/18/2026

TCOE Program Information

Contact Person: Margaret Chaidez

Telephone: 559.651.3031

Department/Program: Educational Resource Services (ERS)

Please return an original copy to:

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

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE UNIVERSITY OF CALIFORNIA COMPASS STATEMENT OF WORK (SOW) RENEWAL AGREEMENT**
ATTACHMENTS:	**AGREEMENT WITH UNIVERSITY OF CALIFORNIA COMPASS**
FUNDING SOURCE:	**UC MERCED**

DISCUSSION: The Director of College and Career requests Board approval of the University of California (UC) COMPASS Statement of Work (SOW) renewal agreement to continue the services for data sharing agreement with UC Merced to assess new and innovative practices to ensure more students are on track to satisfying the "A-G" requirements and qualify for the UC Merced Automatic Admissions Program. The data from UC COMPASS is used to provide schools and districts support from university programs, research, and mission focused partners. All expenses for these services are covered by UC Merced.

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

BOARD GOAL:

- [X] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- [ ] **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 UC COMPASS SOW Renewal Agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 16

UNIVERSITY OF CALIFORNIA COMPASS

Statement of Work
UC COMPASS School Subscriber

1111 Franklin Street, 9th floor Oakland, CA 94607

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

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

1. Description of Services

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

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

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

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

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

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

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

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

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

Table 1. Deliverables and Pricing

Fee	Cost
UC Merced - MAAP	No Charge

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

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

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

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

UNIVERSITY OF CALIFORNIA COMPASS

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

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

Accepted and agreed to: Orosi High School	
Signed:	
Printed:	
Title:	
Date:	

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

The Family Educational Rights and Privacy Act (FERPA)

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

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

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

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

Terms of Service Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Data Sharing

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

6. Subscriber Responsibilities and Rights

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

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

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

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

7. University Responsibility and Rights

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

8. Fees and Payment

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

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

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

9. Term and Termination; Suspension

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

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

10. Warranties; Warranty Disclaimer

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

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

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

11. Limitation of Liability

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

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

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

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

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

UNIVERSITY OF CALIFORNIA COMPASS

Terms of Service and Privacy Statement

1111 Franklin Street, 9th floor Oakland, CA 94607

Signature Page

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

AGREED: **Orosi High School**

Signature

Printed Name

Title

Date

AGREED: **THE REGENTS OF THE UNIVERSITY OFCALIFORNIA**

DocuSigned by:
Richard L. Greene
FB2E06D7C2F0467...
Signature

Richard Greene
Printed Name

Local Procurement Manager
Title

1/1/2025
Date

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE 2025-2026 AGREEMENT WITH BAILEY COLLEGE OF SCIENCE AND MATHEMATICS – CENTER FOR COASTAL MARINE SCIENCES**

ATTACHMENTS: **AGREEMENT WITH BAILEY COLLEGE OF SCIENCE AND MATHEMATICS – CENTER FOR COASTAL MARINE SCIENCES**

FUNDING SOURCE: **SANTA ROSA CREEK FOUNDATION**

DISCUSSION: The Director of College and Career requests Board approval of the Agreement between Bailey College of Science and Mathematics Center for Coastal Marine Sciences of Cal Poly and COJUSD in the amount of $13,700 to continue providing outreach and mentorship programs, including educational experiences and career training outlined in the agreement, to support underrepresented students from California's Central Coast and Central Valley in becoming college and career ready. This partnership also creates a pipeline of Cal Poly alumni who graduated from Orosi High School to mentor currently enrolled Orosi High School students.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the 2025-2026 Agreement with Bailey College of Science and Mathematics-Center for Coastal Marine Science.**

APPROVE

Item #: 17

2025-2026 AGREEMENT BETWEEN
BAILEY COLLEGE OF SCIENCE AND MATHEMATICS – CENTER FOR COASTAL MARINE SCIENCES
AND
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

This agreement to furnish certain services is made as of September 1, 2025 through June 30, 2026 by and between BAILEY COLLEGE OF SCIENCE AND MATHEMATICS – CENTER FOR COASTAL MARINE SCIENCES (hereinafter called "CCMS") and CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT (hereinafter called "School").

SECTION 1 – NATURE OF SERVICE

Overview

The Center for Coastal Marine Science (CCMS) at Cal Poly San Luis Obispo is supported by the Santa Rosa Creek Foundation, a private family foundation focused on having the largest possible impact on Central California communities. The foundation's priorities are to dramatically enhance education, research, and public outreach regarding Central California's coastal ecosystems. In particular, the foundation has a strong interest in providing unique educational experiences, career training, and support for underrepresented students from the Central Coast and Central Valley regions of California.

Program Purpose & Objectives

Members of the CCMS will execute a dynamic outreach program aimed at inspiring learners from Orosi High School to pursue careers in STEM (science, technology, engineering & math) with a focus on marine sciences, apply for admission at Cal Poly, and seek higher education after high school. The main goal of this program is to have Central Valley and Central Coast students learn from diverse mentors who they can relate to and to understand what it is like to be on a college campus, out in our local marine environments and to have participated in some activities that immerse them in the Learn-by-Doing philosophy through interactions with mentors at Cal Poly.

Program Description

The Santa Rosa Creek Foundation focuses on enhancing education, research, and outreach regarding Central California's coastal ecosystems. In particular, the foundation has a strong interest in supporting the Cal Poly CCMS outreach efforts to provide unique educational experiences, career training, and support for underrepresented learners from the target counties. Cal Poly faculty/staff/students will visit Orosi High School for application assistance. Students who participated in the 2024-2025 Science Research Mentorship Program will be invited to additional virtual professional development workshops with current Cal Poly students.

In addition, a small cohort (~10-15) of 11th grade students will be selected to participate in a science research mentorship at the school site, visit Cal Poly (and the central coast) and attend the Bailey College Student Research Conference in May 2026. This cohort will also be invited to attend a marine science summer camp at Cal Poly in June 2026. Cal Poly students will serve as mentors to the cohort of Orosi juniors with weekly zoom meetings (no more than 1 hour). Orosi

students will perform marine science related scientific research that allows them to gain skills that can be valuable additions to their resumes and college applications.

SECTION 2 – 2025-2026 Academic Year Scope of Work

The timeline of events and activities for students, staff and parents will focus on the following activities:

September	• Zoom Meeting with program staff (at Orosi HS) - counselors, science department, career pathway academy leads, ASB & workforce development team
October	• Fall visit to OHS – touch tanks and other activities with junior students (potential 11th grade applicants for Science Research Mentorship)
November	• Meeting with program staff (virtual) • Cal Poly Pier Open House (Nov. 15) • Cal Poly Admissions Workshop (at Orosi HS) • Help identify juniors for science research mentorship
December	• Family Information Session #1 at Orosi HS
January	• Meeting with program staff (virtual) • Times organized for Science Research Mentorship weekly zoom meetings • Science Research Mentorship – weekly zoom meetings with Cal Poly student mentors
February	• Science Research Mentorship – weekly zoom meetings with Cal Poly student mentors
March	• Meeting with program staff (virtual) • Science Research Mentorship STEM Exploration #1 (at Cal Poly) • Science Research Mentorship – weekly zoom meetings with Cal Poly student mentors
April	• Meeting with program staff (virtual) • Family Information Session #2 at Orosi HS • Science Research Mentorship – weekly zoom meetings with Cal Poly student mentors
May	• Meeting with program staff (virtual) • Science Research Mentorship STEM Exploration #2 (at Cal Poly) – (Overnight Stay) Bailey College of Science & Math Student Research Conference (May 2026)- chaperoned by a WFDS & or site/district staff • Science Research Mentorship – weekly zoom meetings with Cal Poly student mentors
June	• Science Research Mentorship – Summer Camp Overnight Stay (*tentative:* June 2026) • Meeting with program staff (virtual) - planning for next academic year

SECTION 3 - TERM OF AGREEMENT

The period of performance for this Agreement shall be SEPTEMBER 1, 2025 – JUNE 30, 2026.

Responsibilities and Privileges of Cal Poly San Luis Obispo

- To integrate COJUSD's STEM (science, engineering, technology & math) initiatives into activities that immerse students in Cal Poly's Learn-by-Doing philosophy.
- To execute a dynamic outreach program aimed at inspiring students to pursue careers in STEM, apply for admission at Cal Poly, and seek higher education after high school.
- To foster diverse mentorship opportunities so students can understand what it is like to be on a college campus and out in our local marine environments.
- Provide activities at Orosi High School for 11th grade students.
- Host family information session for Science Research Mentorship participants.
- Provide classroom lessons for biology and chemistry classes.
- Coordinate Science Research Mentorship program.
- Host college study trip to Cal Poly for selected cohort of biology/chemistry students.

Responsibilities and Privileges of COJUSD

- Ensure student attendance and participation at Cal Poly events and activities.
- Progress monitor cohort of Orosi 11th graders selected for the Science Research Mentorship Program & keep track of student accountability and expectations.
- Disperse, collect & track student permission slips.
- Host student lunch meetings as needed.
- Coordinate chaperones for Cal Poly college study trips.
- Maintain regular communication with the CCMS Outreach Team.
- Compile an End of Year Report summarizing completion of program goals and photos documenting student participation and partnership collaboration.

Responsibilities of both COJUSD and Cal Poly San Luis Obispo

- Help identify 11th grade Orosi students for Science Research Mentorship program.
- Communicate with students and families regarding Cal Poly partnership opportunities.
- Attend parent information sessions for the program.
- Regular communication between staff of all program activities.

SECTION 4 - COMPENSATION AND REIMBURSEMENT OF EXPENSES

In order to carry out the services performed under this Agreement, the School will compensate their teacher that is providing supplemental services for time outside of their contractual day, which is a $2,000 teacher stipend plus health and wellness benefits in an approximate amount of $500 for all services related to the Center for Coastal Marine Sciences. In turn, the School will invoice CCMS for the Teacher Stipend, Substitute Pay ($750 for when the teacher attends college study trips during school hours), and Health & Wellness Benefits costs are incurred by the School and CCMS agrees to pay this invoices within 60 days of receipt.

The School will provide transportation for the programs outlined above using their local charter or district's services. Following travel, the School will provide proof of the incurred travel costs and an invoice to CCMS receive reimbursement for transportation costs.

Cutler-Orosi Budgetary Categories	Expense Category	Budget Narrative	Dollar Amount (2025-2026)
1000	Teacher Stipend	Compensation for services teacher provides outside of contractual time	$2000
1000	Substitute Pay	Substitute Pay for teacher coverage, while out on Work Based Learning College Study and STEM Exploration Activities	$750
3000	Health & Wellness Benefits	H&W Benefits for teacher stipend amount	$500
5000	Transportation	Charter Bus Transportation and or Local District Transportation Services	$10,000
Total Amount			$13,750

SECTION 5 - COMPLIANCE WITH LAW

COJUSD and Cal Poly San Luis Obispo shall comply with all applicable federal, state and local laws, regulations and directives, as well as standards set forth by The Joint Commission.

Status of Students

A. The parties agree that COJUSD students are fulfilling specific requirements for study and career exploratory experience, as part of an academic program or certificate requirement and therefore; COJUSD students are not to be considered employees or agents of either COJUSD or any of the Cal Poly San Luis Obispo's parties for any purpose, including employee benefit programs.
B. Students will have the status of learners and will not replace Cal Poly San Luis Obispo or Center for Coastal Marine Sciences staff.
C. Students are subject to the authority, policies and regulations of COJUSD. They are also subject to the same standards that are set for students enrolled at Cal Poly San Luis Obispo.
D. Confidentiality of Student Information. COJUSD agrees that for the purpose of Family Educational Rights and Privacy Act. (FERPA), Cal Poly San Luis Obispo will be considered a COJUSD official with a legitimate educational reason to have access to limited personally identifiable information from student records. COJUSD agrees to provide authorized representatives of Cal Poly San Luis Obispo limited personally identifiable

information about student interns that is reasonably necessary for participation in the internship unless otherwise required by law. No other information from students' education record will be provided unless Cal Poly San Luis Obispo provides written consent from the student to the release of such information and or Cal Poly San Luis Obispo otherwise establishes COJUSD's satisfaction that the need for such information is related to the educational internship experience or the release of such information is in compliance with FERPA. Cal Poly San Luis Obispo agrees that it will not further disclose personally identifiable information about any student that it receives from COJUSD pursuant to this Agreement, unless the student consents in writing to such disclosure or unless Cal Poly San Luis Obispo can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, Cal Poly San Luis Obispo expressly warrants and represents that it will not use the student information provided by the COJUSD for any purpose other than to comply with the terms of its Agreement by the COJUSD unless otherwise required by law.

SECTION 6 - LIABILITY INSURANCE

COJUSD shall maintain insurance as provided in Exhibit E. Cal Poly is self-insured. Further information about the self-insured programs can be requested.

SECTION 7 - REPORTING

In performing services hereunder, Cal Poly shall report to:
Lisa Castillo
Cutler-Orosi Joint Unified School District
K-12 District Director of College and Career
lmcastillo@cojusd.org
12623 Ave. 416
Orosi, CA 93247

SECTION 8 - NOTIFICATION

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party:

For Cal Poly:
Shira Greenbaum, CCMS & SRCF Program Coordinator
Cal Poly Biological Sciences
1 Grand Avenue
San Luis Obispo, CA 93407
sgreen32@calpoly.edu

For District and School: Lisa Castillo
Cutler-Orosi Joint Unified School District
K-12 District Director of College and Career
lmcastillo@cojusd.org
12623 Ave. 416

Orosi, CA 93247

SECTION 9 - COPYRIGHT
Cal Poly shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this agreement.

SECTION 10 - INDEMNIFICATION
School shall defend, indemnify, and hold Cal Poly, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees or agents. Cal Poly shall defend, indemnify, and hold School, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages, are caused by or result from the negligent or intentional acts or omissions of Cal Poly, its officers, employees or agents.

SECTION 11 - REPRESENTATIVES
Any changes to this Agreement may be made only by the following representatives of Cal Poly, or their successor as designated in writing:

Yolanda Valdez	Lisa Castillo	Emily Taylor	Shira Greenbaum
Superintendent	District Director of College and Career	Associate Dean, Bailey College of Science and Mathematics	Program Coordinator, Center for Coastal Marine Sciences & SRCF
COJUSD	COJUSD	Cal Poly San Luis Obispo	Cal Poly San Luis Obispo
12623 Ave. 416 Orosi Ca 93647	12623 Ave. 416 Orosi Ca. 93647	1 Grand Avenue San Luis Obispo, CA 93407	1 Grand Avenue San Luis Obispo, CA 93407
C: 559-351-4641	C: 559-339-8363		C: 831-277-0818
O: 559-528-4763	O: 559-528-4763	O: 805-756-2616	O: 805-756-5376
yvaldez@cojusd.org	lmcastillo@cojusd.org	etaylor@calpoly.edu	sgreen32@calpoly.edu

SECTION 12 - FORCE MAJEURE
Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

SECTION 13 – RELATIONSHIP OF THE PARTIES
In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to

be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

SECTION 14 – THIRD PARTY BENEFICIARY
There are no intended third-party beneficiaries to this Agreement.

SECTION 15 – CONFLICT OF INTEREST
School affirms that, to the best of School's knowledge, no Cal Poly employee who has participated in Cal Poly's decision-making concerning this Agreement has an "economic interest" in this Agreement or School. A Cal Poly employee's "economic interest" means:
A. An investment worth $2,000 or more in School or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of School or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from School or its affiliate; or
D. A personal financial benefit from this Agreement in the amount of $250 or more.
In the event of a change in these economic interests, School shall provide written notice to Cal Poly within thirty (30) days after such change, noting such changes. School shall not be in a reporting relationship to a Cal Poly employee who is a near relative, nor shall a near relative be in a decision-making position with respect to School.

SECTION 14 - ENTIRE AGREEMENT
This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be made in writing and signed by the School and Cal Poly.

SECTION 15 - APPLICABLE LAW
This Agreement shall be governed by the laws of the State of California.

SIGNATURE PAGE

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT SIGNATURES

Yolanda Valdez, Superintendent	**Date**
Lisa Castillo, District Director of College and Career	**Date**

CAL POLY SAN LUIS OBISPO SIGNATURES

Emily Taylor, Bailey College Associate Dean	**Date**
Shira Greenbaum, Program Coordinator, Center for Coastal Marine Sciences & SRCF	**Date**
Ashley Sangster, Cal Poly Procurement Manager	**Date**

EXHIBIT DOCUMENTS

EXHIBIT A: DATA SHARING AGREEMENT

- CCMS and COJUSD will collaboratively share the following:
  - student participation #'s at Orosi High School
  - # of Senior Students that Applied/Were Accepted to Cal Poly
  - Gender/Ethnicity/Significant Sub-Groups
    Student Self-Reported Surveys
  - Cumulative GPA's
- Science Research Mentor Program Student Participation (10-15 Students)
  - Post-Secondary Planning

EXHIBIT B: SCIENCE RESEARCH MENTORSHIP PROGRAM STUDENT REQUIREMENTS

- Student must be willing to dedicate 1-2 hours per week outside of class
  Spring Term: January through May of the agreement year
- Students must express interest in pursuing higher education in a STEM-related major
- Students must meet the following criteria to be meet eligibility criteria for program
  - Students must meet or exceed COJUSD Attendance Policy of 95% or greater
  - Students must have a cumulative GPA of a 3.0 or higher
  - Students must have a satisfactory disciplinary record
  - Students must comply with a minimum of 75% participation rate of program expectations throughout the duration of the program

EXHIBIT C: CERTIFICATE OF LIABILITY INSURANCE

- For specific events and activities at Cal Poly, Certificate of Liability Insurance to be provided at least 7 days prior to the event or activity date.

EXHIBIT D: SCIENCE RESEARCH MENTORSHIP PROGRAM PARTICIPANT & PARENT/GUARDIAN AGREEMENT

CAL POLY
Center *for* Coastal
Marine Sciences

Science Research Mentorship Program

Participant & Parent/Guardian Agreement

Program Information	
Participant Name	
Dates	January - June, 2025
Locations	Partner High School, Cal Poly & Zoom
Program Description	The Science Research Mentorship Program will connect high school learners (mentees) with a Cal Poly student mentor. Weekly zoom meetings will allow Cal Poly student mentors to guide mentees through scientific learning and research that allows them to participate in real-world research and learn valuable skills. In addition, mentees will have the opportunity to learn more about higher education, life on a college campus, and STEM (Science, Technology, Engineering & Mathematics) careers. The program, including multiple visits from Cal Poly faculty/staff/students to the High School and an overnight field trip to Cal Poly is completed funded by the Santa Rosa Creek Foundation.

Participant Responsibilities
- Attend weekly zoom meetings (approximately 1 hour) with Cal Poly mentor and other mentees. - Complete any short assignments from mentor prior to meeting. - Complete any required questionnaires or surveys. - Make every effort to attend the Marine Science Field Trip to the Cal Poly Winter quarter 2025. - Make every effort to attend the Marine Science Field Trip to the Cal Poly Pier and Bailey College of Science and Math Student Research Conference *tentative* May 15-16, 2024. - Make every effort to attend the Rising Senior Marine Science Summer Camp at Cal Poly *tentative* June 22-27, 2025.

I understand the expectations for my participation in this program.

Printed Participant Name: _____ Signature of Participant: _____ Date: _____

	Emergency Contact #1	Emergency Contact #2
Name		
Phone Number		
Email		
Relationship to student		
Preferred language		

I understand the expectations and I give permission for my student to participate in the program.

Parent/Guardian Name: _____ Parent/Guardian Signature: _____ Date: _____

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Regular Board Meeting Agenda
September 11, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COLLEGE OF THE SEQUOIAS (COS) TRIO UPWARD BOUND MATH AND SCEINCE AND OROSI HIGH SCHOOL (OHS)**

ATTACHMENTS: **MOU WITH COS TRIO**

FUNDING SOURCE: **COS TRIO**

DISCUSSION: The Director of College and Career requests the Board approval of the Memorandum of Understanding (MOU) between College of Sequoias TRIO Upward Bound Math and Science Program for the 2025-2026 school year through the 2027-2028 school year. This MOU allows for continued services to Orosi High School students such as Saturday session workshops that focus on Science, Technology, Engineering, and Mathematics (STEM) curriculum and instruction, college application, FAFSA application support, career exploration, college study trips, summer academies, after-school tutorial support, and personal leadership development. All expenses are paid by College of the Sequoias TRIO.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the MOU between COS TRIO Upward Bound Math and Science and OHS.**

PROPOSED ACTION: **APPROVE**

Item #: 18

MEMORANDUM OF UNDERSTANDING BETWEEN

_____

AND

SEQUOIAS COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding ("MOU") made and entered into this ___8/28/2025__ between __Orosi High School ____(hereinafter called the "School"), and Sequoias Community College District (hereinafter called the "College") for the purpose of promoting access, retention, and transfer of post-secondary education via the TRIO/Upward Bound Math & Science program. This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

Mission: The parties agree to participate in a collaborative effort to help achieve student learning through the provision of educational, cultural, and economic development opportunities to our students.

Agreement:

I. SCHOOL RESPONSIBILITIES

A. Provide a smart-classroom space for after school tutoring/homework sessions
B. Provide an interoffice mailbox specifically earmarked for TRIO UBMS
C. Provide a meeting space (as needed) for program personnel to meet with students for one-on-one during or after school sessions
D. Provide a school counselor designated as the Point of Contact (POC) for TRIO UBMS Specialist
E. Allow access to staff bathroom facilities for College staff

II. COLLEGE RESPONSIBILITIES

A. Selecting staff member to interact with program participants
B. Be the employer of record and employ College staff member(s) during Trio sessions
C. Provide support services to program participants and School staff as needed
D. Designate a liaison(s) or point of contact.

III. COORDINATION

The parties to this agreement understand it is a collaborative effort, and that its success depends upon cooperation. Both parties agree to achieve coordination and collaboration by means of communication between College representatives and School representatives. Additional meetings may be held at the request of either party, if necessary

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, or veteran status.

V. STATUS OF COLLEGE AND SCHOOL

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either School or College for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or worker's compensation insurance. Students are, however, considered members of School's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

A. College Insurance. College shall procure and maintain in force during the term of this Agreement, at its sole College and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by College's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000.) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The College shall maintain and provide evidence of workers' compensation and disability coverage as required by law. College shall provide School with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to School. College shall promptly notify School of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. School Insurance. School shall procure and maintain in force during the term of this Agreement, at its sole College and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by School's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000.) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The School shall maintain and provide evidence of workers' compensation and disability coverage as required by law. School shall provide College with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to College. School shall promptly notify College of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION

A. District shall indemnify and hold harmless the School, its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of the COS faculty member and staff.

B. School will indemnify and hold harmless District, its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of its responsibilities under this agreement.

VIII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until August 31, 2028.
B. No Cause Termination. In the event, any party for any reason, within its sole discretion, elects to terminate this MOU, that party shall provide the other parties with thirty (30) days prior notice of the termination of the MOU.

VIII. GENERAL PROVISIONS

A. Amendments. This agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on either party.
B. Participation in Similar Activities. This MOU in no way restricts College from participating in similar activities with other public or private agencies, organizations, and individuals, except as roles and responsibilities have been outlined and agree to in this MOU.
C. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts toge3ther shall constitute one and the same instrument.
E. Entire Agreement. This Agreement is the entire agreement between the parties. This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No part of this Agreement may be modified without the written consent of both parties.
F. Dissolution or Replacement of the Organizations. In the event that either School or College dissolves or is replaced by another entity, this MOU shall be terminated automatically.
G. Governing Law and Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement needed to effectuate changes in state or federal laws following the execution of this Agreement.
H. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
I. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

J. No Endorsement. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by either party.

K. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

L. No Monetary Obligation. There shall be no monetary obligation on the College or the School, one to the other.

M. Confidential Information. Each Party acknowledges that confidential information consists of confidential and proprietary information. Except as required by law, each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of it own Confidential Information, but with at least a reasonable degree of care. Each Party agrees not to make use of this Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any third party other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement

N. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

O. Venue. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Tulare County, California.

SCHOOL: Orosi High School 1849 E

41815 Rd 128, Orosi CA 93647

Attn:_____

_____

COLLEGE:

Sequoias Community College District

915 S. Mooney Blvd.

Visalia, CA 93277

Attn: Administrative Services

Authority to Execute. The signatories to this Agreement represent that they have authority or have received authority from each Party's respective governing body to execute this Agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement:

SCHOOL:

_____

Signature

COLLEGE:

_____

Signature



Title	**Title**
Date	**Date**

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**RATIFY SUBAWARD AGREEMENT FOR PROFESSIONAL SERVICES WITH CALIFORNIA STATE UNIVERSITY, FRESNO (CSU FRESNO) FOUNDATION**
ATTACHMENTS:	**AGENCY AGREEMENT WITH CSU FRESNO FOUNDATION**
FUNDING SOURCE:	**N/A**

DISCUSSION: The Director of College and Career requests Board ratification of the Subaward Agreement for professional services between CSU Fresno Foundation and COJUSD, not to exceed $58,000, to continue supporting the Dual Enrollment (DE) Math Bridge program services that provides equitable access to transfer-level math courses with embedded support to high school students enrolled at Orosi High School. Services include professional learning to high school teachers. Other activities include team course planning, development of common assessments and team grading collaboration.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board ratify Subaward Agreement for professional services with CSU Fresno Foundation.**

PROPOSED ACTION: **RATIFY**

Item #: 19

SUBAWARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION
AND
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Subaward Agreement Number:	SC330622-23-38
Subaward Period of Performance:	**07/01/2022** through **06/30/2026**
Amount Funded by this Action:	Not to Exceed **$58,350**
Subrecipient UEI/DUNS Number:	TX52DJ5L3HM1
Registered UEI/DUNS Name:	Cutler-Orosi Joint Unified School District
Primary Award Number:	CSJVK16P
Name of Primary Awarding Agency:	Office of Public School Construction

WHEREAS, the California State University, Fresno Foundation, hereinafter referred to as "**Foundation**", received a 4-year grant from Office of Public School Construction pursuant to the agreement entitled: "K-16 PARTNERSHIP-CSJV '26" **("Funding Contract")**; and

WHEREAS, Cutler-Orosi Joint Unified School District, hereinafter referred to as **"Subrecipient"** has agreed to participate in this effort;

NOW THEREFORE, the **Foundation** and the **Subrecipient** agree as follows:

ARTICLE I
SCOPE OF SERVICES

A. The **Subrecipient** agrees to contribute to the overall goals and objectives of the Funding Contract by providing professional and/or technical services to the **Foundation**, in accordance with and pursuant to the details of this Subaward Agreement ("Agreement"), and specifically Attachment A – Scope of Work, which is attached hereto and incorporated herein by this reference ("Work").

B. The **Subrecipient** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.

C. The services covered by this Agreement shall be performed in accordance with the provisions herein, including all attachments.

D. With respect to the required Work, the **Subrecipient** agrees to be bound to the **Foundation** except as expressly provided herein.

E. In consideration of services rendered, the **Foundation** agrees to pay the **Subrecipient** in accordance with and subject to the provisions of Article IV.

ARTICLE II
GENERAL PROVISIONS

A. This Agreement, including attachments, shall form the entire agreement and understanding between the **Foundation** and the **Subrecipient**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this Agreement in any way.

B. The governing law of this Agreement shall be the law of the State of California, excluding its choice of law provisions. The parties agree that Fresno County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this Agreement.

C. The **Subrecipient** is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. The **Subrecipient** is responsible for compliance with all federal, state, and other tax, labor, safety, health, non-discrimination, and other applicable laws and regulations.

D. Execution of this Agreement by the **Foundation** will be authorization for the **Subrecipient** to proceed with the Work and services specified herein.

E. The **Subrecipient** represents that a review of its existing clients and work has concluded that there exist no known conflicts between such clients and work and the Work to be performed by the **Subrecipient** pursuant to this Agreement. The **Subrecipient** agrees to inform the **Foundation**, in writing, of any discovered conflicts or potential conflicts, which may arise in the course of the Agreement. **Subrecipients** are required to pass conflict of interest conditions to any lower tier(s).

F. Both parties agree that the administration of this Agreement shall be subject in all respects to the Bylaws, policies and procedures of the **Foundation**.
(http://www.auxiliary.com/foundation/Foundation-publicdocs.html)

G. Programmatic Communications to the **Foundation** shall be directed to:

Karri Hammerstrom, Project Director
California State University, Fresno
550 East Shaw Avenue, Suite 100 M/S OF126
Fresno, CA 93710
(559) 419-0613
khammerstrom@csufresno.edu

Fiscal Communications to the **Foundation** shall be directed to:

Linda Christian, Associate Director, Post Award Administration
California State University, Fresno Foundation
4910 North Chestnut Avenue, M/S OF123
Fresno, CA 93726
(559) 278-0852
(559) 278-0992 FAX
lindacar@csufresno.edu

Programmatic Communications to **Subrecipient** shall be directed to:

Lisa Castillo, K-12 District Director of College and Career
Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93247
(559) 528-4763
lisacastillo@cojusd.org

Fiscal Communications to **Subrecipient** shall be directed to:

Faith Coleman, Chief Financial Officer
Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93247
(559) 528-4763
facoleman@cojusd.org

ARTICLE III
TIME, SCHEDULES, AND DELAYS

A. Time is of the essence in this Agreement.

B. The period of this Agreement shall be from **07/01/2022** through **06/30/2026**. The period may be extended, at the **Foundation's** option, by notice in writing to the **Subrecipient** and execution of a written amendment hereto.

C. After commencement of the Work, the **Subrecipient** shall notify the **Foundation** immediately by confirmed fax transmission, and confirm in writing within ten business days, of any event or condition impairing its ability to meet the schedule, together with proposed revisions to the schedule. Delays caused by matters beyond the **Subrecipient's** control shall be excusable, but shall not be compensable beyond the contract amount specified in Article IV(A) below.

ARTICLE IV
CHARGES, INVOICING, AND PAYMENT

A. The total to be paid by the **Foundation** to the **Subrecipient** shall not exceed **$58,350** for the period indicated above, and shall only be paid out of, and will be subject to availability of funding provided by the Funding Contract. Notwithstanding anything to the contrary seemingly contained in this Agreement, the **Foundation** shall in no case be liable to make payment out of its own funds to the **Subrecipient** for any portion of the amount referenced above in this Article IV(A) if funding is ceased or otherwise not provided to the **Foundation** through the Funding Contract. The **Subrecipient** will submit, in arrears, an itemized invoice along with supporting documentation, to the **Foundation** on a monthly basis for costs in accordance with specified line items in Attachment B, Itemized Budget. The final invoice shall be received no later than **07/31/2026**. Invoices shall reference the Subaward Agreement and Purchase Order Numbers and shall include the following certification signed by the designated fiscal contact:

"I hereby certify that this claim for reimbursement of expenditures is true and correct to the best of my knowledge; that all expenditures claimed have been made in accordance with the terms and for the purpose set forth in our contract; and that these expenditures in the amount of $_____ have not been and will not be reimbursed from any other source."

B. Provided that **Subrecipient** is not then in breach of this Agreement, within 20 business days following receipt of invoice, and subject to the provisions of Article IV(A), the **Foundation** will pay the **Subrecipient** for the approved invoice amount. Payment of any invoice by **Foundation** shall not imply inspection, approval, or acceptance of Work by the **Foundation**.

C. Acceptance by the **Subrecipient** of final payment under this Agreement shall constitute a release to the **Foundation** for all claims and liability to the **Subrecipient** for payment hereunder, and for any additional compensation or payment relating to any and all things done or furnished in connection with this Agreement. However, final payment shall in no way relieve the **Subrecipient** of liability for its obligations, or for faulty or defective work, discovered after final payment.

ARTICLE V
INDEPENDENT CONTRACTOR STATUS

A. This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the **Subrecipient** or any persons employed by or representing the **Subrecipient** including subrecipients or employees thereof. The **Subrecipient** shall control the manner and means of accomplishing the performance of the Agreement.

B. **Subrecipient** shall be solely responsible for any and all compensation of individuals providing services pursuant to this Agreement, including but not limited to, federal and state withholding taxes, workers' compensation, and other fringe benefits required by law or contract.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

A. The **Subrecipient** shall maintain throughout the period of this Agreement the following insurance coverages, which shall be written on an "occurrence" basis and provided by insurers that are subject to the approval of the **Foundation**:

1. Workers' Compensation and Employer's Liability insurance, as required by law;
2. Comprehensive General, Bodily injury, and property damage insurance, with $1,000,000 combined single limits (or aggregate limits twice this amount); and
3. Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with $1,000,000 combined single limits (or aggregate limits twice this amount).

If the term of this Agreement exceeds twelve (12) months, then the **Foundation** may in its sole discretion, and upon thirty (30) days' advance written notice to the **Subrecipient**, require that the **Subrecipient**, at **Subrecipient's** sole cost and expense, acquire insurance having: (i) higher coverage limits, and/or (ii) additional types or amounts of coverage. Within fourteen

(14) days after such a directive being made by the **Foundation** to the **Subrecipient**, **Subrecipient** shall provide the **Foundation** certificates of insurance evidencing compliance with such directive.

B. The **Subrecipient** shall hold harmless, defend, and indemnify the **Foundation**; the Trustees of the California State University; the State of California; California State University, Fresno; and all of said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers, from and against all claims, damages, costs, expenses, liabilities and/or losses arising out of, resulting from, or relating to: (1) the failure of the **Subrecipient** to perform its obligations under the Agreement or the performance of its obligations in a willful or negligent manner; (2) the inaccuracy of, or failure to adhere to, any representation or warranty by the **Subrecipient** given in accordance with or contained in the Agreement; and (3) any claim of damages or loss by any supplier or laborer arising out of any alleged act or omission of the **Subrecipient** or anyone directly or indirectly hired or employed by the **Subrecipient**; and (4) all claims, damages and losses arising out of, resulting from, or relating to the negligent acts of omissions or willful misconduct of the **Subrecipient** or anyone directly or indirectly hired or paid by the **Subrecipient**, or anyone for whose acts the **Subrecipient** may be liable. The obligation to indemnify pursuant to this Article shall be effective and shall extend to all such claims and losses in their entirety, even when such claims or losses arise from the comparative negligence of the **Foundation**, its employees, agents, and/or representatives. However, this obligation to indemnify shall not extend to any claims or losses arising out of the sole negligence or willful misconduct of the **Foundation**, its employees, agents, and/or representatives. The indemnification obligations under this Article shall survive any termination or expiration of this Agreement and shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

C. The following shall be named as additional insureds under the general liability and automobile liability policies: "State of California; the Trustees of the California State University; California State University, Fresno; the California State University, Fresno Foundation; California State University, Fresno Association, Inc.; and all of the said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers."

D. All such insurance required by this Article shall contain a waiver of subrogation as to and in favor of: the State of California; the Trustees of the California State University; California State University, Fresno; the California State University, Fresno Foundation; California State University, Fresno Association, Inc.; and all of the said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers.

E. Any deductible shall be the **Subrecipient's** sole liability. For any claims related to or arising out of this Agreement, the **Subrecipient's** insurance coverage shall be primary insurance as to all those defined in Article VI(C) above as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of the **Subrecipient's** insurance and shall not count as contributing to it. Certificates of insurance evidencing compliance with this Article VI shall be issued and mailed to the **Foundation** within 7 days of execution by the **Subrecipient** of this Agreement, and thereafter promptly following each policy renewal, and shall provide for no cancellation or modification of coverage without thirty (30) days' prior written notice to the **Foundation**.

ARTICLE VII
MODIFICATIONS

The terms of this Agreement and its attachments may be modified or amended only by a written instrument signed by both parties hereto.

ARTICLE VIII
COMPLIANCE WITH LAW

A. The **Subrecipient** shall carry out the responsibilities of this Agreement in accordance with applicable Federal, State, and local laws.

B. The **Subrecipient** agrees to comply with all terms and conditions of the Funding Contract that is in effect from **07/01/2022** through **06/30/2026** and agrees that this Agreement is subject to all terms and conditions contained in said Funding Contract, which are incorporated herein by this reference.

ARTICLE IX
INSPECTION AND AUDIT

The **Subrecipient** shall maintain records supporting payments made under this Agreement in accordance with applicable laws, rules and regulations. The **Subrecipient's** performance and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of the **Foundation**, at the **Subrecipient's** place of business, upon reasonable notice, during the **Subrecipient's** normal business hours. These records shall be retained for a period of three (3) years from the date of final payment received through this Agreement, or beyond that date, if any audit findings remain unresolved.

ARTICLE X
STANDARD OF CARE

The **Subrecipient** represents that: (i) it is qualified to undertake the Work (Attachment A), (ii) it possesses the means and resources required in order to perform the Work in compliance with this Agreement, and (iii) the Work will be performed in a manner consistent with that level of skill and care ordinarily exercised by other qualified professional consultants under similar circumstances.

ARTICLE XI
SUSPENSION OF WORK

The **Subrecipient** will, upon written notice from the **Foundation**, suspend, delay, or interrupt all or part of the Work, as requested by the **Foundation**. In such event, the **Subrecipient** will resume Work upon written notice from the **Foundation**, provided the **Subrecipient's** staff is still available. An appropriate extension of time will be mutually agreed upon and added to the **Subrecipient's** time of performance if Work is resumed.

ARTICLE XII
DISPUTES

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

ARTICLE XIII
NON-ASSIGNMENT

The **Subrecipient** shall not assign, transfer, or further subaward this Agreement, in whole or in part, without prior written approval by the **Foundation**, which approval or denial shall be at the sole discretion of the **Foundation**. Notwithstanding the foregoing, **Foundation**, at its sole discretion, may assign this Agreement at any time and without the consent or approval of the **Subrecipient**.

ARTICLE XIV
SEVERABILITY AND SURVIVAL

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

ARTICLE XV
TERMINATION

A. The **Foundation** retains the right to terminate this Agreement without cause upon thirty (30) days' advance notice to the **Subrecipient**. Each party retains the right to terminate this Agreement for cause upon fifteen (15) days' advance written notice to the other, which notice shall specify the cause and provide the breaching party with an opportunity to cure the breach within fifteen (15) days.

B. After termination, and subject to the limitations of section IV(A) hereof, the **Subrecipient** will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission of an invoice to the **Foundation**.

ARTICLE XVI
ENTIRE DOCUMENT

This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings.

FOUNDATION

California State University, Fresno Foundation
4910 North Chestnut Avenue, M/S OF123
Fresno, CA 93726-1852
(559) 278-0850
(559) 278-0992 FAX

SUBRECIPIENT

Cutler-Orosi Joint Union High School District
12623 Avenue 416
Orosi, CA 93247-2008
(559) 528-4763
(559) 528-3132 FAX

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Approved for the California State University, Fresno Foundation

by_____

Nicole Lane
Executive Director of Auxiliary Services

Date_____

and

by_____

Elizabeth Sinor
Director, Foundation Financial Services

Date_____

Approved for Cutler-Orosi Joint Unified School District

by_____

Yolanda Valdez
Superintendent

Date_____

ATTACHMENT A
Scope of Work

Central San Joaquin Valley K-16 Partnership

A COLLABORATION OF

Fresno-Madera K-16 Collaborative

TK COLLEGE + CAREER COLLABORATIVE

Cutler-Orosi Joint Unified School District: Scope of Work Summary

Project Name: Dual Enrollment Math Bridge
Lead Partner: Central Valley Higher Education Consortium (CVHEC)
Project Lead Contact: Benjamin Duran, Ed.D., bduran@csufresno.edu
Collaborative Co-Lead Partners:

- Fresno Pacific University, Anna James Miller, anna.miller@fresno.edu
- Sanger High School, Kristian Coronada, kristincoronado@sangerusd.net
- Riverdale High School, Stasha Tiller, stashatiller@rjusd.org
- Sanger West High School, Samuel Polanco, samuelpolanco@sangerusd.net
- Tranquility High School, Joe Trejo, jtrejo@gpud.org
- Firebaugh High School, Anthony Catalan, acatalan@fldusd.org
- Cutler-Orosi Joint Unified School District, Marlena Celaya, macelaya@cojusd.org
- Dinuba Unified School District, Andrew Popp, Andrew.popp@dinuba.k12.ca.us

Project Pathway: Overarching Recovery With Equity

In compliance with OPSC Implementation Partnership Requirements and Commitments, all awarded projects are also subject to the implementation of prioritized pathways or an overarching focus on equity; implementation of target Recovery With Equity recommendations along with the Partnership's key elements, design principles; and supporting activities related to supporting the overarching goals of the Partnership:

1. Increase the number of graduates with postsecondary degrees and certifications in high growth, high wage disciplines that will meet the region's economic and labor market needs.
2. Address race equity, diversity, and inclusion of our vulnerable populations by reducing economic disparities through improved socioeconomic mobility in degree and certification attainment and the labor market.
3. Increase educational attainment levels by improving graduation rates and shortening time to completion for certifications, associate degrees and bachelor's degrees in pathways to employment

ATTACHMENT A
Scope of Work Continued

Summary

Dual Enrollment (DE) Math Bridge will provide equitable access to transfer-level math courses with embedded supported for high school students who are at risk of failing, disproportionately impacted, and/or not currently college-bound. The courses will be provided at no cost to students, on their high school campus, during the regular school day. Also embedded in the courses will be a College Transition Bridge (CT Bridge) curriculum to prepare students for college success.

Dinuba Unified School District will work to:

- Have their High School Math instructors participate in professional development activities including, but not limited to, Team Course Planning, Common Assessments, and Team Grading
- Recruit students and support student participation.

OUTCOMES

The goals of this DE Math Bridge proposal are: (1) develop and maintain strategic high school/college partnerships to address educational inequities and foster college success, (2) provide an intersegmental Professional Development program to foster continuous improvement, (3) utilize dual enrollment as a strategy to close equity and achievement gaps, (4) develop a sustainability plan, (5) scale DE Math Bridge, and develop a sustainable model that can be replicated in other parts of the Central Valley and rural California.

ATTACHMENT B
Itemized Budget

Cutler-Orosi Joint Unified School District

SC330622-23-38
K-PARTNERSHIP-CSJV '26

Description	Year 1	Year 2	Year 3	Year 4	TOTAL
Term	**07/01/22 - 06/30/23**	**07/01/23 - 06/30/24**	**07/01/24 - 06/30/25**	**07/01/25 - 06/30/26**	
Personnel, Salaries, Wages, Benefits	$2,000	$2,000	$2,000	$2,000	$8,000
Materials & Supplies	$0	$500	$500	$500	$1,500
Travel	$0	$450	$450	$450	$1,350
Training & Professional Development	$0	$2,500	$15,000	$30,000	$47,500
TOTAL COSTS	$2,000	$5,450	$17,950	$32,950	$58,350

***Grand total not to exceed $58,350**

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE WORK BASED LEARNING (WBL) WILDLAND FIREFIGHTING FIELD TRAINING AND PRACTICUM OVERNIGHT STAYS FOR FALL 2025 AND SPRING 2026**

ATTACHMENTS: **VROP COVERSHEET. ACTIVITY REQUESTS, AND ITINERARIES**

FUNDING SOURCE: **VALLEY ROP**

DISCUSSION: The Director of College and Career requests Board approval for the students of Cutler-Orosi Joint Unified School District enrolled in the 2025-2026 Wildland Fire Fighting Program to participate in the Fall 2025 WBL Wildland Fire Fighting Field Training and Practicum overnight stay on October 2–3, 2025 and the Spring 2026 WBL Wildland Fire Fighting Field Training and Practicum overnight stay held on April 30–May 1, 2026 both which will take place at Sequoia Lake. These experiences build student readiness in firefighting skills, teamwork, and safety procedures, providing industry-aligned training to prepare them for careers in firefighting and public service. All expenses will be paid by Valley ROP.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the WBL Wildland Fire Fighting Training and Practicum Overnight Stays for Fall 2025 & Spring 2026**

PROPOSED ACTION: **APPROVE**

Item #: 20

Valley ROP
Education that builds careers!
Valley Regional Occupational Program

310 West Myrtle
Reedley, CA 93654
Phone 559-876-2122
Fax 559-876-2102

Wednesday, August 27, 2025

TO: Colette Tamouzian

FROM: Fabrizio Lofaro, Superintendent

DATE: August 26, 2025

RE: Approval Request – Valley ROP Regional Wildland Firefighting Overnight Field Trip

Valley ROP respectfully requests that **CUTLER-OROSI SCHOOL DISTRICT** submits a request for approval through your Board of Trustee of the upcoming overnight field trips associated with the Valley ROP Regional Wildland Firefighting Program. These trips serve as a critical extension of classroom learning, providing students with direct, hands-on field training in collaboration with Reedley College and other fire service partners.

The fall overnight field training will be held on **October 2–3, 2025**, at **Sequoia Lake**, and the spring overnight field training will take place on **April 30–May 1, 2026**, also at Sequoia Lake. These experiences are designed to strengthen student readiness in firefighting skills, team coordination, and safety procedures in real-world settings. All expenses are paid by Valley ROP.

Detailed information regarding the trip, including itineraries, training activities, supervision plans, and safety protocols, is attached to this memorandum for review. Your approval ensures that Valley ROP students may continue to access high-quality, industry-aligned training opportunities that prepare them for careers in firefighting and public service.

Thank you for your continued support of Valley ROP's mission to provide hands-on, career-focused education to our students.

Respectfully,

Sincerely,

Fabrizio Lofaro
Superintendent
Valley Regional Occupational Program

Cutler-Orosi Joint Unified School District

12623 Avenue 416 Orosi, CA 93647

ACTIVITY REQUEST FORM

Teacher in Charge: Mr. Garrison **Date Submitted** 8/15/2025
(must be 2 weeks prior to trip or event)

Type of Activity: Fundraiser ☐ Field Trip ☐ Assembly/Parent Program ☐

Other ☒ WBL: Wildland Firefighter Sequoia Lake Overnight Trip

How many students will participate: 6 Which grade levels are impacted? 12th

Does this activity require an overnight stay? YES ☒ NO ☐

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

Grades/Departments/Club/Team Involved: 12th-grade Wildland Fire Science Students

Activity Date: 10/2/25 Depart @ 6:00 am - Return 10/3/25 @ 3:30 pm (See attached Itinerary)

Activity Time: 6:00 am. Depart the OHS student parking lot for Reedley College

Location #1 Reedley College 995 N. Reed Ave Reedley

Location #2 Sequoia Lake 49716 Highway 180 Miramonte, CA. 93641

Activity Purpose: Students will participate in a Career Technical Education-Wildland Fire Practicum & overnight stay. Students will participate in fire scenarios and exercises that align with the Wildland Fire Fighting course expectations. Students will collaborate with students from other high schools within Fresno, Kings, and Tulare Counties

Transportation Needed? YES ☒ **NO** ☐

If "YES" please complete and attach the Transportation Request Form in this Activity Request form.

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

Name(s) of person(s) driving COJUSD Driver and VROP Driver

What is the impact of this activity/trip on instructional time?

Students must meet academic eligibility requirements in order to participate in this activity. Students must make arrangements to recoup assignments missed with all teachers prior to participating in this activity.

How is this activity correlated to the standards or to topics currently under study?

These activities are directly aligned to: 1) CTE Industry Standards in Natural Resources. 2) College & Career Readiness Standards. 3) District Student Learning Outcomes

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

Who is responsible for collecting money from fundraisers or for field trip? N/A

Remember any field trip must have enough money collected to ensure that all children in the group/club/class can participate whether or not they choose to participate.

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

DocuSigned by: Tim Garrison

Signature of Teacher — Date

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

Signature of Administrator — Date

Approved ___ Rejected___

Pending Board Approval_____ Rejected _____

Reason for Rejection: _____

Orosi High School

WBL: Wildland Firefighter Sequoia Lake Overnight Trip
Thursday, October 2 & Friday, October 3, 2025

VROP Instructors:
Tim Garrison Sam Escutia Marco Solis Jose Sanchez Ron Garcia Rigoberto Torres Brian Vasquez David Cooper Alexis Castro

Purpose:
All Valley ROP Wildland Fire Fighting Students will receive hands-on practicum for a scheduled Field Training Day to demonstrate mastery of skills learned in the course.

- Participation in this Activity is "REQUIRED". All students signed a contract prior to enrollment in the program. ***(Work plan and Personal Code of Conduct Student Contract attached)***

- *See attached list of Suggested Personal Items to bring (All items excluding sleeping bag should be packed in **one "soft" bag).** Do not bring anything valuable !!*

Transportation: CTE Driver to transport students to and from OHS and Reedley College FNR Building. From this point, all VROP students will convoy to and from Sequoia Lake

Thursday, October 2, 2025

6:00 am Depart OHS Student Parking Lot
6:30 am Estimated Arrival at Reedley College FNR Building (Parking Area)
- Destination: 6:30 am. Then all VROP Wildland to carpool to Sequoia Lake

Friday, October 3, 2025

3:00 pm Estimated arrival to Reedley College from Lake Sequoia

3:30 pm Estimated arrival to OHS on Friday, October 3, 2025

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

Student Dress: OHS T-Shirts or CTE Shirt or Uniform. Students should wear Closed Toe Shoes/Tennis Shoes. Students are expected to comply with school dress code policy and in a manner that will reflect professionalism

WORK PLAN
VALLEY ROP (VROP) & REEDLEY COLLEGE (RC)
WILDLAND FIRE
SEQUOIA LAKE FIELD EXERCISE (FOR-5 and FOR-8)
10/02/2025-10/03/2025

VROP Instructors:

Tim Garrison	Sam Escutia	Marco Solis
Jose Sanchez	Ron Garcia	Rigoberto Torres
Brian Vasquez	David Cooper	Alexis Castro

Course Objective:

This course will provide field experience in performance of forestry technician skills at the College Forest. You should perform the work as though this is a job. The instructors observe your performance in order to recommend you for summer employment. VROP and Reedley College students have proudly served a very important function at the Sequoia Lake forest for many years. You will have an opportunity to continue that tradition.

The primary objective is to expose students to a realistic work environment. Secondary objectives include:

- Learn to accomplish tasks in a safe and professional manner under forest conditions.
- Develop new work skills and strengthen established ones.
- Develop and strengthen the teamwork approach to a crew work setting.
- Accomplish physical and technical forestry projects that enhance the environmental condition of our school forest and accomplish the goals of the Sequoia Lake YMCA.
- Help meet and further advance our agreement with the Sequoia Lake YMCA to provide meaningful, realistic forestry work projects in a realistic career setting
- To advance the concepts of leadership and professionalism.
- To develop skills in environmental awareness.

General Information:

- Those VROP students who do not participate in the overnight field trip will be given a classroom assignment; their counselor will be notified they are not participating; and they will report to the attendance office for VROP class designated time period to complete their assignment. They will be expected to attend their other normal high school classes.
- This field trip is a Reedley College credited trip. Students will be graded on participation in activities as well as the safe and proper use of tools and equipment. Attitude and deportment is part of the grade.
- The VROP class will travel with Reedley College students to Sequoia Lake. Reedley College provides bus transportation. All students are required to ride on the bus to and from Reedley College. Limited unsecure parking is available at the college for students that need to drive their own vehicle to the college. It is recommended that students share rides or have a parent, guardian or friend to drop them off and pick them up.
    - Bus leaves at 0700 on 10/02/25. Students need to be at Reedley College at 0630 to load their gear on the bus and assist loading work tools and equipment.
    - Bus returns to Reedley College and is expected to be at the college by 3:00 PM on 10/03/2025.
- Meals are provided except for breakfast and lunch on 10/02 (first day). Breakfast should be eaten before arriving at the college on 10/02. Students will need to provide lunch and drinks that first day (10/02). Lunch should be able to be carried in their back-pack. Dinner (10/02) and breakfast (10/03/25) will be served in the dining hall and are served "family style". Dinner is served at 1800 and breakfast at 0700. Lunch material is provided

on the second day (10/03/2025) during breakfast and each student will prepare their own lunch.

- Lodging is provided in cabins. **A sleeping bag will be needed.**
- Showers and toilet facilities are available in a communal facility.
- Each student will need to provide basic toiletries, towel, soap, shampoo, dental products and towel.
- Besides PPE work clothes, students may want to bring one change of clothes. Old blue jeans, underwear, socks, long sleeve shirt, tennis shoes, work jacket, sweatshirt or "hoodie". Do not bring any "fancy or valuable" clothes. All toiletries and extra clothes should be packed in one soft bag.
- All students will have PPE (hardhats, gloves, boots, fire resistant shirt, eye protection, ear protection, and fire resistant trousers with **belt**.) Students without all required PPE will not be permitted to participate in work activities. Students will need a backpack to carry water, lunch, and IRPG. Students will need to have a pen or pencil and a few sheets of paper to take notes.
- Work assignments will vary with conditions at the Sequoia Lake site. It will range from snow damage clean-up of damaged trees and vegetation to firebreak construction. Students expect to utilize various hand-tools (McLeod, Shovel, Pulaski) along with chainsaws and wood chippers. ROP students may work with college students.
- Students can expect to hike to work areas from the camp area. Travel will be single file with 10 foot spacing and carry tools and equipment in an orderly and safe manner.
- There may be bees, snakes, rodents, and other wild animals in and around the work area. Please refrain from taking food, snacks, etc. to your sleeping cabin. Rodents and BEARS love to break in to feed on your "goodies".
- The ground will be unlevel and obstacles will make foot travel challenging. Forestry equipment and crew work possess a risk of injury. Students should be cautious at all times. Report all accidents and injuries to an instructor immediately. REPORT ALLERGIES TO BEES, OR OTHER MEDICAL CONCERNS TO AN INSTRUCTOR PRIOR TO THE SEQUOIA LAKE TRIP.
- There will be NO USE OF DRUGS OR ALCOHOL during the field trip. This is a zero tolerance policy and any deviation may result in expulsion from VROP class.
- Cell phone coverage ranges from very limited to non-existent. Land-line phones are available for emergency situations.
- Weather at Sequoia Lake can vary from warm days and cool/cold nights. There is a possibility that snow will still be on the ground in the shaded areas. A jacket or "hoodie" is recommended. Rain showers are possible and students should have rain gear or "poncho".
- It is recommended that you treat your work boots with "water-proof" oil or grease.
- After dinner on 10/02/2025, the students are free to fish, hike and enjoy the "great outdoors"

SUGGESTED PERSONAL ITEMS TO BRING. (All items excluding sleeping bag should be packed in **one "soft" bag**.). Do not bring anything valuable!!

- Toiletries (toothpaste, toothbrush, soap, shampoo, etc)
- Mosquito-insect repellant
- Rx medicines (if needed)
- Towel
- Sleeping bag
- Work Jacket or "hoodie"
- Tennis shoes
- "Flip-flops"
- Change of underwear
- Change of socks
- Long sleeve shirt
- Hat
- Rain gear or "poncho"
- Flashlight
- Pocket knife (optional)

PERSONAL CODE OF CONDUCT
STUDENT CONTRACT

As a student enrolled in the Forest/Park Technology program at Reedley College of the State Center Community College District within the Community College system of the State of California, I agree to abide by the rules and regulations as outlined in the Reedley College catalog, under "Policy", and the additional provisions included herein:

1. No alcohol or other non-prescription drugs are permitted on the RC campus, on any field trip, or at the RC school forest at Sequoia Lake.
2. No smoking, except in designated areas.
3. All students will participate in the entire field trip, beginning and ending at RC. All transportation will be provided by the college. No personal vehicles will be allowed without a valid reason and prior written permission.
4. Rules pertaining to safety will be strictly observed.
5. No firearms, pets, or persons not enrolled in the field course are allowed.
6. Rules, policies, and procedures specific to the property owner will be observed.
7. Students will remain on the worksite for the duration of the field trip.
8. Mature, appropriate behavior is expected of everyone throughout the day and night.
9. Students will arrive promptly at briefing location at 8:00 am Thursday and Friday and participate in all assigned tasks and remain productive until their release at 1500 on Friday.

Anyone not conforming to the above conditions may not receive course credit and may be immediately expelled.

By signing this document, I acknowledge my personal commitment and responsibilities as they relate to the Forest/Park Technology program at Reedley College, and I understand and accept the consequences for my personal actions as they relate to the provisions laid herewith.

Printed Name: _____

Date_____

Signature_____

Wildland Fire Fighting

Sequoia Lake



Dates:

- October 2nd, and 3rd 2025

Details:

- Students to bring lunch on first day
- Students will be fed: dinner, breakfast, and lunch accordingly
- Students should bring water cannister
- Students to sleep in cabins

Students will participate in fire-based scenarios with the Wildland Fire Academy

Permission Forms, Uniforms, Physical Activity

Students need to be at Reedley College: 6:30AM on Oct. 2rd
Students to return to Reedley College: 3:00PM on Oct 3rd

Wildland students will be transported via charter bus between Reedley College and Sequoia Lake

Cutler-Orosi Joint Unified School District

12623 Avenue 416 Orosi, CA 93647

ACTIVITY REQUEST FORM

Teacher in Charge: Mr. Garrison **Date Submitted** 8 / 18 / 26
(must be 2 weeks prior to trip or event)

Type of Activity: Fundraiser [ ] Field Trip [ ] Assembly/Parent Program [ ]
Other [X] WBL: CTE Wildland Fire Science Practicum and Overnight Stay
How many students will participate: 6 Which grade levels are impacted? 12th
Does this activity require an overnight stay? YES [X] NO [ ]

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

Grades/Departments/Club/Team Involved: 12th-grade Wildland Fire Science Students
Activity Date: 4/30/26 - 5/1/26 Estimated return @ 5/1/26 @ 3:30 pm (See attached Itinerary)
Activity Time: 6:00 am. Depart the OHS student parking lot for Reedley College
Location #1 Reedley College 995 N. Reed Ave, Reedley
Location #2 Sequoia Lake 49716 Highway 180 Miramonte, CA. 93641
Activity Purpose: Students will participate in a Career Technical Education-Wildland Fire Practicum & overnight stay. Students will participate in fire scenarios and exercises that align with the Wildland Fire Fighting course expectations. Students will collaborate with students from other high schools within Fresno, Kings, and Tulare Counties. See the itinerary attached
Transportation Needed? YES [X] **NO** [ ]
If "YES" please complete and attach the Transportation Request Form in this Activity Request form.

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

Name(s) of person(s) driving COJUSD Driver and VROP Driver
What is the impact of this activity/trip on instructional time?
Students must meet academic eligibility requirements in order to participate in this activity. Students must make arrangements to recoup assignments missed with all teachers prior to participating in this activity.
How is this activity correlated to the standards or to topics currently under study?
These activities are directly aligned to: 1) CTE Industry Standards in Natural Resources. 2) College & Career Readiness Standards. 3) District Student Learning Outcomes
If this is a fundraising activity, explain how and when money will be collected. N/A

Who is responsible for collecting money from fundraisers or for field trip? N/A
Remember any field trip must have enough money collected to ensure that all children in the group/club/class can participate whether or not they choose to participate.
Prior to approval of this activity, the Administrator may require input from other staff members to ensure a balance between academic focus and maximization of instructional time. If the request is not approved, the staff should work cooperatively with the Principal to see possible compromises and/or solutions.

DocuSigned by:
Tim Garrison
[redacted] [redacted]
Signature of Teacher Date

[redacted] [redacted]
Signature of Department Chair/Grade Level Lead Date
or Activity Director

[redacted] [redacted]
Signature of Administrator Date

Approved ___ Rejected___
Pending Board Approval_____ Rejected ____

Reason for Rejection: _____

Orosi High School

WBL: CTE Wildland Fire Science Practicum & Overnight Stay
Itinerary for Thursday, April 30 & Friday, May 1st. 2026

Instructor: Tim Garrison

Purpose:
All Valley ROP Wildland Fire Fighting Students will receive hands-on practicum for a scheduled Field Training Day to demonstrate mastery of skills learned in the course.

- Participation in this Activity is "REQUIRED". All students signed a contract prior to enrollment in the program.

6:00 a.m. Depart OHS Student Parking Lot Thursday, March 30, 2026
6:30 a.m. Estimated Arrival at Reedley College FNR Building (Parking Area)

- Destination: Reedley College 995 N. Reed Ave. Reedley Ca. then all VROP Wildland to carpool to Sequoia Lake

DAY 1

0630 – Leave Reedley College
0830 – Arrive at Sequoia Lake (Orientation, Cabin assignment, work projects)
1200 – Lunch – (students bring their own lunch on this first day)
1230 – 1630 Work Projects
1630 – Clean up, service tools
1700 – Dinner
1800 – Free Time
2200 – Cabin Lights Out

DAY 2

0700 – Breakfast, Make Lunches & Cabin Clean-Up
0800 – Work Projects, Field Testing and Evaluations
1200 – Lunch
1230 – Work Projects, Field Testing and Evaluations
1300 – Clean up, service tools

Transportation: CTE Driver to transport students to and from OHS and Reedley College FNR Building. From this point, all VROP students will convoy to and from Sequoia Lake

3:00 pm Estimated arrival to Reedley College from Lake Sequoia

3:30 pm Estimated arrival to OHS on Friday, May 1, 2026

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

Student Dress: OHS T-Shirts or CTE Shirt or Uniform. Students should wear Closed Toe Shoes/Tennis Shoes. Students are expected to comply with school dress code policy and in a manner that will reflect professionalism

WORK PLAN
VALLEY ROP (VROP) & REEDLEY COLLEGE (RC)
WILDLAND FIRE
SEQUOIA LAKE FIELD EXERCISE (FOR-108 and FOR-109)
04/30/2026-05/01/2026

VROP Instructors:

Tim Garrison	Sam Escutia	Marco Solis
Jose Sanchez	Ron Garcia	Rigoberto Torres
Brian Vasquez	David Cooper	Alexis Castro

Course Objective:

This course will provide field experience in performance of forestry technician skills at the College Forest. You should perform the work as though this is a job. The instructors observe your performance in order to recommend you for summer employment. VROP and Reedley College students have proudly served a very important function at the Sequoia Lake forest for many years. You will have an opportunity to continue that tradition.

The primary objective is to expose students to a realistic work environment. Secondary objectives include:

- Learn to accomplish tasks in a safe and professional manner under forest conditions.
- Develop new work skills and strengthen established ones.
- Develop and strengthen the teamwork approach to a crew work setting.
- Accomplish physical and technical forestry projects that enhance the environmental condition of our school forest and accomplish the goals of the Sequoia Lake YMCA.
- Help meet and further advance our agreement with the Sequoia Lake YMCA to provide meaningful, realistic forestry work projects in a realistic career setting
- To advance the concepts of leadership and professionalism.
- To develop skills in environmental awareness.

General Information:

- Those VROP students who do not participate in the overnight field trip will be given a classroom assignment; their counselor will be notified they are not participating; and they will report to the attendance office for VROP class designated time period to complete their assignment. They will be expected to attend their other normal high school classes.
- This field trip is a Reedley College credited trip. Students will be graded on participation in activities as well as the safe and proper use of tools and equipment. Attitude and deportment is part of the grade.
- The VROP class will travel with Reedley College students to Sequoia Lake. Reedley College provides bus transportation. All students are required to ride on the bus to and from Reedley College. Limited unsecure parking is available at the college for students that need to drive their own vehicle to the college. It is recommended that students share rides or have a parent, guardian or friend to drop them off and pick them up.
    - Bus leaves at 0700 on 04/30/2026. Students need to be at Reedley College at 0630 to load their gear on the bus and assist loading work tools and equipment.
    - Bus returns to Reedley College and is expected to be at the college by 3:00 PM on 05/01/2026.

- Meals are provided except for breakfast and lunch on 04/30 (first day). Breakfast should be eaten before arriving at the college on 04/30. Students will need to provide lunch and drinks that first day (04/30). Lunch should be able to be carried in their back-pack. Dinner (04/30) and breakfast (05/01/2026) will be served in the dining hall and are served "family style". Dinner is served at 1800 and breakfast at 0700. Lunch material is

provided on the second day (05/01/2026) during breakfast and each student will prepare their own lunch.

- Lodging is provided in cabins. **A sleeping bag will be needed.**
- Showers and toilet facilities are available in a communal facility.
- Each student will need to provide basic toiletries, towel, soap, shampoo, dental products and towel.
- Besides PPE work clothes, students may want to bring one change of clothes. Old blue jeans, underwear, socks, long sleeve shirt, tennis shoes, work jacket, sweatshirt or "hoodie". Do not bring any "fancy or valuable" clothes. All toiletries and extra clothes should be packed in one soft bag.
- All students will have PPE (hardhats, gloves, boots, fire resistant shirt, eye protection, ear protection, and fire resistant trousers with **belt**.) Students without all required PPE will not be permitted to participate in work activities. Students will need a backpack to carry water, lunch, and IRPG. Students will need to have a pen or pencil and a few sheets of paper to take notes.
- Work assignments will vary with conditions at the Sequoia Lake site. It will range from snow damage clean-up of damaged trees and vegetation to firebreak construction. Students expect to utilize various hand-tools (McLeod, Shovel, Pulaski) along with chainsaws and wood chippers. ROP students may work with college students.
- Students can expect to hike to work areas from the camp area. Travel will be single file with 10 foot spacing and carry tools and equipment in an orderly and safe manner.
- There may be bees, snakes, rodents, and other wild animals in and around the work area. Please refrain from taking food, snacks, etc. to your sleeping cabin. Rodents and BEARS love to break in to feed on your "goodies".
- The ground will be unlevel and obstacles will make foot travel challenging. Forestry equipment and crew work possess a risk of injury. Students should be cautious at all times. Report all accidents and injuries to an instructor immediately. REPORT ALLERGIES TO BEES, OR OTHER MEDICAL CONCERNS TO AN INSTRUCTOR PRIOR TO THE SEQUOIA LAKE TRIP.
- There will be NO USE OF DRUGS OR ALCOHOL during the field trip. This is a zero tolerance policy and any deviation may result in expulsion from VROP class.
- Cell phone coverage ranges from very limited to non-existent. Land-line phones are available for emergency situations.
- Weather at Sequoia Lake can vary from warm days and cool/cold nights. There is a possibility that snow will still be on the ground in the shaded areas. A jacket or "hoodie" is recommended. Rain showers are possible and students should have rain gear or "poncho".
- It is recommended that you treat your work boots with "water-proof" oil or grease.
- After dinner on 04/30/2026, the students are free to fish, hike and enjoy the "great outdoors"

SUGGESTED PERSONAL ITEMS TO BRING. (All items excluding sleeping bag should be packed in **one "soft" bag**.). Do not bring anything valuable!!

- Toiletries (toothpaste, toothbrush, soap, shampoo, etc)
- Mosquito-insect repellant
- Rx medicines (if needed)
- Towel
- Sleeping bag
- Work Jacket or "hoodie"
- Tennis shoes
- "Flip-flops"
- Change of underwear
- Change of socks
- Long sleeve shirt
- Hat
- Rain gear or "poncho"
- Flashlight
- Pocket knife (optional)

PERSONAL CODE OF CONDUCT
STUDENT CONTRACT

As a student enrolled in the Forest/Park Technology program at Reedley College of the State Center Community College District within the Community College system of the State of California, I agree to abide by the rules and regulations as outlined in the Reedley College catalog, under "Policy", and the additional provisions included herein:

1. No alcohol or other non-prescription drugs are permitted on the RC campus, on any field trip, or at the RC school forest at Sequoia Lake.
2. No smoking, except in designated areas.
3. All students will participate in the entire field trip, beginning and ending at RC. All transportation will be provided by the college. No personal vehicles will be allowed without a valid reason and prior written permission.
4. Rules pertaining to safety will be strictly observed.
5. No firearms, pets, or persons not enrolled in the field course are allowed.
6. Rules, policies, and procedures specific to the property owner will be observed.
7. Students will remain on the worksite for the duration of the field trip.
8. Mature, appropriate behavior is expected of everyone throughout the day and night.
9. Students will arrive promptly at briefing location at 8:00 am Thursday and Friday and participate in all assigned tasks and remain productive until their release at 1500 on Friday.

Anyone not conforming to the above conditions may not receive course credit and may be immediately expelled.

By signing this document, I acknowledge my personal commitment and responsibilities as they relate to the Forest/Park Technology program at Reedley College, and I understand and accept the consequences for my personal actions as they relate to the provisions laid herewith.

Printed Name: _____

Date_____

Signature_____

Valley ROP
Education that builds careers!

Wildland Fire Fighting

Sequoia Lake



Dates:

- April 30th and May 1st, 2026

Details:

- Students bring lunch on the first day
- Students will be fed: dinner, breakfast, and lunch accordingly
- Students should bring a water canister
- Students to sleep in cabins

Students will participate in fire-based scenarios with the Wildland Fire Academy

Permission Forms, Uniforms, Physical Activity

Students need to be at Reedley College: 6:30AM on April 30th
Students to return to Reedley College: 3:00PM on May 1st

Wildland instructors to transport students between Reedley College and Sequoia Lake

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFICATION OF AGENCY AGREEMENT BETWEEN TCOE AND COJUSD FOR THE CALIFORNIA CENTER ON TEACHING CAREERS**

ATTACHMENTS: **MOU**

FUNDING SOURCE: **N/A**

DISCUSSION:
It is requested that the Board approve the Agency Agreement between Tulare County Superintendent of Schools and COJUSD for the California Center on Teaching Careers Program. This program is intended to mentor and support student teachers (teacher residents) in order to retain and prepare them for future careers with our District. This agreement shall become effective as of August 1, 2025 and will expire on June 30, 2026.

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

BOARD GOAL:

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

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

PROPOSED ACTION: **RATIFY**

Item #: 21

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

August 11, 2025

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

Ms. Yolanda Valdez,

Attached is your Memo of Understanding from California Center on Teaching Careers.

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

M26011

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

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of August 1, 2025, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and Cutler-Orosi Joint Unified School District, referred to as DISTRICT, which wishes to provide services as described in the attached SCOPE OF SERVICES.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Memorandum of Understanding (MOU) shall become effective as of August 1, 2025, and will expire on June 30, 2026.

2. **SERVICES:** The parties involved will each be responsible for the items outlined in the attached Scope of Services.

3. **MUTUAL AGREEMENTS**
   - Both parties agree to collaboratively resolve any issues that arise in a timely and professional manner.
   - Both parties will maintain compliance with all federal, state, and local laws, including credentialing and grant requirements.
   - Both parties will protect the confidentiality of students' and resident(s) records per FERPA, DISTRICT, and SUPERINTENDENT policies.

4. **INDEMNIFICATION:** The SUPERINTENDENT and the DISTRICT agree to hold each other harmless and to defend and indemnify the other party, including their respective agents, officers, and employees, against any liability, claims, actions, costs, damages, or losses of any kind. This includes, but is not limited to, injury or death to any person and/or damage to property that arises from the activities conducted by the SUPERINTENDENT or the DISTRICT, or their agents, officers, and employees under this MOU. Each party will provide this indemnification to the other regarding its activities performed per this MOU, or as a result of the relationship established by it. This includes any claims from any taxing authority asserting that an employer-employee relationship exists due to this MOU, as well as any claims alleging civil rights violations under Government Code section 12920 et seq. (California Fair Employment and Housing Act). The indemnification obligation will continue beyond the term of this MOU for any acts or omissions that occur under this MOU or any extension of it.

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5. **AMENDMENT:** Amendments may be made by mutual written agreement of both parties.

6. **TERMINATION:** Either party may terminate this MOU without cause by providing thirty (30) days' written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their acceptance of this Memorandum of Understanding by their authorized signatures below.

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

Signature: Yolanda Valdez (Aug 13, 2025 09:55:36 PDT)

Date: 08/11/2025

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

Signature:

Date: 8/11/25

TCOE Program Information
Contact Person & Phone #: Karla Doyer | (559) 302-3729 | karla.doyer@tcoe.org

Please return an original copy to: Tulare County Office of Education
Attn: Internal Business Services Secretary
PO Box 5091
Visalia, CA 93278-5091

SCOPE OF SERVICES

RESPONSIBILITY OF SUPERINTENDENT:

1. Hire the appropriate staff and key personnel to fully execute the project's goals and deliverables.
2. Provide a working space/area for staff and key personnel to operate and conduct daily responsibilities.
3. Provide ongoing communication, coordination, and collaboration throughout the project.
4. Schedule in-person classroom visits or video conferences, as needed, to review processes and make necessary adjustments to the project.
5. Establish procedures for evaluating and improving programs.
6. Create marketing materials for recruiting teacher candidates.
7. Execute the recruitment and selection of teacher candidates for the project.
8. Develop a mechanism through which teacher candidates can be screened, admitted to a credential program, placed in a classroom, supported through the program, and tracked through program completion.
9. Provide monthly summit training for the teachers, residents, and mentors. These include, but are not limited to, the following:
    a. Project Orientation Meeting
    b. Local/State Evaluation/Data Activities (i.e., Surveys, Questionnaires, Focus Groups, Interviews)
10. Provide professional development sessions related to the Teacher Residency project: 6 Mentor Teacher Summits (Aug. 2025, Sept. 2025, Oct. 2025, Feb. 2026, Mar. 2026, Apr. 2026)
11. Collaborate in creating a system for recruiting, screening, selecting, training, supporting, and compensating mentors/coaches/cooperating teachers.
12. Distribute stipends to residents and mentors following grant guidelines.
13. Create, approve, execute, and administer living stipend contracts for teacher residents, agency agreements and contracts for partners, invoices, and payments for teacher residents and partners.
14. Develop a comprehensive reporting system to collect expenditures, activities, benchmarks, narratives, data, progress updates, matching backup, and other project-related information.
15. Submit required reports to the CTC and other oversight entities.
16. Respond and adhere to all state and federal laws regarding requests for reports, data collection, evaluation, communication, and budget information for the project.

RESPONSIBILITY OF DISTRICT:

1. Provide the necessary staff to meet the expectations of the SUPERINTENDENT.
2. Provide space/facilities for credentialing preparation training, assignment placement, mentor/coaching/cooperating teacher, and teacher residents.
3. Intend to employ project graduates for FOUR consecutive years if the opening is available.
4. Support the project's teacher resident(s) attendance to conferences, and access to technology for professional development.
5. Agree to provide the following support and commitment:
    a. Professional Development for Specific Content Areas for Project Teacher Residents.
    b. DISTRICT co-teacher of coursework.
    c. A Chromebook per teacher resident.
    d. A District email and ID badge per teacher resident.
    e. A necessary portion of FTE Salary/Benefits for the Administrator on an assignment that will assist with facilitating the residency program.
    f. Necessary portion of FTE Salary/Benefits for the HR Administrator to support the project.
6. Participate in the co-selection and placement of the project residents and mentor teachers.
7. Support and permit the active participation of teacher residents and mentors in the monthly summit training. These include, but are not limited to, the following:
    a. Project Orientation Meeting.
    b. Local/State Evaluation/Data Activities (i.e., Surveys, Questionnaires, Focus Groups, Interviews).
8. Support and allow mentors to participate in professional development sessions related to the Teacher Residency project: 6 Mentor Teacher Summits (Aug. 2025, Sept. 2025, Oct. 2025, Feb. 2026, Mar. 2026, Apr. 2026).
9. Add to the school payroll and compensate all project teacher residents as district employees when working as substitutes.
10. Participate in formal and informal evaluations/data collection activities as requested by TCOE through external evaluators (E.g., Surveys, questionnaires, interviews, etc.).
11. Participate in quarterly leadership meetings with TCOE to evaluate and plan projects.

M26011

Final Audit Report 2025-08-13

Created:	2025-08-13
By:	COJUSD M. Macareno (mmacareno@cojusd.org)
Status:	Signed
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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
September 11, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**UPDATE BOARD POLICY 0440 DISTRICT TECHNOLOGY PLAN**
ATTACHMENTS:	**BOARD POLICY 0440 DISTRICT TECHNOLOGY PLAN**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for Board approval is a revision of Board Policy 0440 District Technology Plan. The policy has been updated to acknowledge the potential risks of technology alongside its benefits, and new sections have been added to address alignment with district goals, safe use, and Artificial Intelligence (AI). The policy also clarifies that while a technology plan is no longer state-mandated, the district will continue to require and develop one, and it now specifies the necessary components for that plan.

ITEM SUBMITTED AND APPROVED BY:	***Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Educational Services***
BOARD GOAL:	[X] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
	[ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
	[X] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**
RECOMMENDATION:	**The Superintendent recommends the Board approve updated BP 0440 Technology Plan.**
PROPOSED ACTION:	**APPROVE**

Item #: 22

Policy 0440: District Technology Plan

Status: DRAFT

Original Adopted Date: 04/06/2006

The Governing Board recognizes that technological resources, including resources that utilize artificial intelligence (AI), can enhance student achievement by increasing student access to information, supporting teacher effectiveness, and facilitating the administration of student assessments. Effective use of technology can also increase the efficiency of the district's non-instructional operations and governance. However, the Board also recognizes the potential for technological resources to undermine student achievement, health, and well-being.

The Superintendent shall ensure that technological resources provided to students and staff be aligned to district goals, objectives, and academic standards and shall be used in a safe and responsible manner. Students and staff shall be allowed to use such technology in accordance with district policies, including, but not limited to, policies on AI, academic honesty, data privacy, nondiscrimination, copyright protections, student use of technology, and employee use of technology.

The Superintendent or designee shall develop, and regularly propose revisions to, a comprehensive technology plan based on an assessment of current uses of technology in the district and an identification of future needs, which shall be submitted to the Board for consideration and approval. The Superintendent or designee may appoint an advisory committee consisting of a variety of staff and community stakeholders to assist with the development of the technology plan.

The district's technology plan shall include, but not be limited to, the following:

1. What technological resources will be utilized by the district
2. How these technological resources will be equitably accessible to all students and staff and to all schools
3. How these technological resources will be used to improve educational services
4. What professional development opportunities or materials regarding these technological resources will be made available to staff
5. How AI may be used by students and staff in accordance with Board Policy 0441 - Artificial Intelligence, Board Policy/Exhibit (1) 4040 - Employee Use Of Technology, Board Policy 5131.9 - Academic Honesty, and Board Policy/Exhibit (1) 6163.4 - Student Use Of Technology
6. How students will acquire the knowledge and skills sufficient for digital citizenship, social media and AI literacy, and identifying online misinformation
7. How the district will prevent and respond to cyberattacks, address other cybersecurity concerns, and what steps students and staff can take to enhance security of the systems they use

The district's technology plan shall be integrated into the district's vision and goals for student learning and shall contain research-based strategies and methods for the effective use of technology. When required for state or federal grant programs in which the district participates, the plan shall also address all components required for receipt of such grants.

The Superintendent or designee shall ensure that any use of technological resources in the district protects the private and confidential information of students and employees in accordance with law.

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**UPDATE BOARD POLICY 6142.91 READING / LANGUAGE ARTS INSTRUCTION**
ATTACHMENTS:	**BOARD POLICY 6142.91 READING / LANGUAGE ARTS INSTRUCTION**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for Board approval is a revision of updated BP 6142.91 Reading/Language Arts Instruction to enhance the educational framework by adding "listening, speaking, and composition" to the philosophical statement and clarifying that instructional materials must meet or exceed Common Core State Standards. A significant new section, "Screening for Risk of Reading Difficulties," has been added, which mandates Board adoption of screening tools and the annual assessment of all students in grades K-2. This update also requires that parents be provided with specific information regarding the screening and that employees administering the assessments be appropriately trained.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve updated BP 6142.91 Reading/Language Arts Instruction.**

PROPOSED ACTION: **APPROVE**

Item #: 23

Policy 6142.91: Reading/Language Arts Instruction **Status:** DRAFT

Original Adopted Date: 12/14/2006

The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other areas of study. The Board desires to offer a comprehensive, balanced reading/language arts program that ensures all students have the skills necessary to read fluently and for meaning, and develops students' appreciation for literature. The program shall integrate reading, and oral and written language arts activities in order to build effective communication skills, including listening, speaking, and composition.

For each grade level, the Board shall adopt instructional materials that meet or exceed the Common Core State Standards in the following strands:

1. Reading: Foundational skills, text complexity and analysis, and the growth of comprehension
2. Writing: Text types, responding to reading, production and distribution of writings, and research
3. Speaking and listening: Oral language development, comprehension, flexible communication, and collaboration
4. Language: Conventions, effective use, knowledge of language, and vocabulary

The Superintendent or designee shall ensure that the district's program offers sufficient access to standards-aligned textbooks and other instructional materials. The program shall provide instructional materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.

Screening for Risk of Reading Difficulties

The Board shall adopt, at a public meeting, one or more screening instruments to assess students in grades kindergarten-2 for risk of reading difficulties. The screening instrument(s) adopted by the Board shall provide assessments for both English-speaking and non-English speaking students, in languages reflecting the primary languages of students in the district, to the extent assessments in those languages are available. (Education Code 53008)

The district shall annually assess each student in grades kindergarten-2 for risk of reading difficulties. In determining when during the school year to screen students, the district shall consider whether students have received sufficient instruction in foundational reading skills to support a valid assessment. The district may provide additional student screenings or diagnostic evaluations, as appropriate. (Education Code 53008)

If a student enrolls for the first time in grades kindergarten-2 after the screening instrument(s) has been administered, the district shall assess the student within 45 calendar days of enrollment, unless either: (Education Code 53008)

1. The student's parent/guardian opts out of the screening in writing
2. The student's parent/guardian provides documentation or the district has documentation that the student has had a similar screening in their prior school for their current grade and the parent/guardian was made aware of the results

Students who do not speak sufficient English to be screened with an English-language instrument shall be screened in their primary language if a screening instrument in their primary language is available. If a screening instrument is not available in at least one language in which a student is proficient, the student shall be screened in accordance with Education Code 53008.

When a student acquires sufficient English language knowledge and fluency to be able to be assessed using the district's screening instrument, or if a screening instrument in their primary language becomes available, the district shall assess that student using the appropriate screening instrument. (Education Code 53008)

A student may be exempted from the screening for risk of reading difficulties if the parent/guardian provides prior written consent and the student meets any of the following criteria: (Education Code 53008)

1. Has a current identification or diagnosis of a reading difficulty, reading disorder, or other disability

2. Is eligible for special education and related services pursuant to the Individuals with Disabilities Education Act (IDEA) or a plan pursuant to Section 504 of the Rehabilitation Act of 1973

3. Is in the process of being assessed for eligibility for special education and related services pursuant to IDEA or a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, and the student is being evaluated with diagnostic assessments that make screening for risk of reading difficulties redundant

The district shall, no later than 15 calendar days before administration of the screening instrument(s), provide parents/guardians of students eligible for screening for risk of reading difficulties with information about the screening, including the date(s) of the screening and instructions for how parents/guardians can opt out of their child's screening. (Education Code 53008)

Staffing and Professional Development

Teachers are expected to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The program shall provide ongoing diagnosis of students' skills and, as needed, may provide supplementary instruction during the school day and/or outside the regular school session to assist students who are experiencing difficulty learning to read.

The Superintendent or designee shall make available professional development opportunities that are designed to provide instructional staff with knowledge about how students develop language skills, the ability to analyze students' literacy levels, and mastery of a variety of instructional strategies and materials.

Employees administering screening instruments for risk of reading difficulties shall be appropriately trained to administer the instrument. (Education Code 53008)

Program Evaluation

The Superintendent or designee shall provide the Board with data from state and district reading assessments and program evaluations to enable the Board to monitor program effectiveness.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY AND ADMINISTRATIVE REGULATION 6145.2 ATHLETIC COMPETITION**

ATTACHMENTS: **BOARD POLICY AND ADMINISTRATIVE REGULATION 6145.2 ATHLETIC COMPETITION**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is a revision of updated BP 6145.2: Athletic Competition. This policy has been updated primarily to comply with a new state law (AB 3074) that prohibits the use of "Redskins" and other derogatory Native American terms for school mascots or team names, establishing a compliance deadline of the 2028-2029 school year. Additionally, the policy now requires the district to post a standardized form on its website for reporting racial discrimination at sporting events, mandates adherence to the CIF Code of Conduct, and enhances athlete safety by requiring more detailed emergency action plans and ensuring coaches complete all legally required training. The regulation has been updated to enhance student-athlete safety. It now requires training for coaches on responding to concussions and sudden cardiac arrest, and mandates that every school with an athletic program have at least one automated external defibrillator (AED). In accordance with new state law (AB 3262, 2024), students must also be notified of the AED's location. Additionally, the update clarifies that any notice about filing a discrimination complaint in athletics must now include the name of the district's Compliance Officer as well as the Title IX Coordinator.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve updated BP and AR 6145.2.**

PROPOSED ACTION: **APPROVE**

Item #: 24

Policy 6145.2: Athletic Competition **Status:** DRAFT

Original Adopted Date: 08/10/2017

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

The Board encourages business and community support for district athletic programs, subject to the district's advertising and promotion policy and regulation and other applicable district policies and regulations.

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3. Any district school using or in which any such derogatory term is being used, shall complete the implementation of a new school or athletic team name, mascot, or nickname before the start of the 2028-2029 school year.

If a school selects a new school or athletic team name due to this prohibition, then any purchases or replacements of materials or fixtures due required by the implementation of the new name shall be completed before the start of the 2028-2029 school year. (Education Code 221.3)

The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

Any complaint alleging discrimination in the district's athletic program shall be filed in accordance with the appropriate complaint procedures.

The district shall post on its website the California Department of Education's (CDE) standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form. (Education Code 33353)

California Interscholastic Federation

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section

levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

Student Eligibility

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also teach, enforce, advocate, and model the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and abide by the applicable Code of Conduct adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic training and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

The Superintendent or designee shall develop a written emergency action plan that describes the location of emergency medical equipment, including automated external defibrillator(s), and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events, including concussion and heat illness. The plan shall include a description of the manner and frequency at which the procedures to be followed in the event of medical emergencies will be rehearsed, based on coaches training requirements specified in Education Code 35179.1. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)

Coaches and/or athletic trainers shall comply with any training required by law and in accordance with the accompanying administrative regulation and Administrative Regulation 4127/4227/4327 - Temporary Athletic Team Coaches.

In the event of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the

student as appropriate.

Whenever a serious injury or illness is suffered by a student athlete, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury or illness suffered by the student and any actions taken to treat the student.

Regulation 6145.2: Athletic Competition **Status:** DRAFT

Original Adopted Date: 08/10/2017

Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and Board Policy 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230 5 CCR 4920, 34 CFR 106.41)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with the student's gender identity, irrespective of the gender listed on the student's records, for which the student is otherwise eligible to participate. (Education Code 221.5)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

   The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230, 5 CCR 4922)

   a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments

   b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

   c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in Item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program

2. The provision and maintenance of equipment and supplies

3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices

4. Travel and per diem allowances

5. Opportunities to receive coaching and academic tutoring

6. Assignment and compensation of coaches and tutors

7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school website, or on the district website if the school does not have a website, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

The data reported for Items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the website. (Education Code 221.9)

Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, concussions. (Education Code 35179.1, 49032)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the student sustained a concussion or a head injury, the student shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Heat Illness

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water

available during all athletic activities, and alter practice plans in extreme environmental conditions.

Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's website. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, the student may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until the student is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Automated External Defibrillators

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school that participates in any interscholastic athletic program and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at the athletic program's on-campus activities and events. (Education Code 35179.6)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED, and the provision and posting of information regarding the location of any AED and proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

Additional Notifications

Before students participate in practice or competition as part of interscholastic athletic activities, the Superintendent or designee shall, in addition to providing the students and their parents/guardians with the notices described above, send a notice to the students and their parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Compliance Officer/Title IX Coordinator
2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare
4. Provides information about insurance protection pursuant to Education Code 32221.5

5. Requests parental permission for the student to participate in the program and, if appropriate, to be transported by the district to and from competitions

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

7. Includes a copy of the local CIF league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and the student's parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, and will not use prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476

   The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.

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

AGENDA SECTION:	**CURRICULUM/INSTRUCTION**
AGENDA ITEM:	**APPROVE SEPTEMBER CURRICULUM AND INSTRUCTION REPORT**
ATTACHMENTS:	**N/A**
FUNDING SOURCE:	**N/A**

DISCUSSION: The Director of College and Career Readiness will update the Board on a new initiative allowing students to graduate from high school with an Associate of Arts (AA) degree. This program is made possible through the Intersegmental General Education Transfer Curriculum (IGETC) pathway. The IGETC is a series of courses certified by California community colleges that fulfills the lower-division general education requirements for any campus in the University of California (UC) or California State University (CSU) systems. By completing this curriculum, our students can gain a significant head start on their postsecondary education.

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

BOARD GOAL:

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

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

PROPOSED ACTION: **APPROVE**

Item #: 25

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

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **RATIFY NEW COURSE: CATERPILLAR PROGRAM DIESEL MECHANIC I**

ATTACHMENTS: **VROP COURSE OUTLINE, COURSE ADOPTION FORM, AND FLYER**

FUNDING SOURCE: **VROP**

DISCUSSION: The Director of College and Career requests ratification of the Caterpillar Diesel Mechanic I course outline to open a new career pathway opportunity to 11th and 12th grade students currently enrolled at either Orosi High School and Lovell High School effective the 2025-2026 school year. The course is offered in partnership with Valley ROP and Dinuba Unified School District. The course aligns to the post-secondary Caterpillar Diesel Technician Pathway Program at Reedley College. Expenses for the instructor will be shared by both districts via the Valley ROP Partnership. No additional transportation expenses will be incurred as COJUSD already transports students from Orosi High School to Dinuba High School to participate in the Urban Rural Fire Fighting Program.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board ratify the new course Caterpillar Program Diesel Mechanic I.**

PROPOSED ACTION: **APPROVE**

Item #: 26

VALLEY ROP COURSE OUTLINE

COURSE TITLE: Diesel Mechanic 1

VALLEY ROP #: TR-5654-DiesMechI

CALPADS TITLES: Intermediate Systems Diagnostics, Service, and Repair

CALPADS #: 8531

COURSE CLASSIFICATION: Concentrator

CALPADS SECTOR: Transportation

CALPADS PATHWAY: Systems Diagnostics, Service, and Repair (Pathway 221)

JOB TITLES: Construction Equipment Mechanic, Equipment Mechanic, Equipment Technician, Field Mechanic, Field Service Technician, Field Technician, Heavy Equipment Mechanic, Heavy Equipment Technician, Mechanic, Mobile Heavy Equipment Mechanic

COURSE DESCRIPTION:
This course is designed for students with no prior experience and serves as the perfect entry point into the Caterpillar Diesel Technician Pathway at Reedley College. Students will begin by exploring the basic functions of internal combustion engines using the Caterpillar C1.1 diesel engines. You will learn to identify engine parts, understand how they work together, and safely perform basic service and inspection procedures. Students will also be introduced to the fundamentals of low-voltage electrical systems and basic hydraulics. Emphasis is placed on reading service manuals, interpreting inspection checklists, and understanding safety practices used in the heavy equipment and agriculture industries. By the end of the course, students will be able to identify and describe engine systems, perform preventative maintenance, and demonstrate beginning-level repair and diagnostic skills.

DATE APPROVED:	June 2025
REVISED DATE:	June 2025
HOURS:	180 (Fall Semester)
CREDITS:	10 (Per Semester)
PREREQUISITES:	None
GRADE LEVEL:	11-12
ARTICULATION(S):	UC a-g ("g" pending)
TEXTBOOKS:	TBD

STUDENT OUTCOMES:

- Demonstrate proper safety procedures common to repair facilities.
- Demonstrate proper safety as applied in the use of hand tools.
- Demonstrate proper torquing techniques used on diesel engine repair.
- Demonstrate the use of precision measuring tools.
- Explain the theory and operation of a four-stroke engine.
- Explain compression ratio as it relates to diesel engines.
- Identify engine system components.

- Describe the function of engine subsystem components.
- Utilize service literature for maintenance, service, and repair practices.
- Exhibit the use of Service Information Systems (SIS), manuals, and web-based resources.
- Understand the importance of MSDS sheets.
- Demonstrate the proper use of lifting tools.
- Perform walk-around inspections on construction and agricultural equipment.
- Identify service points on construction and agricultural equipment.

Students will describe the history of diesel engines and diesel systems and their evolution; demonstrate knowledge of the basic principles of diesel systems and engines and how they function; and utilize precision instruments to diagnose and repair basic systems and engines.

COMPETENCIES
Upon completion of this course the student must demonstrate the ability to:

- Describe the history and evolution of diesel engines and sub-systems.
- Explain how the basic principles of diesel systems and engines can be applied to different types of diesel engine makes, configurations, and applications.
- Use industry standard computers and precision equipment to diagnose and repair the basic systems and engines..
- Locate pertinent service information on computer based manuals.
- Demonstrate the basic knowledge and operation of truck/bus/equipment fundamentals.
- Identify basic care and use of machines, tools, and equipment in truck/bus/equipment testing and repair.
- Identify basic care and use of measuring instruments.
- Introduce students to diesel engine fundamentals, safety, tools, basic components, and introductory machine operation.

INSTRUCTIONAL METHODS:
- Role Playing
- In Class Demonstrations
- In Class Drawing
- In Class Lecture
- Online Reference
- Guest Lectures
- Field trips to post-secondary schools
- Visits to industry
- Student Projects based on core subject material

EVALUATION METHODS:
Assessment opportunities, which allow continuous evaluation of students' progress, will be embedded throughout the course and should be a learning experience. All students will be expected to achieve mastery of all topics; often, demonstrations of mastery will occur in a public forum. The following strategies, which include both formal and informal assessment techniques will include, but are not limited to:
- Testing
- Projects/Assignments
- Hands-On
- Written
- Group and Individual
- Portfolio
- Classroom participation
- Industry-related tests
- Punctuality and attendance

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

COURSE ADOPTION FORM

PLEASE ATTACH A COMPLETE COURSE OUTLINE

(Submit to Assistant Superintendent of Educational Services)

FULL TITLE OF PROPOSED COURSE: Diesel Mechanic I

☒ New Course ☐ Revising/Replacing: _____ (Current course title) State CRS Code (CALPADS): 8531

Abbreviated Title: Dies Mech I (15 characters max – including spaces & punctuation)

Course Type: ☐ Academic Course ☐ Non-Academic Course ☐ Honors Course ☐ Advanced Placement ☒ CTE

Local Subject Area: ☐ History/Social Science ☐ English ☐ Mathematics ☐ Life Science ☐ Physical Science ☐ Fine Art ☐ World Language ☐ Physical Education ☒ Elective

Credit Value: ☐ 5 (semester) ☒ 10 (semester - DE only) ☐ 10 (year) **College Prep:** ☐ Yes ☐ No

Per Sem.

Pre-Requisite Course: ☐ Yes ☒ No Pre-Requisite Course Name: _____

A-G Fields: ☐ Yes ☐ No **A-G Subject:** _____ **Grade Level(s):** ☐ 9 ☐ 10 ☒ 11 ☒ 12

Pending Approval on cmp from VROP

Type of Course Adoption Request: ☐ Academy Course ☐ Graduation Requirement ☒ Elective Course ☐ Dual Enrollment

If Dual Enrollment:	**If CTE:**
College: _____	Pathway Number:: 221 (concentrator)
College Course Title: _____	Year Number: 1 (Fall Term)
College Course ID: _____	
College Credit: _____	
Local Credit: _____	

Principal / Program Signature: [signature]	Date: 9/2/15
Assistant Superintendent of Ed Services Signature:	Date
Board Approval Date:	

OFFICE USE ONLY

Assigned Course #: _____

Assigned Course #: _____

Valley ROP
Education that builds careers!

Cutler Orosi Joint Unified School District



CATERPILLAR DIESEL MECHANIC

Regional Course offering entry-level diesel mechanic skills to 11-12th grade students

Valley ROP Regional Class at Dinuba HS will be available for Orosi HS students Fall 2025

Where: **Thursday, August 7th, 2025 to May 29, 2026**
When: **Times - 1:30 to 3:00 pm**

DON'T MISS THIS EXCITING NEW OPPORTUNITY

The new Diesel Mechanic Regional Class will focus on the entry-level skills for the Caterpillar Diesel Mechanics Program at Reedley College. Students will be immersed in hands-on experience with heavy equipment systems. This course combines theoretical knowledge with practical skills. This class is a collaboration between Valley ROP, Cutler-Orosi JUSD, and Dinuba USD.



This class is offered in the afternoon only, and students who take the Diesel Mechanic class can be transported with the Urban/Rural Fire Fighting students to Dinuba HS.

CATERPILLAR®

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

AGENDA SECTION:	**CURRICULUM/INSTRUCTION**
AGENDA ITEM:	**RATIFY NEW COURSE: CATERPILLAR PROGRAM DIESEL MECHANIC II**
ATTACHMENTS:	**VROP COURSE OUTLINE, COURSE ADOPTION FORM, AND FLYER**
FUNDING SOURCE:	**VROP**

DISCUSSION: The Director of College and Career requests ratification of the Caterpillar Diesel Mechanic II course outline to open a new career pathway opportunity to 11th and 12th grade students currently enrolled at either Orosi High School and Lovell High School effective the 2025-2026 school year. The course is offered in partnership with Valley ROP and Dinuba Unified School District. The course aligns to the post-secondary Caterpillar Diesel Technician Pathway Program at Reedley College. Expenses for the instructor will be shared by both districts via the Valley ROP Partnership. No additional transportation expenses will be incurred as COJUSD already transports students from Orosi High School to Dinuba High School to participate in the Urban Rural Fire Fighting Program.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board ratify the new course Caterpillar Program Diesel Mechanic II.**

PROPOSED ACTION: **APPROVE**

Item #: 27

VALLEY ROP COURSE OUTLINE

COURSE TITLE: Diesel Mechanic 2

VALLEY ROP #: TR-5655-DiesMechII

CALPADS TITLES: Intermediate Systems Diagnostics, Service, and Repair

CALPADS #: 8532

CALPADS SECTOR: Transportation

CALPADS PATHWAY: Systems Diagnostics, Service, and Repair (Pathway 221)

COURSE CLASSIFICATION: Capstone

JOB TITLES: Construction Equipment Mechanic, Equipment Mechanic, Equipment Technician, Field Mechanic, Field Service Technician, Field Technician, Heavy Equipment Mechanic, Heavy Equipment Technician, Mechanic, Mobile Heavy Equipment Mechanic

COURSE DESCRIPTION:
Students will dive deeper into the diagnostics and repair techniques used in the heavy equipment and agriculture industries, continuing with the Caterpillar C1.1 engine. Through hands-on lab work and applied learning, students will explore advanced inspection procedures, analyze diagnostic test results, and learn how to safely disassemble and reassemble engine components. This course provides more in-depth training in DC electrical systems and Mobile hydraulic systems. Students will receive training on the fundamentals of hydraulic and electrical systems, including theory, application, and troubleshooting. This course prepares students for transition into college-level diesel technology programs, including the Caterpillar Technician Program at Reedley College. Upon completion, students will have a strong foundation in diesel engine theory, electrical and hydraulic systems, and real-world service practices used by professional diesel mechanics.

Build on foundational diesel skills with in-depth focus on diagnostics, complex systems, heavy machinery operation, and service department procedures.

DATE APPROVED:	June 2025
REVISED DATE:	June 2025
HOURS:	180 (Spring Semester)
CREDITS:	10 (per Semester)
PREREQUISITES:	Diesel Mechanic 1
GRADE LEVEL:	11-12
ARTICULATION(S):	UC a-g ("g" pending)
TEXTBOOKS:	TBD

STUDENT OUTCOMES:
- Demonstrate the ability to remove and install cylinder sleeves.
- Demonstrate component rebuild of basic diesel engine components.
- Demonstrate troubleshooting techniques used in industry.
- Analyze and identify the reusability of diesel engine components.
- Demonstrate ability to diagnose and repair common engine starting problems.
- Demonstrate proper safety procedures relating to diesel engine rebuilding and machine operation.

- Define the role of various safety organizations in the repair industry.
- Define and describe the goals, objectives, and structure of company operations. Identify company product lines.
- Demonstrate use of industry service reports.
- Demonstrate ability to complete forms, timecards, and written communication.
- Demonstrate service procedures on various machine types.
- Demonstrate hitching and unhitching.
- Identify components on various construction/ag machines.

INSTRUCTIONAL METHODS:

- Role Playing
- In Class Demonstrations
- In Class Drawing
- In Class Lecture
- Online Reference
- Guest Lectures
- Field trips to post-secondary schools
- Visits to industry
- Student Projects based on core subject material

EVALUATION METHODS:

Assessment opportunities, which allow continuous evaluation of students' progress, will be embedded throughout the course and should be a learning experience. All students will be expected to achieve mastery of all topics; often, demonstrations of mastery will occur in a public forum. The following strategies, which include both formal and informal assessment techniques, will include, but are not limited to:

- Testing
- Projects/Assignments
- Hands-On
- Written
- Group and Individual
- Portfolio
- Classroom participation
- Industry-related tests
- Punctuality and attendance

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

COURSE ADOPTION FORM

PLEASE ATTACH A COMPLETE COURSE OUTLINE

(Submit to Assistant Superintendent of Educational Services)

FULL TITLE OF PROPOSED COURSE: Diesel Mechanic II

☒ New Course ☐ Revising/Replacing: _____ (Current course title) State CRS Code (CALPADS): 8532

Abbreviated Title: ~~Diesel Mechanics II~~ Dies Mech II
(15 characters max – including spaces & punctuation)

Course Type: ☐ Academic Course ☐ Non-Academic Course ☐ Honors Course ☐ Advanced Placement ☒ CTE

Local Subject Area: ☐ History/Social Science ☐ English ☐ Mathematics ☐ Life Science ☐ Physical Science ☐ Fine Art ☐ World Language ☐ Physical Education ☒ Elective

Credit Value: ☐ 5 (semester) ☒ 10 (semester - DE only) ☐ 10 (year) **College Prep:** ☐ Yes ☐ No
not DE but 10 credits

Pre-Requisite Course: ☒ Yes ☐ No Pre-Requisite Course Name: Diesel Mechanic I in Fall

A-G Fields: ☐ Yes ☐ No **A-G Subject:** _____ **Grade Level(s):** ☐ 9 ☐ 10 ☒ 11 ☒ 12
Pending Approval via CMP from VROP

Type of Course Adoption Request: ☐ Academy Course ☐ Graduation Requirement ☒ Elective Course ☐ Dual Enrollment

If Dual Enrollment:	**If CTE:**
College: _____	Pathway Number:: 221 Capstone
College Course Title: _____	Year Number: 1 (Spring Term)
College Course ID: _____	
College Credit: _____	
Local Credit: _____	

Principal / Program Signature: Linda Castillo	Date: 9/8/25
Assistant Superintendent of Ed Services Signature:	Date
Board Approval Date:	

OFFICE USE ONLY

Assigned Course #: _____

Assigned Course #: _____

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

AGENDA SECTION:	**CURRICULUM/INSTRUCTION**
AGENDA ITEM:	**APPROVE DISPOSAL OF OBSOLETE INSTRUCTIONAL MATERIALS AND EQUIPMENT**
ATTACHMENTS:	**LISTS OF OBSOLETE INSTRUCTIONAL MATERIALS AND EQUIPMENT**
FUNDING SOURCE:	**N/A**

DISCUSSION: Per Board Policy 3270: Sale and Disposal of Books: Equipment and Supplies, instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study and have no foreseeable value in other instructional areas. Attached for Board approval is a list of Orosi High School textbooks to be disposed.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the disposal of obsolete instructional material and equipment.**

PROPOSED ACTION: **APPROVE**

Item #: 28

OHS Textbook Disposal List

Title of Textbook	Edition	Publisher	Published	Quantity
Econonics: Principles & Practices		Glencoe	2005	20
Art in Focus		Glencoe	2006	195
The West in the World		Mcgraw Hill	2014	111
World History: Connections to Today		Prentice Hall	1999	227
Chemistry		Prentice Hall	2008	400
English 3D Issues		Scholastic	2011	108
Conceptual Physics		Prentice Hall	2009	336
Stats Modeling the World AP Edition	3rd	Addison Wesley	2010	28

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **VOTE ON 2025 COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION ELECTION OF COMMITTEE MEMBERS**

ATTACHMENTS: **OFFICIAL BALLOT – 2025 COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION**

DISCUSSION:
The County Committee on School District Organization will hold its annual organizational meeting on October 13, 2025. Representatives shall vote to fill 2 seats on the County Committee on School District Organization. One seat in District 3- and 1 at large member seat. Ballots are due to the county by October 10, 2025.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the Official Ballot – 2024 County Committee on School District Organization.**

PROPOSED ACTION: **APPROVE**

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

September 3, 2025

TO: District Governing Board Representatives/Nomination Committee

FROM: Tim A. Hire, Tulare County Superintendent of Schools TAH-

SUBJECT: Election of Members to the County Committee on School District Organization and Notice of Annual Meeting

You are receiving this memo and ballot because you were selected by your district governing board to be a representative on the nomination committee to vote in the 2025 election of County Committee members. As a representative, you are asked to vote to fill two (2) seats on the County Committee on School District Organization this year. (Education Code § 35023) The term of each County Committee member is 4 years and the new term for these two seats will end in 2029. **Enclosed is your official ballot on which to make your selections.**

Please return your completed ballot on or before October 10, 2025.

Pursuant to Education Code § 4005, the county superintendent of schools is required to call an annual meeting of representatives on the nomination committee and give notice of the meeting to the representatives.

NOTICE OF ANNUAL MEETING
October 13, 2025 at 5:30 p.m.
6200 S. Mooney Blvd., Visalia, CA

You are not required to attend the annual meeting, however, please return the completed ballot on or before October 10, 2025.

The County Committee on School District Organization has a major role in the review and approval of the change to by-trustee area elections, proposals for school district unifications, changes to school district boundaries and transfers of territory from one school district to another within Tulare County school districts and community college districts. The committee is comprised of 11 members, two from each county supervisorial district and one member at-large. For more information about the County Committee, visit the TCOE website at: www.tcoe.org/TCCSDO.

If you have any questions, please contact me or Vanessa Cantu at (559) 733-6312.

Thank you.

Enclosure

OFFICIAL BALLOT – 2025
COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION

School Board representatives shall vote to fill two (2) seats on the Tulare County Committee on School District Organization. (Education Code §35023) The following outlines the necessary qualifications to serve as a County Committee member.

Any registered voter residing in the appropriate county supervisorial district may serve as a county committee member. Members of school district governing boards may serve concurrently as a school district trustee and county committee member. **NO** county superintendent of schools, employee of the office of a county superintendent of schools, employee of a school district, or employee of a community college district shall be a member of the county committee.

Vote for 1 (One) Member for Supervisorial District 3

☐	**Drew Sorensen,** Committee member since 2020 Former superintendent, Woodlake Unified. Former principal at Woodlake High and founding principal of El Diamante High.
☐	***Write-In:***

Vote for 1 (One) Member-At-Large

☐	**Joe Hallmeyer,** Committee member since 1986 and current committee chairperson. Woodlake Unified School District trustee. Former board trustee of Woodlake Union School District.
☐	***Write-In:***

Completed by:

_____ _____

Print Name *Signature*

Representative for: _____ School District

Please return your completed ballot (by mail or email) no later than October 10, 2025 to:

Vanessa Cantu, Business Services
Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091
Email: vanessa.cantu@tcoe.org

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **PUBLIC HEARING TO DETERMINE WHETHER EACH PUPIL, INCLUDING ENGLISH LEARNERS, IN EACH SCHOOL IN THE DISTRICT HAS SUFFICIENT TEXTBOOKS OR INSTRUCTIONAL MATERIALS FOR 2025-2026**

ATTACHMENTS: **NOTICE OF PUBLIC HEARING**

FUNDING SOURCE: **N/A**

DISCUSSION: The Board is required to hold a public hearing or hearings to make a determination, by resolution, as to whether each pupil, including English Learners, in each school in the District has sufficient textbooks or instructions material, or both, that are aligned to the content standards adopted by the State Board of Education.

Hearing Start Time: _____
Hearing End Time: _____

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board hold a hearing to allow for public comments regarding the determination of sufficient textbooks or instructional materials for 2025-2026 for each pupil, including English Learners, in each school in the district.**

PROPOSED ACTION: **APPROVE**

Item #: 30

Educating Minds, Inspiring Futures

NOTICE OF PUBLIC HEARING

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

Administration
Yolanda Valdez
Superintendent

Dr. Brian Zimmerman
Assistant Superintendent
Administrative Services

Shevonne Swanson
Assistant Superintendent
Educational Services

Cutler-Orosi
Joint Unified
School District
12623 Avenue 416
Orosi Ca. 93647
Phone
(559) 528-4763
Fax
(559) 528-3132
www.corusd.org

NOTICE IS HEREBY GIVEN that the **Cutler-Orosi Joint Unified School District** will hold a public hearing, pursuant to Education Code section 60119, regarding the sufficiency of textbooks and instructional materials in order to be eligible to receive funds available for textbooks or instructional materials from any state source. Parents/guardians, teachers, members of the community and bargaining unit leaders are encouraged to participate.

The public hearing will be held at a regular board meeting of the Cutler-Orosi Joint Unified School District governing board on **September 11, 2025.** The board meeting starts at **5:30 p.m.,** at the following location:

Cutler-Orosi Joint Unified School District Office
Board Room
12623 Avenue 416
Orosi, CA 93647

The Cutler-Orosi Joint Unified School District governing board is required to make a determination as to whether each pupil, including English Learners in each school in the school district has sufficient textbooks or instructional materials, or both, in each subject that are aligned to the content standards adopted by the State Board of Education and are consistent with the content and cycles of the curriculum framework adopted by the State Board.

NOTICE IS FURTHER GIVEN that copies of documentation are available to interested members of the public during normal business hours at the following location:

Cutler-Orosi JUSD District Office – Curriculum & Instruction Department
Shevonne Swanson, Assistant Superintendent of Educational Services
12623 Avenue 416, Orosi, CA 93647

Date: August 28, 2025

Cutler- Orosi Joint Unified School District

Superintendent: Yolanda Valdez

Posting Locations:

Cutler Post Office

Orosi Public Library

Pizza Planet

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

Administration
Yolanda Valdez
Superintendent

Dr. Brian Zimmerman
Assistant Superintendent
Administrative Services

Shevonne Swanson
Assistant Superintendent
Educational Services

Cutler-Orosi
Joint Unified
School District
12623 Avenue 416
Orosi Ca. 93647
Phone
(559) 528-4765
Fax
(559) 528-3152
www.cousd.org

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE DA AVISO que **El Distrito Escolar de Cutler-Orosi** tendrá una audiencia pública, de conformidad con el Código de Educación 60119, con respecto a la suficiencia de libros de texto y materiales de instrucción para ser elegible para recibir fondos disponibles para libros de texto o materiales de instrucción de cualquier fuente estatal. Se anima a participar a los padres/tutores, maestros, miembros de la comunidad, y lideres de la unidad de negociación.

La audiencia pública se llevará a cabo durante la junta regular de la mesa directiva del Distrito Escolar de Cutler-Orosi el día **11 de septiembre del 2025**. La junta de la mesa directiva comienza a las **5:30 de la tarde** en la siguiente ubicación:

Oficina del Distrito Escolar de Cutler-Orosi
Salón de Juntas
12623 avenida 416
Orosi, CA 93647

La mesa directiva del Distrito Escolar de Cutler-Orosi debe determinar si cada alumno, incluyendo a los estudiantes de Aprendizaje de Ingles (EL), en cada escuela del distrito escolar tiene suficientes libros de texto o materiales didácticos, o ambos, en cada materia que este alineado con los estándares de contenido adoptados por la Junta Estatal de Educación y son consistentes con el contenido y los ciclos del marco curricular adoptado por la Junta Estatal.

ADEMAS SE NOTIFICA que copias de esta documentación están disponibles para el público durante horas normales de trabajo en la siguiente ubicación:

Oficina del Distrito Escolar de Cutler-Orosi – Departamento de currículo e instrucción
Shevonne Swanson, Asistente Superintendente de Servicios Educativos
12623 Ave 416, Orosi, CA 93647

Fecha: 28 de agosto del 2025

Distrito Escolar de Cutler-Orosi

Superintendente: Yolanda Valdez

Ubicaciones de Publicación:

Oficina de Correo de Cutler

Biblioteca Pública de Orosi

Pizza Planet

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-03: DETERMINING THAT PUPILS HAVE SUFFICIENT TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2025-26**

ATTACHMENTS: **RESOLUTION**

FUNDING SOURCE: **N/A**

DISCUSSION: The Board will have held a public hearing or hearings to make a determination, by resolution, as to whether each pupil, including English Learners, in each school in the District has sufficient textbooks or instructions material, or both, that are aligned to the content standards adopted by the State Board of Education.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board adopt Resolution No. 2025-2026-03; determining that pupils have sufficient textbooks and instructional materials for the 2025-26 school year.**

PROPOSED ACTION: **APPROVE**

Item #: 31

BEFORE THE GOVERNING BOARD OF THE

CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

TULARE COUNTY, CALIFORNIA

In the Matter of Determining that Pupils Have Sufficient Textbooks or Instructional Materials for the 2025-2026 School Year	RESOLUTION NO. 2025-2026-03

RECITALS:

1. Education Code section 60119 establishes requirements that this Board must meet in order for the District to be eligible to receive funds for instructional materials from any state source.

2. The Governing Board of the *Cutler Orosi Joint Unified School District*, in order to comply with the requirements of Education Code 60119, held a public hearing on *September 11, 2025* at *5:30 p.m.*, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

3. The Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

4. The Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

5. Information provided at the public hearing detailed the extent to which sufficient textbooks or other instructional materials were provided to all students, including English learners, in the *Cutler Orosi Joint Unified School District*, and;

6. The definition of "sufficient textbooks or instructional materials" means that each student, including each English learners, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

7. Textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or Common Core State Standards adopted by the State Board of Education;

Findings of Sufficient Textbooks or Instructional Materials

1. Sufficient standards-aligned textbooks or other instructional materials, that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

- Mathematics:
  TK:
  Standards Aligned Units of Study
  K-5:
  Eureka Math 2015
  6-8:
  OER "Illustrative Math": Blended on Distance Learning online program
  Standards aligned units of study
  9-12:
  Math I, II, III: Savvas enVision Integrated Mathematics 2020
  Calculus: Calculus Early Transcendental Functions 2007
  Advanced Math: Blitzer Pre-Calculus 7th edition
  Statistics: Pearson Savvas, Stats in Your World, 3rd Edition 2020
- Science:
  TK:
  Standards Aligned Units of Study
  K-8:
  McGraw Hill: California Inspire Science 2020
  9-12:
  Integrated Science: McGraw Hill: Inspire Physical Science with Earth Science 2021
  Biology: SAAVAS Miller & Levine: Experience Biology The Living Earth 2020
  Chemistry: McGraw Hill: Inspire Chemistry 2020
  Physics: Holt McDougal: Physics
- History-social science:
  TK: Standards Aligned Units of Study
  K-8:
  SAAVAS My World Interactive 2018
  9-12:
  World History: Standards Aligned Units of Study and DBQ
  US History: McGraw Hill: CA Impact 2018
  Economics: McGraw Hill: Economics Principles and Practices 2012
  AP Government: American Politics and Government Today 2022
  Civics: American Government: Roots and Reform 2022

- English language arts, including the English language development component of an adopted program:

  TK:
  Standards Aligned Units of Study Enhanced with Sobrato Early Academic Language (SEAL)
  K-5:
  McGraw Hill: Wonders 2023
  McGraw Hill: Maravillas 2020
  ELD: Standards Aligned Units of Study
  6-8:
  McGraw Hill: StudySync Core ELA 2021
  ELD: EL Achieve: Systematic ELD

  9-12:
  English 1/1H: Expository Reading and Writing Curriculum (ERWC)
  English 2/2H: Expository Reading and Writing Curriculum (ERWC)
  English 3: Expository Reading and Writing Curriculum (ERWC)
  AP English Language: AP Coursework
  Intensive English A/B/C: EL Achieve: Systematic ELD
  ELD 1&2/ALD 1&2: EL Achieve: Systematic ELD

- World language:

  6-12:
  Spanish 1/2/3: Vista Higher Learning: Senderos 2022
  Heritage: Vista Higher Learning: Galeria 2025
  AP Spanish: Temas (2014), AP Spanish Lang. & Culture Exam Prep (2014), Abriendo Puertas Tomo I and II (2003

- Health:

  6-8:
  Health Connected: Teen Talk Middle School 2023
  9-12:
  Health Connected: Teen Talk High School 2022

2. Science laboratory equipment for grades 9 to 12, inclusive, as appropriate, was available for science laboratory classes.

THEREFORE, IT IS RESOLVED that for the 2025-2026 school year, the Cutler Orosi Joint Unified School District has provided each student with sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks.

///

///

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular/special meeting held on September 11, 2025, by the following vote:

List Board Members Names Below:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, Yolanda Valdez, secretary of the governing board of the Cutler-Orosi Joint Unified School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 11th day of September, 2025.

Date: 9/11/2025

_____

Secretary, Board of Trustees

Distribute as follows:

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

Copy to: District File for Annual Audit

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

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF A VARIABLE TERM WAIVER FOR SELENA AGUILERA DURAN**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION:

It is recommended that the Board approve a Variable Term Waiver for Selena Aguilera Duran. Ms. Aguilera Duran is assigned as a Kindergarten Spanish Dual Immersion Teacher for the 2025-2026 school year at Cutler Elementary. Ms. Aguilera Duran is currently in the process of completing necessary coursework/examination to obtain bilingual authorization. This waiver will allow her to teach Dual Immersion Spanish under Education Code 44253.1, until she completes her coursework to obtain the BCLAD.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Variable Term Waiver for Selena Aguilera Duran.**

PROPOSED ACTION: **APPROVE**

Item #: 32

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

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF COMMITTEE OF ASSIGNMENTS/SUBJECT MATTER VERIFICATION FOR THE 2025-2026 SCHOOL YEAR**

ATTACHMENTS: **ASSIGNMENT LIST**

FUNDING SOURCE: **N/A**

DISCUSSION:

Pursuant to EC §44258.7 and §44258.3, the district may establish a Committee on Assignments to review and approve elective course assignments for full-time K–12 teachers outside their credential authorization, and a Subject Matter Verification Committee to assign credentialed teachers to departmentalized classes with verified competence and consent. It is requested that the Board approve the establishment of both committees for the 2025–2026 school year.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the assignments for the 2025-2026 school year.**

PROPOSED ACTION: **APPROVE**

Item #: 33

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT COMMITTEE ON ASSIGNMENTS - ACTIONS FORM

This form is to be retained for review by the CREDENTIALS DEPARTMENT, TULARE COUNTY OFFICE OF EDUCATION

Teacher	COA Assignment	School Site	Grade(s)
Susan Hendrixson	VAPA (Music, Art)	Palm	Elem
Audelina Marid	VAPA (Music, Art)	Cutler	Elem
Hannah Ellis	VAPA (Music, Art)	Golden Valley	Elem

Certification:

( ) Criteria utilized to determine qualifications for assignment is consistent with the district plan on file at the Tulare County Office of Education.
If there is a departure from the district plan, describe the different criteria utilized to determine qualifications for assignment:

( ) Committee action was taken *prior* to the assignment or extension of the assignment.

( ) The teacher affected has consented to this assignment.

9/11/2025

Action approved by Committee on Assignments

Brian Zimmerman

Authorized District Administrator — Date

Lindsay Mendoza

COUTA — Date

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT COMMITTEE ON ASSIGNMENTS - ACTIONS FORM

This form is to be retained for review by the CREDENTIALS DEPARTMENT, TULARE COUNTY OFFICE OF EDUCATION

Teacher	COA Assignment	School Site	Grade(s)
Cristina Alvarez	Art	El Monte	6-8
Jennie Contreras	Art	El Monte	6-8
Joanna Green	STEM	El Monte	6-8
Lindsay Mendoza	Speech and Debate	El Monte	6-8
Jaclyn Barker	AVID	El Monte	6-8
Guadalupe Barton	Art	El Monte	6-8
Jennifer Gomez	Art	El Monte	6-8
Soraida Gonzalez	Art	El Monte	6-8
Kelly Pennebaker	Intro to Ag	El Monte	6-8
Leandra Rojas	Yearbook	El Monte	6-8
Noemi Lopez	AVID	El Monte	6-8
Yoanna Lopez	Art	El Monte	6-8
Alexa Quezada	Medical Detectives	El Monte	6-8
Colette Reed	Art	El Monte	6-8
Ruben Moreno	PE	El Monte	6-8
Jaquelin Valadez	PE	El Monte	6-8
Michael Roque	ISS	El Monte	6-8
Melissa Troncozo	AVID	El Monte	6-8
Joshua Valencia	AVID	El Monte	6-8
Judith Villegas	AVID	El Monte	6-8
Janie Gonzalez	AVID	El Monte	6-8
Matthew Castillo	Leadership	El Monte	6-8

Certification:

( ) Criteria utilized to determine qualifications for assignment is consistent with the district plan on file at the Tulare County Office of Education.

If there is a departure from the district plan, describe the different criteria utilized to determine qualifications for assignment:

( ) Committee action was taken *prior* to the assignment or extension of the assignment.

( ) The teacher affected has consented to this assignment.

Action approved by Committee on Assignments 9/11/2025

Brian Zimmerman

Authorized District Administrator — Date

Lindsay Mendoza

COUTA — Date

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT COMMITTEE ON ASSIGNMENTS - ACTIONS FORM

This form is to be retained for review by the CREDENTIALS DEPARTMENT, TULARE COUNTY OFFICE OF EDUCATION

Teacher	COA Assignment	School Site	Grades
Eliana Banuelos	AVID	**Orosi High**	**9-12**
Paul Ermie	PE	**Orosi High**	**9-12**
Rachel Cepeda	AVID	**Orosi High**	**9-12**
Manuela Delgadillo Salas	Yearbook	**Orosi High**	**9-12**
Ann Marie Fernandez	Biomedical Innov	**Orosi High**	**9-12**
Rene Gonzalez	AVID/Leadership	**Orosi High**	**9-12**
Karson Kalashian	Speech and Debate/ Drivers Ed	**Orosi High**	**9-12**
Marlenne Arellano	Medical Interventions	**Orosi High**	**9-12**
Julia Robles	Intro to Teach	**Orosi High**	**9-12**
Annaly Alvarado	Cyber High/ Dig Lit/Careers	**Orosi High**	**9-12**
Benjamin White	Sports Weight/PE	**Orosi High**	**9-12**

Certification:

( ) Criteria utilized to determine qualifications for assignment is consistent with the district plan on file at the Tulare County Office of Education.

If there is a departure from the district plan, describe the different criteria utilized to determine qualifications for assignment:

( ) Committee action was taken prior to the assignment or extension of the assignment.

( ) The teacher affected has consented to this assignment.

Action Approved by Committee on Assignments: 9/11/2025

Brian Zimmerman

Authorized District Administrator — Date

Lindsay Mendoza

COUTA — Date

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

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF TEACHER ASSIGNMENTS UNDER SUBJECT MATTER VERIFICATION FOR THE 2025-2026 SCHOOL YEAR**

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:
The District has established a Subject Matter Verification Committee per Education Code 44258.3. The purpose for the committee is to assign teachers who hold teaching credentials to teach departmentalized classes with their consent, in grades K-12, irrespective of the designations on their teaching credentials, as long as the teachers' competence is verified accordingly to policies and procedures established by the Governing Board consistent with the language of the statute. Subject matter competencies has been verified and therefore, in order to serve the best interests of students and the educational program, the Superintendent requests Board approval of the following teachers' assignments for the 2025-2026 school Year:

Name	Subject/Grade	School Site
Andrew Rominger	Science, 7-8	El Monte Middle School
David Rico	Math, 7-8	El Monte Middle School

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

BOARD GOAL:

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

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

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

RECOMMENDATION: **The Superintendent recommends the Board approve the teacher assignment for the 2025-2026 school year as listed above.**

PROPOSED ACTION: **APPROVE**

Item #: 34

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

AGENDA SECTION:	**ADMINISTRATIVE ORGANIZATIONAL**
AGENDA ITEM:	**UNAUDITED ACTUALS FOR FY 2024-2025**
ATTACHMENTS:	**UNDER SEPARATE COVER**
FUNDING SOURCE:	**N/A**

DISCUSSION:

The Unaudited Actuals Report is presented to the Board for approval. This report represents the final balances for the 2024-2025 fiscal year, which allows the ending balances to be rolled into the 2025-2026 budget and financial software.

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 that the Board approve the Unaudited Actuals Report for FY 2024-2025.**

PROPOSED ACTION: **APPROVE**

Item #: 35

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

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-04 RE: 2025-26 GANN LIMIT INITIATIVE**

ATTACHMENTS: **RESOLUTION NO. 2024-2025-04**

FUNDING SOURCE: **N/A**

DISCUSSION:

The GANN Initiative establishes maximum appropriation limits for school districts, which allows the District to increase appropriations to an amount equal to its proceeds of taxes. For Cutler-Orosi Joint Unified School District, this provision allows the District to adopt an estimated appropriations limit for 2025-2026 and a final appropriations limit for 2024-2025. See attached resolution for amounts.

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. All students will be college and career ready and will be prepared to compete in a global economy.**
- [X] **2. The District will invest in training, coaching, and setting expectations for Board members, for all students, staff, and support the district goal for student achievement.**
- [X] **3. District staff will implement innovative practices to create efficient and effective systems that are accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends that the Board approve the Resolution for 2025-26 GANN Limit Apportionments.**

PROPOSED ACTION: **APPROVE**

Item #: 36

BEFORE THE BOARD OF TRUSTEES

OF THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

TULARE COUNTY, CALIFORNIA

In the Matter of Establishing an Estimated Appropriations Limit for the 2025-2026 Fiscal Year and an Actual Appropriations Limit for the 2024-2025 Fiscal Year

RESOLUTION NO. 2024-2025-04

RECITALS

1. In November of 1979, the California electorate adopted Proposition 4, commonly called the "Gann Initiative," which added Article XIIIB to the California Constitution.

2. The provisions of that Article establish maximum appropriation limits, commonly called "Gann Limits," for public agencies, including school districts.

3. Section 7900 et seq. of the Government Code requires this board to establish annually, by resolution at a regular or special meeting, the appropriations limit for the District.

4. Education Code section 42132 requires that the governing board of each school district annually adopt such resolution by September 15th.

5. Government Code section 7902.1(a) states that if the proceeds of taxes of the school district exceeds its appropriations limit, this board shall increase the District's appropriations limit to an amount equal to its proceeds of taxes.

6. Governing Code section 7902.1(b) states that if the appropriations limit of the school district exceeds its proceeds of taxes, this board shall decrease the District's appropriations limit to an amount equal to its proceeds of taxes.

7. Education Code section 42132 requires that all documentation used in the identification of the appropriations limit shall be made available to the public at the meeting at which this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.

2. This board hereby establishes and adopts for the 2025-2026 fiscal year an estimated appropriations limit in the amount of $37,203,593.09, and for the 2024-2025 fiscal year identifies the actual appropriations limit of $34,998,140.47.

3. Said appropriations limits have been calculated and determined in accordance with all

applicable statutes and constitutional provisions and do not exceed the limitations imposed by Proposition 4.

4. Effective July 9, 2021 (Stats. 2021, Ch. 44, Sec. 108 (AB 130)), it is no longer a requirement to notify the Director of Finance of a change in the appropriations limit.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular/special meeting held on September 11, 2025, by the following vote:

List Board Members Names Below:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, Yolanda Valdez, secretary of the governing board of the Cutler-Orosi Joint Unified School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 11th day of September 2025.

Date: _____

_____
Secretary, Board of Trustees

Distribute as follows:

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

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVE DELETION OF ADMINISTRATIVE REGULATION 0440 DISTRICT TECHNOLOGY PLAN**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION: Board approval is requested to delete Administrative Regulation 0440 District Technology Plan since the California Department of Education no longer requires districts to maintain a technology plan.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve deleting AR 0440.**

PROPOSED ACTION: **APPROVE**

Item #: 37

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **SECOND READING: NEW EXHIBITS 1312.3-E(1) AND 1312.3-E(2): UNIFORM COMPLAINT PROCEDURES**

ATTACHMENTS: **EXHIBITS 1312.3-E(1) AND 1312.3-E(2): UNIFORM COMPLAINT PROCEDURES**

FUNDING SOURCE: **N/A**

DISCUSSION: Exhibits adopted to reflect vacated Title IX regulations and new law SB 1137.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Second Reading of Exhibits 1312.3-E(1) and 1312.3-E(2).**

PROPOSED ACTION: **APPROVE**

Item #: 38

Exhibit 1312.3-E(1): Uniform Complaint Procedures **Status:** DRAFT

Original Adopted Date: Pending

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8212, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's uniform complaint procedures as required by law. A complaint form may be obtained at the school or district office, or downloaded from the school or district website. You may also download a copy of the California Department of Education (CDE) complaint form when available from the following website: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from CDE.

Exhibit 1312.3-E(2): Uniform Complaint Procedures Status: DRAFT

Original Adopted Date: Pending

PRESCHOOL COMPLAINT FORM: UNIFORM COMPLAINT PROCEDURES

Education Code 8212 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents, as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

☐ The preschool does not have outdoor shade that is safe and in good repair

☐ Drinking water is not accessible and/or readily available throughout the day

☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children

☐ Restroom facilities are not available only for preschoolers and kindergartners

☐ The preschool program does not provide visual supervision of children at all times

☐ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time

☐ Playground equipment is not safe, in good repair, or age appropriate

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary and as you wish to fully describe the situation.

_____
_____
_____
_____
_____
_____

Please file this complaint at the following location:

Preschool Administrator or Student Services Director

12623 Ave 416
Orosi, CA 93647

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

_____ _____

(Signature) (Date)

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

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

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

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve First Reading of Board Policy 0441 Artificial Intelligence.**

PROPOSED ACTION: **APPROVE**

Item #: 39

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

Original Adopted Date: Pending

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA SECTION: **CLOSED**

AGENDA ITEM: **PERSONNEL**

ATTACHMENTS: **PERSONNEL LETTER**

FUNDING SOURCE: **N/A**

DISCUSSION:

Employment/Additional Positions/Hours, Promotions/Assignments, Leaves, Resignations/Retirements, Employee Discipline/Dismissal/Release. (Personnel Letter will be presented at the meeting during closed session.)

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Personnel Letter.**

PROPOSED ACTION: **APPROVE**

Item #:

Educating Minds, Inspiring Futures

CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

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Yolanda Valdez
Superintendent
Dr. Brian Zimmerman
Assistant Superintendent Administrative Services
Shevonne Swanson
Assistant Superintendent Educational Services

Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi Ca. 93647
Phone
(559) 528-4763
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(559) 528-3132
www.cousd.org

TO: Board of Trustees

FROM: Brian Zimmerman, Assistant Superintendent of Administrative Services

RE: Personnel Recommendations

DATE: September 11, 2025

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Campus Security Bus Driver at Orosi High School, effective August 11, 2025.
2. Campus Security at Orosi High School, effective August 11, 2025.
3. Grant Funded R&E Aide at Palm Elementary School, effective August 11, 2025. GRANT FUNDED
4. Campus Security Instructional Aide at Golden Valley Elementary School, effective August 11, 2025.
5. Grant Funded R&E Aide at Cutler Elementary School, effective August 25, 2025. GRANT FUNDED
6. Campus Security at Palm Elementary School, effective August 25, 2025.
7. Food Service Worker II at El Monte Middle School, effective September 3, 2025.
8. Approval of fall, winter, and spring athletic coaches, as per attached list.

PROMOTIONS/REASSIGNMENTS:

9. from Outreach Aide to Bachelor Social Worker at Family Education Center, effective August 11, 2025.

RESIGNATIONS/RETIREMENTS:

10. Campus Security at Lovell High School, resigned effective August 4, 2025.
11. Avid Tutor at Orosi High School, resigned effective August 8, 2025.
12. Bilingual Instructional Aide at El Monte Middle School, resigned effective August 15, 2025.
13. Preschool Aide at Palm Elementary School, resigned effective July 3, 2025.
14. Grant Funded R&E Aide at Golden Valley Elementary School, resigned effective August 29, 2025. GRANT FUNDED
15. Custodian Bus Driver at Orosi High School, resigned effective September 1, 2025.

Educating Minds, Inspiring Futures
CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

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16. Food Service Worker II at El Monte Middle School, resigned effective September 19, 2025.
17. Preschool Teacher at Palm Elementary School, resigned effective August 18, 2025.
18. Grant Funded Educational Social Worker, Districtwide, resigned effective September 5, 2025. GRANT FUNDED

LEAVES: (Statutory – For Informational Purposes):

19. Preschool Aide at Golden Valley, on Maternity Leave beginning August 11, 2025 through 6-8 weeks post-partum.
20. LVN at Orosi High School, on Maternity Leave beginning August 4, 2025 through 6-8 weeks post-partum.
21. Teacher at El Monte Middle School, on Maternity Leave beginning August 11, 2025 through 6-8 weeks post-partum.
22. Teacher at El Monte Middle School, on Maternity Leave beginning September 20, 2025 through 6-8 weeks post-partum.
23. Teacher at Cutler Elementary, on Maternity Leave beginning July 5, 2025 through 6-8 weeks post-partum.
24. Teacher at Golden Valley Elementary, on Maternity Leave beginning August 11, 2025 through 6-8 weeks post-partum.
25. School Psychologist at Cutler Elementary, on Maternity Leave beginning July 31, 2025 through 6-8 weeks post-partum.
26. Teacher at Cutler Elementary, on Maternity Leave beginning August 30, 2025 through 6-8 weeks post-partum.
27. Teacher at Golden Valley Elementary, on Maternity Leave beginning August 7, 2025 through 6-8 weeks post-partum.
28. Teacher at Orosi High School, on Maternity Leave beginning August 7, 2025 through September 7, 2025.
29. Site Computer Technician at Orosi High School on Baby Bonding Leave beginning August 28, 2025 through September 11, 2025.
30. Teacher at Orosi High School, on Baby Bonding Leave beginning September 8, 2025 through October 31, 2025.