Cutler-Orosi Joint Unified School District
Regular Meeting of the Board of Trustees
Thursday, November 13, 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:

- **Golden Valley Elementary School Report**
- **Tulare County Library Remodel Project – Orosi Branch**
- **Leaders and Lures Award Presentation**
- **Kaweah Health Preschool Award Presentation**
- **Orosi High School HOSA Student Presentation**

Student Board Report:

- **Lovell High School Student Board Report**
- **Orosi High School Student Board Report**

RECESS

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

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

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

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CONSENT ITEMS

Item #	Page #	Description	Goal #
1	14-24	Minutes of the Regular Board Meeting Dated October 9, 2025	3
2	25-26	Minutes of the Special Board Meeting Dated November 3, 2025	3
3	27-35	Accounts Payable Total Payments Report Dated September 30, 2025, through October 28, 2025	1, 2, 3
4	36-37	October Cash Balance Report	1, 2, 3
5	38-42	Budget Revision #4	1, 2, 3
6	43-44	Interdistrict Transfer Request	1, 3
7	45-79	Approval of Overnight Disney Imagination Campus Trip	1, 3
8	80-82	2025-2026 Services Agreement With Elevation Physical Therapy	3
9	83-95	Approve College and Career Access Pathways Partnership (CCAP) Memorandum of Understanding (MOU) with College of the Sequoias (COS) for Dual Enrollment (DE)	1, 2, 3
10	96-100	Approve of Memorandum of Understanding (MOU) with Kaweah Health Cal Fresh Living Program	1, 2, 3
11	101-104	Approve Work Based Learning (WBL): Regional San Joaquin Discovery Leadership Conference Overnight Stay	1, 2
12	105-106	Accept the Quarterly Williams Uniform Complaint Report for July-September 2025	3
13	107-119	Ratification of Data Sharing Agreement with MGT Impact Solutions, LLC	1, 3
14	120-140	Approval of Renewal Agreement with Cintas Corporation for Uniform Rental Services	3
15	141-145	Ratification of Jones Hall LLP Legal Services Agreement for Renewable Energy Tax Credit Program	3
16	146-148	Update Board Policy and Administrative Regulation 3515.4 – Recovery for Property Loss or Damage	3
17	149-151	Update Board Policy 4033 – Lactation Accommodation	

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CONSENT ITEMS – continued

18	**152-173**	**Update Administrative Regulation 4119.12, 4219.12, 4319.123 – Title IX Sexual Harassment Complaint Procedures**	**3**
19	**174-186**	**Update Board Policy and Administrative Regulation 4219.11, 4319.11 – Sexual Harassment**	**3**
20	**187-192**	**Update Board Policy and Administrative Regulation 5142 – Safety**	**1, 3**
21	**193-195**	**Update Board Policy and Administrative Regulation 6141.2 – Recognition of Religious Beliefs and Customs**	**1, 3**
22	**196-199**	**Update Board Policy 6146.1 – High School Graduation Requirements**	**1, 3**
23	**200-204**	**Update Board Policy and Administrative Regulation 5113.12 – District School Attendance Review Board**	**3**
24	**205-210**	**Update Board Policy and Administrative Regulation 5113 – Absences and Excuses**	**3**
25	**211-214**	**Update Administrative Regulation 5141: Healthcare and Emergencies**	**1, 3**

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

_____/_____/_____
Yes No Abstain

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CURRICULUM/ INSTRUCTION ITEMS

Item #	Page #	Description	Goal #
26	**215-227**	**Curriculum and Instruction Report** Motion to approve Item #26 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1, 3**
27	**228**	**Approve Proposed Early Graduates** Motion to approve Item #27 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1**
28	**229-233**	**Approve Disposal of Obsolete Instructional Materials and Equipment** Motion to approve Item #28 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1, 3**
29	**234-236**	**Approve New Course: Auto Body and Paint I** Motion to approve Item #29 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1**
30	**237-239**	**Approve New Course: Auto Body and Paint II** Motion to approve Item #30 made by: _____ Motion Seconded by: _____ _____/_____/_____ Yes No Abstain	**1**

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ADMINISTRATIVE/ ORGANIZATIONAL ITEMS

Item #	Page #	Description	Goal #
31	240-243	**Set the Meeting Date for the 2025 Annual Organizational Meeting**	3

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

_____/_____/_____
Yes No Abstain

32	244-245	**Approve Amended 2025-2026 District Calendar**	3

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

_____/_____/_____
Yes No Abstain

33	246	**Approval of Teacher Assignments Under Subject Matter Verification for the 2025-2026 School Year**	3

Motion to approve Item #33 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

34	247	**Approval of Additional Hours to Two (2) Food Service Worker II Positions**	3

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

_____/_____/_____
Yes No Abstain

35	248-251	**Current Expense of Education Waiver for 2024-2025 Expenditures**	1, 2, 3

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

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ ORGANIZATIONAL ITEMS – continued

36 252-255 Approval of Change Order for California Commercial Pools 3

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

_____/_____/_____
Yes No Abstain

37 256-257 Approval of Deductive Change Order for Alta Fencing Company 3

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

_____/_____/_____
Yes No Abstain

38 258-259 Approval of Deductive Change Order for Anaya Construction 3

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

_____/_____/_____
Yes No Abstain

39 260-261 Approval of Deductive Change Order for Rainscape 3

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

_____/_____/_____
Yes No Abstain

40 262-278 Approve Career Technical Education Plans for CTEFP Grant Applications 1, 3

Motion to approve Item #40 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

41 279-281 Second Reading: Adoption of New Board Policy 0415 – Equity 3

Motion to approve Item #41 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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ADMINISTRATIVE/ORGANIZATIONAL ITEMS – continued

42 282-285 Second Reading: Adoption of New Administrative Regulation 4112.23 – Special Education Staff **3**

Motion to approve Item #42 made by: _____
Motion Seconded by: _____
_____/_____/_____
Yes No Abstain

43 286-287 Second Rading: Adoption of New Exhibit 4119.12 - Title IX Sexual Harassment Complaint **3**

Motion to approve Item #43 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

44 288-292 Second Reading: New Board Policy 5141.5 – Mental Health **3**

Motion to approve Item #44 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

45 293-298 Second Reading: Adoption of New Board Policy and Administrative Regulation 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction **1, 3**

Motion to approve Item #45 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

46 299-300 First Reading: New Board Policy 5141 – Healthcare and Emergencies **3**

Motion to accept first reading of Item #46 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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PUBLIC COMMENTS CLOSED SESSION ITEMS:
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CLOSING ACTIVITIES: The Governing Board members have an opportunity to comment.

Motion to adjourn to Closed Session at _____ p.m. made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

CLOSED SESSION

Goal #

Item A
Page(s)
301-303

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

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Avid Tutor at El Monte Middle School, effective October 28, 2025.
2. Custodian Bus Driver at Orosi High School, effective October 28, 2025.
3. LVN District Wide, effective October 27, 2025.
4. R&E Aide at Golden Valley Elementary School, effective October 13, 2025.
5. Campus Security Instructional Aide at Lovell High School, effective September 30, 2025.
6. Special Education Aide at Cutler Elementary School, effective October 8, 2025.
7. R&E Aide at Golden Valley Elementary School, effective October 6, 2025.
8. Special Education Aide at Cutler Elementary School, effective October 31, 2025.
9. Preschool Aide at Palm Elementary School, effective October 13, 2025.
10. Grant Funded Behavior Intervention Technician, effective November 3, 2025. GRANT FUNDED
11. Approval of Certificated Temporary Contracts for the remainder of the 2025-2026 school year as per attached list.

PROMOTIONS/REASSIGNMENTS:

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

RESIGNATIONS/RETIREMENTS:

13. Food Service Worker II at El Monte Middle School, resigned effective November 4, 2025.
14. R&E Aide at Palm Elementary School, resigned effective October 23, 2025.
15. Speech Language Pathologist Assistant, resigned effective October 17, 2025.
16. R&E Aide at Orosi High School, resigned effective October 23, 2025.
17. Instructional Aide at Cutler Elementary School, resigned effective October 31, 2025.
18. Custodian Bus Driver at Cutler Elementary School, resigned effective October 28, 2025.
19. Custodian Bus Driver at Orosi High School, resigned effective October 29, 2025.
20. Custodian Bus Driver at Orosi High School, resigned effective October 29, 2025.
21. Teacher/Athletic Director at Orosi High School, resigned effective October 31, 2025.
22. Teacher at Cutler Elementary School, is retiring effective December 1. 2025.
23. Grant Funded Educational Social Worker at El Monte Middle School, is resigning effective December 31, 2025. GRANT FUNDED

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LEAVES: (Statutory – For Informational Purposes):

24. Library Aide at Lovell High School, on Maternity Leave beginning October 13, 2025, through 6-8 weeks post-partum.
25. Teacher at Orosi High School, on Baby Bonding Leave beginning October 14, 2025, through January 22, 2026.
26. Teacher at El Monte Middle School, on Baby Bonding Leave beginning October 7, 2025, through December 19, 2025.
27. Grant Funded Instructional Aide at Cutler Elementary, on Baby Bonding Leave beginning December 1, 2025, through December 19, 2025.
28. Educational Social Worker at El Monte Middle School, on Baby Bonding Leave beginning December 1, 2025, through January 30, 2026.
29. Teacher at Cutler Elementary, on Baby Bonding Leave from December 1, 2025, through December 19, 2025.
30. Instructional Aide at Cutler Elementary, on Baby Bonding Leave from November 17, 2025, through January 16, 2026.
31. School Psychologist at Cutler Elementary, on Baby Bonding Leave from September 29, 2025, through November 10, 2025.
32. Secretary at Lovell High School, on Baby Bonding Leave from October 9, 2025, through January 12, 2026.
33. Teacher at Orosi High School, on Baby Bonding Leave from October 27, 2025, through February 19, 2026.
34. Teacher at Golden Valley Elementary, on Baby Bonding Leave from October 1, 2025, through January 23, 2026.
35. Teacher at Golden Valley Elementary, on Baby Bonding Leave from September 8, 2025, through December 8, 2025.
36. Recreation and Enrichment Aide at Cutler Elementary, on Baby Bonding Leave from October 14, 2025, through February 4, 2026.

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

_____/_____/_____
Yes No Abstain

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

Pages: 304-306

- **Resolution No. 2025-2026-07**

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

_____/_____/_____
Yes No Abstain

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

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

Employee Organization: COUTA
CSEA Chapter #253

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

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Item D **Pages 308-309** **Student Expulsion, Suspension, Or Disciplinary Action Or Other Action Involving Pupil Records (Ed Code 35146; 48912(B); 48918(C): Discussion on the Cases listed below will be taken during Closed Session. Action to take place upon reconvening to Open Session.**

- **Case #: 2025-2026 – Transfer**

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

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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LEAVES: (Statutory – For Informational Purposes): continued

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34. Teacher at Golden Valley Elementary, on Baby Bonding Leave from October 1, 2025, through January 23, 2026.
35. Teacher at Golden Valley Elementary, on Baby Bonding Leave from September 8, 2025, through December 8, 2025.
36. Recreation and Enrichment Aide at Cutler Elementary, on Baby Bonding Leave from October 14, 2025, through February 4, 2026.

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

- **Resolution No. 2025-2026-07**

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

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

- **Case #: 2025-2026 – Transfer**

Motion to approve Item D - Student Expulsion, Suspension, Or Disciplinary Action Or Other Action Involving Pupil Records (Ed Code 35146; 48912(B); 48918(C)
made by: _____ Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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.

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, December 15, 2025 (pending board approval), with the Open Session beginning at 5:30 p.m. and Closed Session at 6:30 p.m. The Board Meeting will take place at the COJUSD Board Room – 12623 Avenue 416, Orosi CA 93647.

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

_____/_____/_____
Yes No Abstain

Meeting adjourned at: _____ p.m.

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

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE REGULAR BOARD MEETING DATED OCTOBER 9, 2025**

ATTACHMENTS: **MINUTES OF THE REGULAR BOARD MEETING DATED OCTOBER 9, 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Regular Meeting of the Board of Trustees was held on October 9, 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 Regular Board Meeting Minutes Dated October 9, 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, October 9, 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 - absent	Linda Montemayor	Oscar Villaseñor
Marisol Rubalcaba, Vice President - Absent	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 5:32 p.m.

Pledge of Allegiance:

Trustee Karen Gonzalez led the Flag Salute.

Superintendent Presentations/ Reports – Non- Action Items

Assistant Superintendent Shevonne Swanson informed Superintendent Valdez was out, and she was presenting for her. She introduced Cutler Elementary School Principal Diana Vides. Ms. Vides and Learning Director Mary Andrade presented the following students and staff with recognition:

- **Cutler Elementary School Presentation**
- **Speech and Debate Recognition**

Classified, Alexandra Maya
Teacher, Yolanda Contreras
First Grade, Sebastian Ruiz
Kindergarten, Angel Cruz
Second Grade, Evie Mendoza
Third Grade, Alexander Zuniga-Rodriguez
Fourth Grade, Juan Uribe
Fifth Grade, Emiliano Davila

Mrs. Swanson introduced OHS Principal Oscar Villasenor who presented OHS Speech and Debate Teacher Karson Kalashian with a certificate of appreciation. He informed the Speech and Debate program had been very successful in their recent event participants. Mr. Kalashian thanked the administration and board for their support of the program. He stated OHS was regularly up again large schools in the state and have event participated nationally. He stated there was no other school in Tulare County that participated in the events they'd been attending.

- **Alt. Ed. Presentation**

Ruby Figueroa Student Board Representative for The Alternative Education Programs provided a presentation about past, current and upcoming events and activities for Alternative education programs.

- **OHS Presentation**

Desiree Chavez Student Board Representative for Orosi High School provided a presentation about past, current and upcoming events and activities for the high school. She also provided information about the college and career programs at OHS.

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to go into recess at 6:17 pm. The motion was approved with a vote of 6 to 0 with the votes as follows:

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

Recess

Recess Closed at 6:23 p.m.

Public Comments:

Board President Williams presented the Consent Items and entertained comments and/or questions. Assistant Superintendent Shevonne Swanson informed there was a question regarding the payment to Disneyland listed in the accounts payable report. She stated the amount was for Disney Imagination campus learning trips provided by ELOP.

Consent Items:

No added questions or comments were presented.

1. Minutes of the Regular Board Meeting Dated September 11, 2025
2. Minutes of the Special Board Meeting Dated September 23, 2025
3. Accounts Payable Total Payments Report Dated August 28, 2025, through September 29, 2025
4. September Cash Balance Report
5. Budget Revision #3
6. Interdistrict Transfer Requests
7. Ratify Memorandum of Understanding for Big Brothers Big Sisters of Central California
8. Ratify Memorandum of Understanding for 6Crickets Inc. for Expanded Learning Management Basic Tools Services
9. Approval of Curriculum Associates ELLevation Quote for 2025-2026
10. Approve Growthpoint Technologies Services Agreement for Cutler Elementary School
11. Approve Growthpoint Technologies Services Agreement for Golden Valley Elementary School
12. Approve Growthpoint Technologies Services Agreement for Palm Elementary School

13. Approve Orosi High School Student Overnight Field Trip to University of Pacific in Stockton, CA for Speech and Debate Invitation Event

14. Approve 2025 Senior Retreat Overnight Field Trip for Migrant Program Students

15. Orosi High School Student Overnight Field Trip to San Jose, CA for Speech and Debate Invitational Event

16. Ratify 2025-2026 Special Services – Behavioral Health Services Agreement with Tulare County Office of Education

17. Ratify the Valley Regional Occupational Program (ROP) Teacher Services Agreements (TSA's) 2025-2026

18. Ratify Tulare-Kings College and Career Collaborative (TKCCC) K-12 Strong Workforce Project Round 7 (SWPR7) Agency Agreement

19. Approve Memorandum of Understanding (MOU) for Parent Institute for Quality Education (PIQE)

20. Memorandum of Understanding with Fresno Pacific University for Student Teaching Program

21. Addition to Contractor Prequalification List

22. Update Board Policy and Administrative Regulation 0450 – Comprehensive Safety

23. Update Board Policy and Administrative Regulation 3515 – Campus Security

24. Update Administrative 3515.1 – Fire Drills and Fires

25. Ratify California Advanced Services Fund Broadband Adoption Account Grant Award for Digital Literacy

26. Update Board Policy and Administrative Regulation 4030 – Non-Discrimination in Employment

A motion was made by Trustee Joni Jordan seconded by Trustee Delia Martinez to approve Items #1-26. The motion was approved with a vote of 6 to 0 with the votes as follows:

27. Update Board Policy and Exhibit 5145.6 – Parent Guardian Notification

28. Update Board Policy and Administrative Regulation 6142.8 – Comprehensive Health Education

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

Curriculum/Instruction Items:

29. October Curriculum and Instruction Report and District Evaluation Report with LCAP and Categorical Data

Assistant Superintendent Shevonne Swanson presented the Curriculum and Instruction Report. She stated the district continued to see a downward trend in enrollment with the loss of 40 students. She informed Preschool serves students age 2.9 months or on their 3rd birthday. Transitional Kindergarten serves students aged 4 by Sept. 1 of the year of enrollment. Program expectations have changed to meet the developmental needs of students enrolled and to meet state requirements. COJUSD offers a blended program to provide a high staff to student ratio for a full day of service. She stated they currently had 124 students in the part day program and 156 in the Universal Transitional Kinder program. She stated 35% the district 3,787 students in the district are enrolled at English Learners. She stated the district was now required to report pregnant and parenting students. She stated the district was celebrating a 4% increase in ELA for all students and a 3 % increase in scores for ELA students for English Learners. She stated there was also a 4% increase in Math scores for students overall and a 4% increase in Math scores for ELA students. She stated there was a 1% decrease in Science for all students and for ELA students as well. She stated there was a 6% increase of students meeting UC/CSU required courses which was very exciting for the district. She stated the district also celebrated a 2% increase in student K-5 reading at grade level and a 5% increase in students reading on grade level in 2nd grade. She informed the district was pleased to have a 2% increase in 4-year cohort graduation rates. She stated overall the district was happy to see growth in most areas.

Trustee Joni Jordan asked why they felt there was the drop of 40 students in enrollment. Mrs. Swanson stated this was an issue going on throughout the state and there could be many factors contributing to this. Possibly less housing. Trustee Delia Martinez asked why the decrease in science scores. Mrs. Swanson stated there were lot of new teachers who were still adjusting to the new programs. she stated they had already reached out to TCOE to provide training and added support to the teachers as needed.

A motion was made by Trustee Javier Quevedo seconded by Trustee Karen Gonzalez to approve Items #29. The motion was approved with a vote of 6 to 0 with the votes as follows:

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

Prior to the Administrative/Organizational Items Trustee Mary Helen asked about the Facilities Report. Mr. Soghomonian stated there was no report, however, did share the pool was up and running with students swimming for PE. He stated they were now working on the plans for the new CTE building. Board President Sandra Williams stated she was able to take some alumni students to visit the aquatic complex. She stated they were very please to see the pools in person as they had for so many years spoken about someday having a pool in Orosi.

Administrative/Organizational Items:		
30.	Public Hearing of the Management/Confidential Salary Schedule	Board President Williams opened the public hearing for the Management/Confidential Salary Schedule at 6:39 p.m. Assistant Superintendent Brian Zimmerman stated the salary schedule was the same and presented for COUTA. A 1% increase, $135 one-time stipend and a fully paid $0 out of pocket plan for health and welfare benefits. No additional comments or questions were presented. The hearing closed at 6:40 p.m.
31.	Approval of the Management Confidential Salary Schedule	A motion was made by Trustee Mary Helen Espino seconded by Trustee Joni Jordan to approve the report for Item #31. The motion was approved with a vote of 6 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
32.	Resolution No. 2025-2026-05 Re: Authorization for the California State Preschool Program Continued Funding Application for Fiscal Year 2026-2027	Board President Willams presented item #32. Mrs. Swanson informed it was a routine item presented for the continued funding of the preschool programs. A motion was made by Trustee Karen Gonzalez seconded by Trustee Javier Quevedo to approve Item #32. The motion was approved with a vote of 6 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
33.	Award of Contract for Palm Elementary School Walk In Cooler	Board President Williams presented Item #33. She asked where the cooler would be placed as there did not seem to be a lot of open space available. Mr. Soghomonian stated the cooler would be installed at the west side of the multipurpose room between the current fencing and the building. He stated it would be a tight fit, but they'd make it work. A motion was made by Trustee Javier Quevedo, seconded by Trustee Delia Martinez to approve Item #33. The motion was approved with a vote of 6 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes

34.	Approval of Contract with Park Plant for OHS CTE Gable Shelter	Board President Presented Item #34. Mr. Soghomonian stated it was requested the item be pulled as it had already been approved by the board at a prior meeting. No action was taken on the item.
35.	Approval of Change Order for OHS Aquatic Complex	Board President Williams presented item #35. Mr. Soghomonian stated the item presented was for concrete work done. He stated the original concrete did not do a good job when completing the finishing work of the concrete. He stated they contracted another contractor for the work and therefore needed to have a change order to adjust the fees charged for the finishing work by the original contractor to cover the cost of the new contractor. A motion was made by Trustee Joni Jordan, seconded by Trustee Delia Martinez to approve Item #29 voting for both candidates listed on the ballot. The motion was approved with a vote of 6 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 – Absent Karen Gonzalez - Yes
36.	Approval of Teacher Assignments Under Subject Matter Verification for the 2026-2026 School Year	Board President Williams presented Item #36. Dr. Zimmerman informed the following two items were similar items presented annually. A motion was made by Trustee Joni Jordan, seconded by Trustee Delia Martienz to approve Item #36. The motion was approved with a vote of 6 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
37.	Approval of Committee of Assignments/Subject Matter Verification for the 2025-2026 School Year	A motion was made by Trustee Karen Gonzalez, seconded by Trustee Javier Quevedo to approve Item #37. The motion was approved with a vote of 6 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
38.	Certificated Negotiations Salary Settlement Agreement Disclosure	Board President Williams presented item #38. Dr. Zimmerman stated that after confirming that the district was fiscally solvent and able to pay the increase the district was now presenting the item for approval. A motion was made by Trustee Joni Jordan, seconded by Trustee Mary Helen Espino to approve Item #38. The motion was approved with a vote of 6 to 0 with the votes as follows:

		Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo - Yes Karen Gonzalez – Yes
39.	First Reading: New Board Policy 0415 – Equity	Board President Williams presented Item #39 and requested action be taken on item 39, and 41-45 as first reading and a separate vote be held for Item #40 as it was being presented for adoption.
40.	New Exhibit 1312.3-E (1) and 1312.3-E (2): Uniform Complaint Procedure	A motion was made by Trustee Mary Helen Espino, seconded by Trustee Karen Gonzalez to approve for first reading Items #39 and 41-45. The motion was approved with a vote of 6 to 0 with the votes as follows:
41.	First Reading: New Administrative Regulation 4112.23 – Special Education Staff	Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes
42.	First Reading: New Exhibit 4119.12 – Title IX Sexual Harassment Complaint Procedures	Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
43.	First Reading: New Administrative 5131.41: Use of Seclusion and Restraint	A motion was made by Delia Martinez, seconded by Javier Quevedo to approve Item #40. The motion was approved with a vote of 6 to 0 with the votes as follows:
44.	First Reading: New Board Policy 5141.5 – Mental Health	Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes
45.	First Reading: New Board Policy and Administrative Regulation 6142.4 – Sexual Health and HIV/AIDS Prevention Instruction	Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
46.	Approval of Additional Hours to (1) Food Service Worker II	Board President Williams Presented Item 46. Dr. Zimmerman informed the position would increase to a 4-hour position. He stated that with the installation of the new fridge the site would be making more of its own food onsite therefore needing more staff to complete the daily tasks. A motion was made by Trustee Mary Helen Espino, seconded by Joni Jordan to approve Item #46. The motion was approved with a vote of 6 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Public Comments on Closed Session Items:		No comments were presented on the closed session items.

Closing Comments:

Then board thanked everyone for attending and thanked everyone for attending and thanked everyone for the informational presentations. They also thanked Diana Vides for the Cutler School presentation. Trustee Karen stated she was able to attend some of the carnivals and thought they were all great successes. Trustee Mary Helen Espino thanked Cutler Elementary School for the great presentation and congratulated Speech and Debate for their great work. She stated she was, however, disappointed with the CSEA union for choosing to demonstrate during the ribbon cutting of the aquatic complex. She stated she understood they were speaking up as they should but felt that was not the time or the place for that. She stated that event was for students and community. Trustee Joni Jordan stated she enjoyed helping with the ticket sales at the carnivals and loved the presentations. Trustee Delia Martinez stated she enjoyed the fall events and congratulated the district on a great aquatic complex ribbon cutting event. Board president gave kudos to the school sites for their fun carnival themes and thanked the district for putting on a great ribbon cutting celebration for the aquatic complex.

Orosi high school principal Oscar Villaseñor informed the Board the Friday October 31st game had been changed to Thursday so not to land on Halloween.

Adjourn to Closed Session:

A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to adjourn to Closed Session at 7:04 p.m. The Motion was approved with the following vote of 6 to 0 with the votes as follows:

Sandra Williams – Yes
Marisol Rubalcaba – Absent
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 Karen Gonzalez to Reconvene to Open Session at 7:27 p.m. The Motion was approved with the following vote of 6 to 0 with the votes as follows:

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

Reporting of Closed Session Items:

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

Item A – Personnel Items:

- **Personnel Letter**

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Brenda Covarrubias Reyna, Avid Tutor at Orosi High School, effective September 23, 2025.
2. Joanine Rojas Gutierrez, Behavior Intervention Technician at Cutler Elementary School, effective September 22, 2025.
3. Dieddra Atondo, Science Teacher at Orosi High School, effective September 23, 2025.

PROMOTIONS/REASSIGNMENTS:

4. Alejandra Morales Guardado, Grant Funded Instructional Aide at El Monte Middle School, effective September 8, 2025. GRANT FUNDED
5. Gardenia Uribe Rivas, Preschool Teacher at Palm Elementary School, effective September 22, 2025.
6. Veronica Solis, from 3.5-hour Food Service Worker II to 4.5-hour Food Service Worker II, effective September 22, 2025.
7. Venisha Gonzalez, from 4.5-hour Food Service Worker II to 5.5-hour Food Service Worker II, effective September 22, 2025.
8. Adriana Rico, from 3-hour Food Service Worker II to 3.5-hour Food Service Worker II, effective September 23, 2025.

RESIGNATIONS/RETIREMENTS:

9. Melanie Figueroa, R&E Aide at Golden Valley Elementary School, resigned effective September 30, 2025.
10. Sara Tavizon, Teacher/Athletic Director at Orosi High School, resigned and pending release of contract.

LEAVES: (Statutory – For Informational Purposes):

11. Karina Moya, Academic Coach at District Office, on Maternity Leave beginning September 13, 2025, through 6-8 weeks post-partum.
12. Beatriz Zapien, Special Education Aide at Orosi High School, on Maternity Leave beginning September 1, 2025, through 6-8 weeks post-partum.
13. Lizette Quintanilla, School Psychologist at District Office, on Baby Bonding Leave beginning September 29, 2025, through October 6, 2025.
14. Marlene Garcia, Teacher at Golden Valley Elementary, on Baby Bonding Leave beginning September 8, 2025, through December 16, 2025.
15. Oscar Estrada Guzman, Warehouse Bus Driver at Transportation, on Baby Bonding Leave beginning September 11, 2025, through September 19, 2025.
16. Berenice Rodriguez-Perez, Preschool Aide at Golden Valley Elementary, on Baby Bonding Leave beginning September 22, 2025, through September 30, 2025.
17. Mario Estrada-Nunez, RSP Teacher at Cutler Elementary, on Baby Bonding Leave beginning December 1, 2025, through January 30, 2026.

A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to approve the Personnel Letter as presented. The motion was approved with a vote of 6 to 0 with the votes as follows:

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

Item B – Discipline/Dismissal/Release

- **Resolution No. 2025-2026-06 -**

A motion was made by Trustee Delia Martinez seconded by Trustee Javier Quevedo to approve the Item B – Discipline/Dismissal/Release – Resolution No. 2025-2026-06. The motion was approved with a vote of 6 to 0 with the votes as follows:

Sandra Williams – Yes
Marisol Rubalcaba – Absent
Delia Martinez – Yes

	Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Item C: Conference with Labor Negotiators	No action was taken on item C.
Comments:	No added comments were presented.
Adjournment:	A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to adjourn the meeting at 7:29 p.m. The Motion was approved with the following vote of 6 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent 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
November 13, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE SPECIAL BOARD MEETING DATED NOVEMBER 3, 2025**

ATTACHMENTS: **MINUTES OF THE SPECIAL BOARD MEETING DATED NOVEMBER 3, 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Special Meeting of the Board of Trustees was held on November 3, 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 Special Board Meeting Minutes Dated November 3, 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	5:00 p.m.	Monday, November 3, 2025
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees

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

District Office Administration

Yolanda Valdez
Micaela Macareno

ALL TO ORDER	Board President Sandra Williams called the meeting to order at 5:00 p.m.
Pledge of Allegiance:	Trustee Karen Gonzalez lead the Flag Salute.
Public Comments:	No comments were presented.
Administrative/Organizational Items:	
1. Ethics Assembly Bill 2158 Zoom Session	The Board and Superintendent Valdez participated in the mandatory Ethics training hosted by CSBA via Zoom.
Public Comments on Closed Session Items:	No additional comments were presented for closed session items.
Reporting of Closed Session Items:	No action was taken on Item A.
Item A – Personnel Items:	No action was taken on Item B.
Item B – Discipline/Dismissal/Release	No action was taken on item C.
Item C: Conference with Labor Negotiators	No additional comments were presented.
Comments:	A motion was made by Trustee Joni Jordan seconded by Trustee Marisol Rubalcaba to adjourn the meeting at 7:36 p.m. The Motion was approved with the following vote of 5 to 0 with the votes as follows:
Adjournment:	Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Absent Javier Quevedo – Yes Karen Gonzalez – Yes Respectfully Submitted, Yolanda Valdez Superintendent (MM)

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

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

DISCUSSION:

Attached is the Accounts Payable Total Payments Report. The report is dated September 30, 2025 through October 28, 2025 and is for expenditures paid during these periods.

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

BOARD GOAL:

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

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

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Accounts Payable Total Payments Report.**

PROPOSED ACTION: **APPROVE**

Vendor No.	Vendor Name	Ven. Type	1099		Amount
1407	CUTLER-OROSI UNIF. SCHOOL (P)	09	00	Total Payment Amount:	$2,720.00 *
4237	OROSI PUBLIC UTILITY DIST. (0)	09	00	Total Payment Amount:	$7,078.15 *
4269	P G & E	03	00	Total Payment Amount:	$4,869.18 *
4325	CLINES BUSINESS EQUIPMENT INC.	03	00	Total Payment Amount:	$210.12 *
4372	PENAS DISPOSAL SERVICE INC.	03	00	Total Payment Amount:	$14,715.79 *
5388	GAS COMPANY, THE	03	00	Total Payment Amount:	$1,268.77 *
9803	ALTA IRRIGATION DISTRICT	09	00	Total Payment Amount:	$3,986.89 *
11714	DINUBA LUMBER (6)	03	00	Total Payment Amount:	$956.60 *
11851	CUTLER PUBLIC UTILITY	09	00	Total Payment Amount:	$1,670.76 *
12284	CAVES & ASSOCIATES	02	06	Total Payment Amount:	$1,500.00 *
13418	LEES SERVICE	03	00	Total Payment Amount:	$1,404.20 *
13576	ABE-EL WHOLESALE, INC.	03	00	Total Payment Amount:	$12,641.65 *
14036	EWING IRRIGATION PRODUCTS	03	00	Total Payment Amount:	$10,917.76 *
16220	EMPIRE SUPPLY CO.	03	00	Total Payment Amount:	$1,244.12 *
16246	EMPLOYMENT DEVELOPMENT DEPT.	00	00	Total Payment Amount:	$5,852.98 *
17821	YETTEM SEWER	00	00	Total Payment Amount:	$133.50 *
19008	ODP BUSINESS SOLUTIONS,LLC	09	00	Total Payment Amount:	$2,349.90 *
19420	PRODUCERS	03	00	Total Payment Amount:	$32,982.69 *
19430	GOLD STAR FOODS	03	00	Total Payment Amount:	$37,459.31 *
19438	SYSCO FOODSERVICES OF	03	00	Total Payment Amount:	$81,797.57 *
19570	TULARE CO OFFICE OF EDUCATION	00	00	Total Payment Amount:	$35.00 *
19719	SAN JOAQUIN PEST CONTROL OF	03	00	Total Payment Amount:	$3,600.00 *
19773	JENSEN & PILEGARD	03	00	Total Payment Amount:	$124.87 *
20356	JOSTENS	00	00	Total Payment Amount:	$39.98 *
20632	ERNEST PACKAGING SOLUTIONS	03	00	Total Payment Amount:	$7,173.46 *
20861	SISC III	09	00	Total Payment Amount:	$850,281.50 *
21035	CHETS PLUMBING CO	01	06	Total Payment Amount:	$1,621.00 *
21080	FRESNO OXYGEN	03	00	Total Payment Amount:	$32.03 *
21391	SMART & FINAL	00	00	Total Payment Amount:	$807.11 *
21584	BANKS & CO.	06	06	Total Payment Amount:	$110.00 *
21778	CALIFORNIA OFFICE LIQUIDATORS	03	00	Total Payment Amount:	$5,547.00 *
21808	DEMCO	03	00	Total Payment Amount:	$6,684.38 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
21861	HILLCREST	01	06	Total Payment Amount:	$750.00 *
22069	TULARE COUNTY OFFICE OF ED.ERS	09	00	Total Payment Amount:	$750.00 *
22252	TULARE COUNTY SHERIFFS DEPT.	09	00	Total Payment Amount:	$42,519.94 *
22441	CDW-G	03	00	Total Payment Amount:	$20,698.47 *
22596	DINUBA GLASS CO.	03	00	Total Payment Amount:	$228.72 *
22818	RENAISSANCE LEARNING	03	00	Total Payment Amount:	$8,340.00 *
22894	UNITED REFRIGERATION INC.	03	00	Total Payment Amount:	$56.92 *
22963	TULARE COUNTY OFFICE OF EDUCAT	09	00	Total Payment Amount:	$270.00 *
23060	DELL COMPUTER CORP.	00	00	Total Payment Amount:	$17,506.77 *
23132	Y-K LASER LAND LEVELING INC.	03	00	Total Payment Amount:	$4,800.00 *
23175	4IMPRINT	03	00	Total Payment Amount:	$1,764.79 *
23202	ACOSTA, JOSEFA M.	00	00	Total Payment Amount:	$48.30 *
23238	TETER	06	06	Total Payment Amount:	$61,470.10 *
23257	FOX INTERPRETING	03	00	Total Payment Amount:	$13,625.49 *
23455	AMERICAN BAND ACCESSORIES, LLC	03	00	Total Payment Amount:	$1,395.80 *
23774	EVERYCHILD CALIFORNIA	03	00	Total Payment Amount:	$1,270.00 *
23802	MARVIN ARMSTRONG ARCHITECT	03	00	Total Payment Amount:	$56,825.17 *
23892	BAKEMARK	03	00	Total Payment Amount:	$4,343.20 *
23986	CALIFORNIA DEPARTMENT OF ED	09	00	Total Payment Amount:	$10,489.69 *
24195	AWARDS AND SIGNS UNLIMITED	03	00	Total Payment Amount:	$6,063.77 *
24287	MOBILE UNIFORMS	00	00	Total Payment Amount:	$1,554.51 *
24341	ZWEIGLE SEPTIC, LLC	03	00	Total Payment Amount:	$1,450.00 *
24414	VARSITY SPIRIT FASHIONS	03	00	Total Payment Amount:	$3,300.24 *
24436	BUSWEST - FRESNO	03	00	Total Payment Amount:	$1,359.96 *
24458	ZERLANG, NEIL	03	00	Total Payment Amount:	$4,260.00 *
24498	CAL GRO PUMP SERVICE, INC.	03	00	Total Payment Amount:	$305.60 *
24542	ATKINSON, ANDELSON, LOYA, RUDD	03	00	Total Payment Amount:	$199.00 *
24545	DEPARTMENT OF JUSTICE	09	00	Total Payment Amount:	$2,467.00 *
24708	WOODLAKE GROWERS SUPPLY CO	03	00	Total Payment Amount:	$1,098.39 *
24756	U. S. BANK	03	00	Total Payment Amount:	$16,094.87 *
24877	MACMILLAN/MCGRAW-HILL	09	00	Total Payment Amount:	$839.97 *
24886	BLICK ART MATERIALS	03	00	Total Payment Amount:	$2,954.13 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
24929	SHERWIN-WILLIAMS CO., THE	03	00	Total Payment Amount:	$5,413.80 *
24988	KIMBALL MIDWEST	03	00	Total Payment Amount:	$795.47 *
25012	US AIRCONDITIONING DIST. INC	03	00	Total Payment Amount:	$373.73 *
25057	JACOBSEN TRAILER INC	03	00	Total Payment Amount:	$13,444.08 *
25147	RAINSCAPE	03	00	Total Payment Amount:	$73,124.17 *
25205	AUTO ZONE	00	00	Total Payment Amount:	$81.19 *
25214	TINOS FENCE, INC.	03	00	Total Payment Amount:	$13,270.00 *
25217	RICKS VENDING DISTRIBUTION	03	00	Total Payment Amount:	$763.10 *
25229	LOWES -#98007297470	00	00	Total Payment Amount:	$2,735.39 *
25288	DEPARTMENT OF INDUSTRIAL RELAT	00	00	Total Payment Amount:	$125.00 *
25303	TUMACDER, SUNSI	00	00	Total Payment Amount:	$1,267.80 *
25364	AMERICAN INCORPORATED	03	00	Total Payment Amount:	$99,660.10 *
25488	RUSSELL SIGLER INC.	03	00	Total Payment Amount:	$16,446.83 *
25711	W.W. GRAINGER, INC.	03	00	Total Payment Amount:	$1,245.52 *
25757	PROJECT LEAD THE WAY	08	00	Total Payment Amount:	$4,266.90 *
25792	CHILDS AND COMPANY, INC.	03	00	Total Payment Amount:	$4,093.15 *
25950	IMPERIAL DADE	09	06	Total Payment Amount:	$8,818.93 *
25977	JS COMMUNICATIONS, INC.	03	00	Total Payment Amount:	$1,705.14 *
26029	HUDL	03	00	Total Payment Amount:	$9,900.00 *
26057	BSN SPORTS, INC	03	00	Total Payment Amount:	$877.24 *
26089	FOLLETT CONTENT SOLUTIONS	03	00	Total Payment Amount:	$578.75 *
26109	CVIN LLC	03	00	Total Payment Amount:	$15,546.10 *
26162	J & E RESTAURANT SUPPLY INC	03	00	Total Payment Amount:	$197.00 *
26270	A&E INDUSTRIAL CLEANING	03	00	Total Payment Amount:	$609.15 *
26320	VALLEY SECURITY ALARM	03	00	Total Payment Amount:	$993.25 *
26395	MEDALLION SUPPLY	03	00	Total Payment Amount:	$1,084.69 *
26398	HCI SYSTEMS, INC.	03	00	Total Payment Amount:	$5,441.00 *
26415	ESQUEDA, ROSALIND	01	06	Total Payment Amount:	$4,833.50 *
26478	VALLEY ROP	09	00	Total Payment Amount:	$43,961.33 *
26489	ERC	03	00	Total Payment Amount:	$17,025.00 *
26497	BULK BOOKSTORE	03	00	Total Payment Amount:	$18,971.11 *
26516	GRIST INSPECTIONS	01	06	Total Payment Amount:	$6,000.00 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
26590	BRAINPOP	03	00	Total Payment Amount:	$5,715.00 *
26666	G2SOLUTIONS, INC.	03	00	Total Payment Amount:	$99.95 *
26687	DOCTORS OCCUPAIONAL TESTING SO	01	05	Total Payment Amount:	$1,190.00 *
26711	DUMONT PRINTING	03	00	Total Payment Amount:	$2,441.63 *
26734	TORRES VALLEY WIDE STEAM CLEAN	01	06	Total Payment Amount:	$2,475.00 *
26912	AMAZON CAPITAL SERVICES	03	00	Total Payment Amount:	$81,934.38 *
26973	CAL APPAREL	03	00	Total Payment Amount:	$1,293.32 *
26985	WILMINGTON TRUST FEE COLLECTIO	00	00	Total Payment Amount:	$1,500.00 *
26991	KAJEET INC.	03	00	Total Payment Amount:	$215.36 *
27008	SUNBELT RENTALS, INC.693182	03	00	Total Payment Amount:	$1,626.46 *
27046	FORTUNA UNIFIED SCHOOL DISTRIC	09	00	Total Payment Amount:	$975.00 *
27080	GEORGIA STATE UNIVERSITY	00	00	Total Payment Amount:	$1,250.00 *
27242	BLUELIGHT ELECTRIC	03	00	Total Payment Amount:	$300.00 *
27258	ALTA FENCING COMPANY	01	06	Total Payment Amount:	$237,816.27 *
27299	NUESTRO TIEMPO PUBLISHING	01	06	Total Payment Amount:	$1,623.50 *
27428	CINTAS	03	00	Total Payment Amount:	$4,206.93 *
27456	ZAJONC CORP	03	00	Total Payment Amount:	$39,500.00 *
27461	JOHNSTONE SUPPLY	03	00	Total Payment Amount:	$1,376.24 *
27488	YETTEM-SEVILLE CSD	03	00	Total Payment Amount:	$87.65 *
27493	SOLIANT HEALTH, LLC	06	06	Total Payment Amount:	$9,200.00 *
27495	MK WALKER CONSULTING	01	06	Total Payment Amount:	$4,030.00 *
27504	SCHOLASTIC BOOKCLUBS	00	00	Total Payment Amount:	$16,478.21 *
27517	SIERRA RANGE CONSTRUCTION	03	00	Total Payment Amount:	$12,275.00 *
27532	ALLIED STORAGE CONTAINERS	03	00	Total Payment Amount:	$1,236.97 *
27557	TURF TANK	03	00	Total Payment Amount:	$2,500.87 *
27565	CALIFORNIA TURF EQUIPMENT	03	00	Total Payment Amount:	$13,638.42 *
27574	HD SUPPLY	03	00	Total Payment Amount:	$6,452.18 *
27593	LEAF	06	01	Total Payment Amount:	$5,352.84 *
27595	WATER SYSTEM SOLUTIONS LLC	03	00	Total Payment Amount:	$415.00 *
27596	SCP POOL DISTIBUTORS LLC	00	00	Total Payment Amount:	$407.73 *
27602	INTERNATIONAL ACADEMY OF SCIEN	09	00	Total Payment Amount:	$790.00 *
27663	SAVECO #22	03	00	Total Payment Amount:	$325.57 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
27697	ZERO NOX, INC.	03	00	Total Payment Amount:	$484.27 *
27726	LEONA WOODS	01	06	Total Payment Amount:	$8,631.00 *
27730	DOLLYWOOD FOUNDATION	03	00	Total Payment Amount:	$673.95 *
27743	EDP ENVIRONMENTS, INC.	03	00	Total Payment Amount:	$26,649.00 *
27754	VISALIA PAINTING	01	06	Total Payment Amount:	$24,640.00 *
27777	MACKIN EDUCATIONAL RESOURCES	03	00	Total Payment Amount:	$681.91 *
27788	AT & T CALNET 4	00	00	Total Payment Amount:	$3,993.40 *
27802	MEEHLEIS MODULAR BUILDINGS, IN	03	00	Total Payment Amount:	$162,592.79 *
27825	CRANIUM COMPANY, LLC, THE	03	00	Total Payment Amount:	$4,430.00 *
27839	QUEVEDO, VALERIA	00	00	Total Payment Amount:	$52.13 *
27854	SHIRTS UNLIMITED LLC	03	00	Total Payment Amount:	$3,714.80 *
27899	MINERAL KING PUBLISHING, INC.	03	00	Total Payment Amount:	$480.50 *
27902	PREFERRED MOBILE EQUIPMENT	01	06	Total Payment Amount:	$523.32 *
27903	VIDES, DIANA	00	00	Total Payment Amount:	$1,055.19 *
27926	QUADIENT LEASING USA, INC.	03	00	Total Payment Amount:	$1,890.00 *
27927	USPS-POC	03	00	Total Payment Amount:	$3,400.00 *
27956	EWELL EDUCATION SERVICES, INC.	03	00	Total Payment Amount:	$590.00 *
27986	APPTEGY, INC.	03	00	Total Payment Amount:	$37,926.00 *
27987	STATE CENTER COMMUNITY COLLEGE	09	00	Total Payment Amount:	$200.00 *
27994	GAME PLAN ATHLETIC TRAINING	01	06	Total Payment Amount:	$6,387.50 *
28003	TODD COMPANIES	03	00	Total Payment Amount:	$20,684.20 *
28011	AVERHEALTH	03	00	Total Payment Amount:	$160.00 *
28076	GONZALEZ, LAURA	00	00	Total Payment Amount:	$24.85 *
28118	LEZO-GARCIA, KEYLA	00	00	Total Payment Amount:	$13.93 *
28145	KASEYA US, LLC	03	00	Total Payment Amount:	$7,856.80 *
28147	SANDOVAL, SERGIO	01	06	Total Payment Amount:	$414.00 *
28176	UNITED HEALTH CENTERS OF THE	09	00	Total Payment Amount:	$49,618.95 *
28187	PUENTE, BIANCA K.	00	00	Total Payment Amount:	$66.43 *
28191	QUEZADA, LORENA	00	00	Total Payment Amount:	$73.64 *
28197	E.L. ACHIEVE, INC.	03	00	Total Payment Amount:	$10,292.01 *
28254	MCLOGAN SUPPLY CO, INC.	03	00	Total Payment Amount:	$1,310.72 *
28271	HEALTHY CAMPUS	03	00	Total Payment Amount:	$41,562.58 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
28288	ASCENDANCY SOLUTIONS, INC	03	00	Total Payment Amount:	$4,840.00 *
28313	MGT IMPACT SOLUTIONS, LLC	06	06	Total Payment Amount:	$32,511.65 *
28323	NORTHSTAR CHEMICAL	06	06	Total Payment Amount:	$2,032.00 *
28339	IGNITE 2 UNITE, LLC	03	00	Total Payment Amount:	$17,500.00 *
28341	CHARACTERSTRONG LLC	06	06	Total Payment Amount:	$999.00 *
28348	ACTUARIAL RETIREMENT	06	06	Total Payment Amount:	$5,680.00 *
28350	TREVIPAY - WALMART	03	00	Total Payment Amount:	$58.98 *
28351	ROYALE MANAGEMENT GROUP, LLC	03	00	Total Payment Amount:	$5,991.00 *
28355	PBC GURU LLC	06	06	Total Payment Amount:	$2,738.00 *
28359	THE REGENTS OF THE UNIVERSITY	09	00	Total Payment Amount:	$6,000.00 *
28361	ROBLES, JULIA	00	00	Total Payment Amount:	$94.71 *
28362	CORTES, MICHELLE	00	00	Total Payment Amount:	$204.91 *
28402	GONZALEZ, SASHA M.	00	00	Total Payment Amount:	$65.73 *
28459	GIMKIT, INC	03	00	Total Payment Amount:	$650.00 *
28460	LEDBETTER, TARYN ROSE	01	06	Total Payment Amount:	$75.00 *
28461	DIGIACOMO, SOPHIA	01	06	Total Payment Amount:	$75.00 *
28462	BASILIA-TAMEZ, ANNELISE	01	06	Total Payment Amount:	$75.00 *
28463	MADRIGAL, CELESTE	01	06	Total Payment Amount:	$75.00 *
28464	RODRIGUEZ, ANDRES	01	06	Total Payment Amount:	$75.00 *
28465	WESTERN CRANE	01	06	Total Payment Amount:	$500.00 *
28466	MORENO, GRISELDA	00	00	Total Payment Amount:	$73.15 *
28467	FREEWAY TOYOTA OF HANFORD	00	00	Total Payment Amount:	$50,915.95 *
28468	BURCIAGA, MONSERRAT	01	06	Total Payment Amount:	$1,250.00 *
				Total Payment Amount:	$2,776,848.92 *

Vendor No.	Vendor Name	Ven. Type	1099	Amount
			Grand Total Payment Amount:	$2,776,848.92 **

TOTAL PAYMENTS SUMMARY REPORT

September 30, 2025 to October 28, 2025

Books, Materials & Supplies *40xxx - 44000*	$	251,529
Food - Food Services *47xxx*	$	169,340
Professional Services, Operations & Repairs *51xxx - 54xxx, 56xxx - 58000*	$	632,659
Utilities & Communications *55xxx & 59xxx*	$	42,261
Capital Outlay (Construction & Equipment) *6xxxx*	$	814,436
Federal Interest Remittance *866xx*	$	10,490
Health Insurance *9xxxx*	$	856,134
TOTAL	**$**	**2,776,849**

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

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

DISCUSSION:

At the start of each month, the Business Office reviews the District cash position to ensure adequate cash reserves are on hand to pay for District operations. The October 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 October 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	$57,399,174.06	$5,840,889.17	982.71
N/A	8	0800	Student Activity Special Revenue Fund	$0.00		
AAQ	8	1100	Adult Education Fund	$53,172.27	$31,154.11	170.67
AWL	8	1200	Child Development Fund	$1,763,202.63	$168,646.61	1,045.50
AUB	8	1300	Cafeteria Special Revenue Fund	$2,735,965.77	$177,706.32	1,539.60
AAT	8	1700	Special Reserve Fund for Other than Capital Outlay Pr	$0.66		
AZT	8	2110	Building Fund #1	$7,891,232.85		
AJS	8	2120	Building Fund # 2	$333,716.18		
AJK	8	2510	Developer Fees Fund	$18,608.96		
AAW	8	3500	County School Facilities Fund - New Construction	$841.00		
ABF	8	3510	County School Facilities Fund - Modernization	$1,740,806.90		
AAV	8	4000	Special Reserve Fund for Capital Outlay Projects	$0.05		
689	8	5100	Bond Interest & Redemption Fund - #1	$737,420.66		
61C	8	5110	Bond Interest & Redemption Fund - #2	$592,262.77		
61D	8	5120	Bond Interest & Redemption Fund - #3	$0.00		
			Report Total	**$73,266,404.76**		

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**BUDGET REVISION # 4**
ATTACHMENTS:	**BUDGET REVISION # 4**
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 # 4 is for October 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 # 4.**

PROPOSED ACTION: **APPROVE**

Item #: 5

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

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**010 General Fund**				
LCFF	62,443,326	62,910,520	(89,807)	62,820,713	1
Federal Revenues	14,174,103	14,327,891	(7,061)	14,320,830	1
Other State Revenues	14,885,136	15,165,299	2,489,366	17,654,665	1
Other Local Revenues	3,339,856	3,397,531	318,336	3,715,867	1
Revenues	**94,842,421**	**95,801,241**	**2,710,834**	**98,512,075**	
Expenditures					
Certificated Salaries	31,727,511	31,927,326	(166,808)	31,760,518	1
Classified Salaries	15,852,450	15,890,625	441,111	16,331,736	1
Employee Benefits	24,950,184	25,099,054	(37,310)	25,061,744	1
Books and Supplies	6,149,469	7,490,357	796,853	8,287,210	1
Services, Other Operating	13,751,377	15,778,966	2,116,902	17,895,868	1
Capital Outlay	10,313,740	11,137,700	729,112	11,866,812	1
Other Outgo	1,469,864	1,469,864	-	1,469,864	
Indirect Costs	(222,305)	(206,126)	1,431	(204,695)	1
Total Expenditures	**103,992,289**	**108,587,766**	**3,881,291**	**112,469,057**	
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	(404)	330,653	2
Other Local Revenue	-	-	-	-	
Revenues	**436,210**	**436,210**	**(404)**	**435,806**	
Expenditures					
Certificated Salaries	116,585	116,585	20,681	137,266	2
Classified Salaries	55,506	55,506	12,410	67,916	2
Employee Benefits	77,893	77,893	25,887	103,780	2
Books and Supplies	10,444	10,444	(4,173)	6,271	2
Services, Other Operating	160,640	160,640	(55,190)	105,450	2
Capital Outlay	-	-	-	-	
Indirect Costs	15,142	15,142	(19)	15,123	2
Total Expenditures	**436,210**	**436,210**	**(404)**	**435,806**	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**120 Child Development Fund**				
Other State Revenues	2,518,810	2,532,669	243,907	2,776,576	3
Other Local Revenues	-	-	-	-	
Revenues	**2,518,810**	**2,532,669**	**243,907**	**2,776,576**	
Expenditures					
Certificated Salaries	210,000	210,000	220,132	430,132	3
Classified Salaries	1,141,086	1,141,086	(133,173)	1,007,913	3
Employee Benefits	804,560	804,560	(67,899)	736,661	3
Books and Supplies	150,733	164,592	11,424	176,016	3
Services, Other Operating	39,628	39,628	20,072	59,700	3
Capital Outlay	70,000	70,000	15,000	85,000	3
Indirect Costs	118,803	118,803	1,457	120,260	3
Total Expenditures	**2,534,810**	**2,548,669**	**67,013**	**2,615,682**	
Fund:	**130 Cafeteria Special Revenue Fund**				
Federal Revenues	4,232,940	4,232,940	(24,887)	4,208,053	4
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**	**(24,887)**	**5,133,325**	
Expenditures					
Certificated Salaries	20,518	20,518	204	20,722	4
Classified Salaries	1,283,593	1,308,063	3,101	1,311,164	4
Employee Benefits	671,801	680,763	1,060	681,823	4
Books and Supplies	2,785,626	2,775,626	(24,912)	2,750,714	4
Services, Other Operating	185,150	200,800	-	200,800	
Capital Outlay	300,000	300,000	-	300,000	
Indirect Costs	88,360	88,360	(19,048)	69,312	4
Total Expenditures	**5,335,048**	**5,374,130**	**(39,595)**	**5,334,535**	

		Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund:	**211 Building Fund #1**					
Other Financing Sources/Uses		-	8,396,592	-	**8,396,592**	
Expenditures						
Services, Other Operating		-	-	-	-	
Capital Outlay		-	8,258,988	-	**8,258,988**	
Other Outgo		-	-	-	-	
Total Expenditures		-	**8,258,988**	-	**8,258,988**	
Fund:	**212 Building Fund #2**					
Expenditures						
Services, Other Operating		-	-	-	-	
Capital Outlay		-	737,687	-	737,687	
Other Outgo		-	-	-	-	
Total Expenditures		-	**737,687**	-	**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**	

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

General Fund

1) **LCFF Revenue** was reduced by $89,807 due to TCOE's recalculation of the 1st interim. **Federal Revenue** was reduced in the Title IV allocation. **Other State Revenues** was increased by $2,489,366 due to allocation of the Student Support Block Grant, receipt of the Literacy Coach grant for Palm School, an increase in Learning Recovery grant allocation and the SPED EEI Preschool grant. **Local Revenues** increased by $318,336 for Family Check Up allocation, Raices College & Career grant and SAE grant. **Certificated Salaries** and **Employee Benefits** decreased $166,808 to align with staff vacancies, **Classified Salaries** increased $441,111 to budget positions for new grant allocations. **Books & Supplies** and **Services, Other Operating** increased by $796,853 and $2,116,902 respectively due to budget for the new Student Support Block grant, the updated allocations and the increase in the Learning Recovery Grant. **Indirect Costs** was increased to align with current expenditures.

Adult Education Fund

2) **State Revenue** was reduced $404 to reflect the current AEGB allocation. **Certificated Salaries, Classifed Salaries** and **Employee Benefits** increased to budget for increased auxiliary time. **Books & Supplies** and **Services, Other Operating** was decreased to budget for the increased auxiliary costs. **Indirect Costs** decreased to align with current expenditures.

Child Development Fund

3) **State Revenue** was increased due to the Cost of Care allocations. **Certificated Salaries** was increased by $220,132 to reflect certificated position Child Development will be funding. **Classified Salaries** and **Employee Benefits** decreased $133,173 and $67,899, respectively, to move 50% of TK Preschool teachers salaries into the general fund. **Books & Supplies** and **Services, other Operating** increased due to program need. **Capital Outlay** increased $15,000 to pay for the architect fees for the Cutler Preschool playground shade. **Indirect Costs** increased to align with budget.

Cafeteria Fund

2) **Federal Revenue** was reduced by $24,887 in Fresh Fruit and Vegetable grant. **Certificated Salaries, Classifed Salaries** and **Employee Benefits** increased due to the 1% salary increase. **Books** and **Supplies** decreased to budget for reduction in FFAV grant. **Indirect Costs** reduced due to CCFP grant not allowing indirect costs.

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

INTER-DISTRICT TRANSFER REQUESTS

November 13, 2025

OUTGOING REQUESTS for 2025-2026			
Student	**District Requested**	**Reason**	**Approved/ Denied**
A. Caballero	Visalia	Parent Employment	Approved

INCOMING REQUESTS for 2025-26			
Student	**District of Residence**	**Reason**	**Approved/ Denied**
N. Martinez	Stone Corral	Unsatisfactory Attendance	Denied
D. Martinez	Stone Corral	Unsatisfactory Attendance / Grades	Denied
K. Pimentel	Stone Corral	Unsatisfactory Attendance / Grades	Denied
J. Marin	Visalia	Child Care	Approved
M. Marin	Visalia	Child Care	Approved
D.I. Telles	Monson-Sultana	Unsatisfactory Attendance	Denied
X. Ocana	Visalia	Continued Attendance	Approved

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVAL OF OVERNIGHT DISNEY IMAGINATION CAMPUS TRIP**

ATTACHMENTS: **AVTIVITY REQUEST AND DISNEY IMAGINATION CAMPUS QUOTES**

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

DISCUSSION: Attached for Board approval are overnight trips to Disney Imagination Campus. Disney Imagination Campus is designed to teach children STEAM (science, technology, engineering, arts, and math) while giving them the opportunity to explore different concepts and enhance their education outside the traditional classroom. Sessions offered on these days are Physics of Disney and Theme Park Design. Presented for approval are dates for Disney Imagination Campus; November 22, 23, 24, and 25, 2025. These trips are offered to 3rd-8th grade students districtwide. Breakfast, lunch, dinner, and transportation will be provided. The cost for this amazing opportunity is approximately $164,128.00. Transportation $44,213.00.

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 quotes for Disney Imagination Campus Educational Trips.**

PROPOSED ACTION: **APPROVE**

Item #: 7

Cutler-Orosi Joint Unified School District

12623 Avenue 416 Orosi, CA 93647

ACTIVITY REQUEST FORM

Teacher/Coach Jayboy Camaquin Date Submitted 10 /30 /2025

Type of Activity: Fundraiser ◯ Field Trip ⊗ Assembly/Parent Program ◯

Other ☐ 3rd- 8 Grade Disney Imagination Campus Sessions

Please list approved fundraiser: _____

Does this activity require an overnight stay? YES ⊗ NO ◯

Please note that any activity requiring an overnight stay MUST be Board approved one month in advance! Please submit this paperwork at least 6 weeks before the overnight trip. For all other activities, please submit paperwork at least 4 weeks prior to activity.

Grades/Departments/Club/Team Involved: ELOP Funded Thanksgiving Learning Festival

Activity Date 11 /22-25/ 2025 **Activity Time** 5:30 am **to** 1:00 am **Location** Disneyland Park

Activity Purpose Elem & EM ELOP Funded Thanksgiving Learning Festival Imagination Campus Sessions (3r - 8th GR)

Transportation Needed? YES ⊗ **NO** ◯

If "YES" please complete and attach the Transportation Request Form to this Activity Request form.

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

Name(s) of person(s) driving _____

What is the impact of this activity/trip on instructional time?

No this is during the Thanksgiving Break

How is this activity correlated to the standards or to topics currently under study?

ELOP 30 days requirements for the program - Providing COJUSD students in 3rd-8th grade opportunities for STEAM program.

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

No, it is not a fundraising activity.

Who is responsible for collecting money from fundraisers or for field trip? n/a

Remember any field trip must have enough money collected to ensure that all children in the group/club/class can participate whether or not they choose to participate.

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

Signature of Teacher/Coach Jayboy Camaquin	Date 10/30/2025	Cell # - for field trips only
Signature of Department Chair/Grade Level Lead or Activity Director/Athletic Director Jayboy Camaquin	Date 10/30/2025	
Signature of Administrator	Date	Approved ◉ Rejected ◯

Reason for Rejection: _____

Jayboy Camaquin <jacamaquin@cojusd.org>

Your Disney Imagination Campus Education Workshop Ticket Order.

4 messages

Disneyland Reservations <dlr.guest.mail@disneyonline.com> Thu, Sep 4, 2025 at 10:05 AM
Reply-To: donotreply@starwave.com
To: jacamaquin@cojusd.org

Thank You. Your Order Is Pending.

Group ID# WRK50400071755

Your order has been received and will be verified by a Disney Imagination Campus Ticketing Specialist prior to payment processing. Should there be any discrepancies in your order, you will be notified via phone or e-mail. You will receive another email when your order has been processed.

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific standard time.

If you have any questions about this ticket order, please email DLR.WDTC.Ticket.Sales.and.Service@disney.com or call (714) 520-7053. Ticket Sales and Service specialists can be reached by phone Monday through Friday, 8:30am-5:00pm Pacific standard time.

Payment Instructions

Credit Card
If you have placed a credit card on this order, the card will be charged when your order has been verified.

Organizational Check, Money Order, or Cashier's Check
If you are paying by check, we must receive payment prior to sending the final confirmation email. Personal checks are **not** accepted. Acceptable forms of checks are organizational check, money order, or cashier's check only.
In order to avoid cancellation the check must be received within 30 days of placing the order but not later than 60 days prior to the first date of visit, whichever is earlier. Organizational checks **must** have organization's name and address pre-printed on them.

Please make payable to the **Disneyland Resort** and send via **FedEx**, **UPS Delivery**, or **US Postal Service** to:

DLR Ticket Fulfillment
C/O Disneyland Resort
1020 W. Ball Rd
DL 9115A
Anaheim, CA 92802

Wire Transfer Payments

Bank Info:
JP Morgan Chase Bank, N.A.
4 New York Plaza
New York, NY 10004

Account Info:
Payable to: Disneyland Resort
ABA Routing #: 021000021 (Domestic)
Swift #: CHASUS33 (International)
Account: 700627503 (Wire Transfers only. No Deposits)
Federal Tax ID#: 95-2412883
Reference/Comments on Wire Transfer: Group Name and Arrival date

Please allow fifteen (15) business days from the time the order is received for printing and processing.

Ticket Invoice & Delivery Information

Below you will find important information regarding your order, which can be printed and kept for personal records or forwarded to your organization's bookkeeper or finance department to serve as an invoice.

El Monte School - Team Work The Disney Way
Cutler Orosi Joint Unified
Jayboy Camaquin
jacamaquin@cojusd.org
Arrival Date: 11/22/2025
TM2A25E

Order Summary

Theme Park Ticket Package

78102 - K25 - 1-Day 1 Park Peak,
Quantity: 27, Unit Price: $234.00, Total: $6,318.00

Included in Your Package

Education Workshop Fee, Quantity 27

Theme Park Tickets

1-Day Peak Ticket with Admission to 1 Park - Guest,
Quantity: 2, Unit Price: $194.00, Total: $388.00

See important details below.

Disneyland Complimentary Tickets

1-Day Ticket with Admission to 1 Park - Complimentary Guest,
Quantity: 2, Unit Price: $0.00, Total: $0.00

See important details below.

Parking Vouchers

Bus/Large Van (1-Day Standard Parking),
Quantity: 1, Unit Price: $45.00, Total: $45.00

See important details below.

Disney Dine Cards

Disney Dining Card,
Quantity: 32, Unit Price: $40.00, Total: $1,280.00

See important details below.

Price and Payment Summary

Order Date: September 04, 2025

Price	$8,031.00
Shipping	$0.00
Total Order Price	$8,031.00
Payment Pending	**-$8,031.00**

Know Before You Go

FREQUENTLY ASK QUESTIONS:

Parking
Please see https://disneyland.disney.go.com/guest-services/parking/ for parking fee information.

Accommodations
If you are interested in booking *Disneyland*® Resort Rooms, please call 714-520-6425 for less than ten (10) guest rooms or call 714-520-5004 for ten (10) or more guest rooms.

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific

standard time. Guests under age 18 must have parent or guardian permission to call.

If you have any questions about this ticket order, please email DLR.WDTC.Ticket.Sales.and.Service@disney.com or call (714) 520-7053. Ticket Sales and Service specialists can be reached by phone Monday through Friday, 8:30am-5:00pm Pacific standard time.

Contact Us

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific standard time. Guests under age 18 must have parent or guardian permission to call.

If you have any questions about this ticket order, please email DLR.WDTC.Ticket.Sales.and.Service@disney.com or call (714) 520-7053. Ticket Sales and Service specialists can be reached by phone Monday through Friday, 8:30am-5:00pm Pacific standard time.

Terms and Conditions

Ticket Store Terms & Conditions

1. Disney Imagination Campus Student Group Tickets are available for use by organized youth groups consisting of ten (10) or more youths ages 3-22 who are visiting the Disneyland Resort on the same day. A majority of the group must be youths ages 3-22 to be eligible for Student Group Tickets. Groups attending a convention or meeting are not eligible for Student Group Tickets. Without an accompanying Disney Imagination Campus performing arts or education program experience, Student Group Tickets may only be used by organized groups located within, and whose travel will originate from, the fifty United States, Canada, Puerto Rico, U.S. Virgin Islands and Mexico. A minimum purchase of ten (10) tickets is required. One complimentary chaperone ticket is provided per ten (10) tickets purchased for eligible youths (and not returned to Disney). All complimentary chaperone tickets will be of the same ticket type, which will be determined based on the youth ticket type with the highest total ticket value in your order (calculated by multiplying the ticket quantity by the applicable ticket price). Additional guests of eligible youths may purchase tickets at the same discounted rates available to eligible youths. Theme park tickets and reservations are not required for children 2 and under. By submitting your ticket order, you acknowledge and agree that you have submitted completed COVID-19 liability waivers to Disney for all individuals for whom tickets are being ordered hereunder. Additional qualifying information may be required after the ticket order is submitted. You must submit your ticket order and full payment at least sixty (60) days prior to your arrival date. No Will Call available for this program. Tickets are date-specific and will be valid on the visit date(s) specified on your approved ticket order. No personal checks will be accepted for payment. Purchases of any theme park parking passes are not valid for oversized or commercial vehicles, Downtown Disney District parking or hotel parking; parking passes do not include theme park admission.

2. All program experiences purchased hereunder, if any, are subject to the additional terms and conditions set forth in your program application and in your program participation agreement.

3. Program experiences and tickets, and associated features and entitlements such as the Park Hopper entitlement, are nonrefundable, non transferable, revocable and may not be redeemed for cash, subject to the terms set forth herein. Each ticket admits one person. All prices are in US dollars. Orders are not accepted until confirmed by Disney.

4. You must return to Disney, at your sole cost and expense, before the last visit date specified on your approved ticket order (the "Visit End Date"), all tickets that have not been sold or otherwise distributed to eligible youths or their guests (regardless of refund eligibility); provided, however, that, if you advise Disney in writing (email is acceptable) before the Visit End Date, of the tickets you will be returning, you need not physically deliver to Disney the tickets to be returned until thirty (30) days after the Visit End Date (or such other time period specified in a separate written agreement between you and Disney). The tickets must be returned with a copy of the original invoice attached.

Tickets to be returned must be sent to Disney at the location and in the manner directed by Disney at the time of such return. You may request a refund for tickets returned hereunder and program experience fees as set forth below; provided, however, that (i) any such refund request (including, without limitation, the method and conditions of such refund) will be considered by Disney in its sole and absolute discretion, (ii) you will be solely responsible for any refunds to eligible youths and their guests, and (iii) no refund will be given for tickets or program experiences used in whole or in part, for any lost, stolen or damaged tickets, for any complimentary tickets, or for any tickets not returned to Disney in strict conformity with these requirements. You may request a pro rata refund of the total theme park tickets purchased and program experience fees paid hereunder (the "Total Fees") only if (a) all remaining tickets after distribution to eligible youths or their guests are returned, and such returned tickets and program experiences are wholly unused; (b) you advise Disney in writing before the Visit End Date of the number of unused tickets to be returned; and (c) you physically deliver such tickets to Disney no more than thirty (30) days after the Visit End Date (or such other time period specified in a separate written agreement between you and Disney) (i.e., Disney must receive such tickets by such date). No refund for any tickets or program experience fees will be provided if any of these requirements is not satisfied. The refund amount will be equal to the percentage of Tickets returned multiplied by the Total Fees, but in no event shall the refund exceed ten percent (10%) of the Total Fees. You represent and warrant that (i) all tickets that you purchase from Disney, other than those returned to Disney in accordance with the above requirements, will be distributed to eligible youths or their guests before Visit End Date, and (ii) you will not retain ownership or (except as to tickets to be returned to Disney within the period referenced above) possession of any tickets after the Visit End Date.

5. To enter one of the parks, each Guest is required to have a theme park reservation in addition to a valid ticket for the same park on the same date. Park reservations are limited and subject to availability, restrictions, change and cancellation at any time. Park reservations are non-transferable and void if transferred or sold. Park admission is not guaranteed.

6. Program experiences and tickets may not be sold, bartered nor exchanged for goods, services or benefits. Each ticket, with applicable park reservation, admits one Guest. Program experiences and tickets are non transferable and must be used by the same person on any and all days. Valid photo identification confirmation, applicable ticket and valid theme park reservation are required for readmission to the same park and, if applicable, crossover to the other park. Disney is not responsible for lost or stolen tickets or property. Theme parks, restaurants, attractions, entertainment, products, services and offerings may be modified or limited in capacity or availability; are subject to change, closure, cancellation and discontinuance without notice due to rehabilitation, refurbishing, capacity, seasonal considerations, weather, low demand, government or other authority guidance or order, pandemic-related restrictions, special events, or any other reason without liability to the Released Parties, named below; and are not guaranteed. No refunds given for any such changes or cancellations.

7. Unless otherwise specifically stated, tickets are not valid for special or premium events or other activities which are separately priced, or for special events that are not open to the general public. It is agreed between the Released Parties, named below, and ticket users that all claims for injury or loss arising incident to presence on the Released Parties' property shall be litigated in Orange County, California. Disney reserves the right to refuse admittance to any person or persons.

8. Disney shall have the right to cancel any program experiences, tickets or entitlements at any time and for any reason, and provide an applicable refund. Program experiences and tickets are nonrefundable unless cancelled by Disney, subject to the terms set forth herein. If Disney cancels a program experience or ticket due to misconduct of the holder, no refund shall be due.

9. Due to various restrictions and limitations, tickets cannot be shipped to all locations. Title to the tickets passes upon delivery of the tickets in Anaheim, California to the shipper. Additional charges apply based on delivery method chosen, and on international orders. Recipient is responsible for any duty or custom charges or expenses.

10. 1-day tickets must be used on the visit date specified on your approved ticket order. Multi-day tickets must be used within 13 days after first use or by the Visit End Date, whichever occurs first, and each day of use of a ticket constitutes one full day of use.

11. Unless otherwise stated, the amount paid for any wholly unused, expired Disneyland Resort theme park ticket, except for special event tickets or tickets purchased from a third party, may be applied towards the purchase of a new theme park admission ticket at the current price so long as the new ticket purchase price is equal to or greater than the amount paid for the original ticket. The amount paid for any Theme park ticket may not be redeemed for cash or used for any other goods or services other than for another theme park admission ticket. No credit or refunds will be given for the non-use of any portion of a theme park admission ticket's entitlements (e.g., using a 4-day ticket for 3 days' of admission; using a 1-Day Standard Season ticket on a Value date; only entering one park with a Park Hopper ticket; etc.).

12. All features and entitlements of tickets and program experiences are subject to change without notice. Other restrictions may apply. All sales of program experiences, tickets and entitlements take place in and are consummated in the State of California. These terms and conditions are subject to change, and notice of such change will be given if and when revised terms and conditions are posted on this web site.

13. Disney eTickets purchased online or on the Disneyland app will not be delivered immediately and delivery may take up to 24 hours after purchase confirmation. If you purchase Disney eTickets and do not receive them, please visit a ticket booth where you must present valid ID and the payment card used to purchase your Disney eTickets. Disney is not responsible for any loss or inconvenience caused by computer or mobile device error, or unauthorized duplication or sale of any

Disney eTicket. In the event that duplicate Disney eTickets are presented for theme park admission, Disney reserves the right to refuse entry.

14. Disney reserves the right to require a Guest to leave if they are (i) not properly wearing an approved face covering, (ii) using profanity or offensive language towards Disney Cast Members or other Guests and/or (iii) violating any other Park Rules.

15. These terms and conditions shall be governed by the laws of the State of California. The Released Parties are: Walt Disney Parks and Resorts U.S., Inc.; Disney Destinations, LLC; Disney Vacation Development, Inc.; Disney Vacation Club Management LLC; and their respective parents, subsidiary, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

Disneyland Reservations <dlr.guest.mail@disneyonline.com> Thu, Sep 4, 2025 at 10:21 AM
Reply-To: donotreply@starwave.com
To: jacamaquin@cojusd.org



Thank You. Your Order Is Pending.

Group ID# WRK50400071755

Your order has been received and will be verified by a Disney Imagination Campus Ticketing Specialist prior to payment processing. Should there be any discrepancies in your order, you will be notified via phone or e-mail. You will receive another email when your order has been processed.

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific standard time.

If you have any questions about this ticket order, please email DLR.WDTC.Ticket.Sales.and.Service@disney.com or call (714) 520-7053. Ticket Sales and Service specialists can be reached by phone Monday through Friday, 8:30am-5:00pm Pacific standard time.

Payment Instructions

Credit Card
If you have placed a credit card on this order, the card will be charged when your order has been verified.

Organizational Check, Money Order, or Cashier's Check
If you are paying by check, we must receive payment prior to sending the final confirmation email. Personal checks are **not** accepted. Acceptable forms of checks are organizational check, money order, or cashier's check only.
In order to avoid cancellation the check must be received within 30 days of placing the order but not later than 60 days prior to the first date of visit, whichever is earlier. Organizational checks **must** have organization's name and address pre-printed on them.

Please make payable to the **Disneyland Resort** and send via **FedEx**, **UPS Delivery**, or **US Postal Service** to:

DLR Ticket Fulfillment
C/O Disneyland Resort
1020 W. Ball Rd
DL 9115A
Anaheim, CA 92802

Wire Transfer Payments

Bank Info:
JP Morgan Chase Bank, N.A.
4 New York Plaza
New York, NY 10004

Account Info:
Payable to: Disneyland Resort
ABA Routing #: 021000021 (Domestic)
Swift #: CHASUS33 (International)
Account: 700627503 (Wire Transfers only. No Deposits)
Federal Tax ID#: 95-2412883
Reference/Comments on Wire Transfer: Group Name and Arrival date

Please allow fifteen (15) business days from the time the order is received for printing and processing.

Ticket Invoice & Delivery Information

Below you will find important information regarding your order, which can be printed and kept for personal records or forwarded to your organization's bookkeeper or finance department to serve as an invoice.

Cutler Elementary
Cutler Orosi Joint Unified
Jayboy Camaquin
jacamaquin@cojusd.org
Arrival Date: 11/23/2025
TM2A25E

Order Summary

Theme Park Ticket Package

78101 - K25 - 1-Day Park Hopper Regular,
Quantity: 144, Unit Price: $266.00, Total: $38,304.00

Included in Your Package

Education Workshop Fee, Quantity 144

Theme Park Tickets

1-Day Regular Park Hopper Ticket - Guest,
Quantity: 15, Unit Price: $226.00, Total: $3,390.00

See important details below.

Disneyland Complimentary Tickets

1-Day Park Hopper Ticket - Complimentary Guest,
Quantity: 14, Unit Price: $0.00, Total: $0.00

See important details below.

Parking Vouchers

Bus/Large Van (1-Day Standard Parking),
Quantity: 3, Unit Price: $45.00, Total: $135.00

See important details below.

Disney Dine Cards

Disney Dining Card,
Quantity: 175, Unit Price: $40.00, Total: $7,000.00

See important details below.

Price and Payment Summary

Order Date: September 04, 2025

Price	$48,829.00
Shipping	$0.00
Total Order Price	$48,829.00
Payment Pending	**-$48,829.00**

Know Before You Go

FREQUENTLY ASK QUESTIONS:

Parking
Please see https://disneyland.disney.go.com/guest-services/parking/ for parking fee information.

Accommodations

If you are interested in booking *Disneyland*® Resort Rooms, please call 714-520-6425 for less than ten (10) guest rooms or call 714-520-5004 for ten (10) or more guest rooms.

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific standard time. Guests under age 18 must have parent or guardian permission to call.

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Terms and Conditions

Ticket Store Terms & Conditions

1. Disney Imagination Campus Student Group Tickets are available for use by organized youth groups consisting of ten (10) or more youths ages 3-22 who are visiting the Disneyland Resort on the same day. A majority of the group must be youths ages 3-22 to be eligible for Student Group Tickets. Groups attending a convention or meeting are not eligible for Student Group Tickets. Without an accompanying Disney Imagination Campus performing arts or education program experience, Student Group Tickets may only be used by organized groups located within, and whose travel will originate from, the fifty United States, Canada, Puerto Rico, U.S. Virgin Islands and Mexico. A minimum purchase of ten (10) tickets is required. One complimentary chaperone ticket is provided per ten (10) tickets purchased for eligible youths (and not returned to Disney). All complimentary chaperone tickets will be of the same ticket type, which will be determined based on the youth ticket type with the highest total ticket value in your order (calculated by multiplying the ticket quantity by the applicable ticket price). Additional guests of eligible youths may purchase tickets at the same discounted rates available to eligible youths. Theme park tickets and reservations are not required for children 2 and under. By submitting your ticket order, you acknowledge and agree that you have submitted completed COVID-19 liability waivers to Disney for all individuals for whom tickets are being ordered hereunder. Additional qualifying information may be required after the ticket order is submitted. You must submit your ticket order and full payment at least sixty (60) days prior to your arrival date. No Will Call available for this program. Tickets are date-specific and will be valid on the visit date(s) specified on your approved ticket order. No personal checks will be accepted for payment. Purchases of any theme park parking passes are not valid for oversized or commercial vehicles, Downtown Disney District parking or hotel parking; parking passes do not include theme park admission.

2. All program experiences purchased hereunder, if any, are subject to the additional terms and conditions set forth in your program application and in your program participation agreement.

3. Program experiences and tickets, and associated features and entitlements such as the Park Hopper entitlement, are nonrefundable, non transferable, revocable and may not be redeemed for

cash, subject to the terms set forth herein. Each ticket admits one person. All prices are in US dollars. Orders are not accepted until confirmed by Disney.

4. You must return to Disney, at your sole cost and expense, before the last visit date specified on your approved ticket order (the "Visit End Date"), all tickets that have not been sold or otherwise distributed to eligible youths or their guests (regardless of refund eligibility); provided, however, that, if you advise Disney in writing (email is acceptable) before the Visit End Date, of the tickets you will be returning, you need not physically deliver to Disney the tickets to be returned until thirty (30) days after the Visit End Date (or such other time period specified in a separate written agreement between you and Disney). The tickets must be returned with a copy of the original invoice attached. Tickets to be returned must be sent to Disney at the location and in the manner directed by Disney at the time of such return. You may request a refund for tickets returned hereunder and program experience fees as set forth below; provided, however, that (i) any such refund request (including, without limitation, the method and conditions of such refund) will be considered by Disney in its sole and absolute discretion, (ii) you will be solely responsible for any refunds to eligible youths and their guests, and (iii) no refund will be given for tickets or program experiences used in whole or in part, for any lost, stolen or damaged tickets, for any complimentary tickets, or for any tickets not returned to Disney in strict conformity with these requirements. You may request a pro rata refund of the total theme park tickets purchased and program experience fees paid hereunder (the "Total Fees") only if (a) all remaining tickets after distribution to eligible youths or their guests are returned, and such returned tickets and program experiences are wholly unused; (b) you advise Disney in writing before the Visit End Date of the number of unused tickets to be returned; and (c) you physically deliver such tickets to Disney no more than thirty (30) days after the Visit End Date (or such other time period specified in a separate written agreement between you and Disney) (i.e., Disney must receive such tickets by such date). No refund for any tickets or program experience fees will be provided if any of these requirements is not satisfied. The refund amount will be equal to the percentage of Tickets returned multiplied by the Total Fees, but in no event shall the refund exceed ten percent (10%) of the Total Fees. You represent and warrant that (i) all tickets that you purchase from Disney, other than those returned to Disney in accordance with the above requirements, will be distributed to eligible youths or their guests before Visit End Date, and (ii) you will not retain ownership or (except as to tickets to be returned to Disney within the period referenced above) possession of any tickets after the Visit End Date.

5. To enter one of the parks, each Guest is required to have a theme park reservation in addition to a valid ticket for the same park on the same date. Park reservations are limited and subject to availability, restrictions, change and cancellation at any time. Park reservations are non-transferable and void if transferred or sold. Park admission is not guaranteed.

6. Program experiences and tickets may not be sold, bartered nor exchanged for goods, services or benefits. Each ticket, with applicable park reservation, admits one Guest. Program experiences and tickets are non transferable and must be used by the same person on any and all days. Valid photo identification confirmation, applicable ticket and valid theme park reservation are required for readmission to the same park and, if applicable, crossover to the other park. Disney is not responsible for lost or stolen tickets or property. Theme parks, restaurants, attractions, entertainment, products, services and offerings may be modified or limited in capacity or availability; are subject to change, closure, cancellation and discontinuance without notice due to rehabilitation, refurbishing, capacity, seasonal considerations, weather, low demand, government or other authority guidance or order, pandemic-related restrictions, special events, or any other reason without liability to the Released Parties, named below; and are not guaranteed. No refunds given for any such changes or cancellations.

7. Unless otherwise specifically stated, tickets are not valid for special or premium events or other activities which are separately priced, or for special events that are not open to the general public. It is agreed between the Released Parties, named below, and ticket users that all claims for injury or loss arising incident to presence on the Released Parties' property shall be litigated in Orange County, California. Disney reserves the right to refuse admittance to any person or persons.

8. Disney shall have the right to cancel any program experiences, tickets or entitlements at any time and for any reason, and provide an applicable refund. Program experiences and tickets are nonrefundable unless cancelled by Disney, subject to the terms set forth herein. If Disney cancels a program experience or ticket due to misconduct of the holder, no refund shall be due.

9. Due to various restrictions and limitations, tickets cannot be shipped to all locations. Title to the tickets passes upon delivery of the tickets in Anaheim, California to the shipper. Additional charges apply based on delivery method chosen, and on international orders. Recipient is responsible for any duty or custom charges or expenses.

10. 1-day tickets must be used on the visit date specified on your approved ticket order. Multi-day tickets must be used within 13 days after first use or by the Visit End Date, whichever occurs first, and each day of use of a ticket constitutes one full day of use.

11. Unless otherwise stated, the amount paid for any wholly unused, expired Disneyland Resort theme park ticket, except for special event tickets or tickets purchased from a third party, may be applied towards the purchase of a new theme park admission ticket at the current price so long as the new ticket purchase price is equal to or greater than the amount paid for the original ticket. The amount paid for any Theme park ticket may not be redeemed for cash or used for any other goods or services other than for another theme park admission ticket. No credit or refunds will be given for the non-use of any portion of a theme park admission ticket's entitlements (e.g., using a 4-day ticket for 3 days' of admission; using a 1-Day Standard Season ticket on a Value date; only entering one park with a Park Hopper ticket; etc.).

12. All features and entitlements of tickets and program experiences are subject to change without notice. Other restrictions may apply. All sales of program experiences, tickets and entitlements take place in and are consummated in the State of California. These terms and conditions are subject to change, and notice of such change will be given if and when revised terms and conditions are posted on this web site.

13. Disney eTickets purchased online or on the Disneyland app will not be delivered immediately and delivery may take up to 24 hours after purchase confirmation. If you purchase Disney eTickets and do not receive them, please visit a ticket booth where you must present valid ID and the payment card used to purchase your Disney eTickets. Disney is not responsible for any loss or inconvenience caused by computer or mobile device error, or unauthorized duplication or sale of any Disney eTicket. In the event that duplicate Disney eTickets are presented for theme park admission, Disney reserves the right to refuse entry.

14. Disney reserves the right to require a Guest to leave if they are (i) not properly wearing an approved face covering, (ii) using profanity or offensive language towards Disney Cast Members or other Guests and/or (iii) violating any other Park Rules.

15. These terms and conditions shall be governed by the laws of the State of California. The Released Parties are: Walt Disney Parks and Resorts U.S., Inc.; Disney Destinations, LLC; Disney Vacation Development, Inc.; Disney Vacation Club Management LLC; and their respective parents, subsidiary, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

Disneyland Reservations <dlr.guest.mail@disneyonline.com> Thu, Sep 4, 2025 at 10:33 AM
Reply-To: donotreply@starwave.com
To: jacamaquin@cojusd.org



Thank You. Your Order Is Pending.

Group ID# WRK50400071755

Your order has been received and will be verified by a Disney Imagination Campus Ticketing Specialist prior to payment processing. Should there be any discrepancies in your order, you will be notified via phone or e-mail. You will receive another email when your order has been processed.

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific standard time.

If you have any questions about this ticket order, please email DLR.WDTC.Ticket.Sales.and.Service@disney.com or call (714) 520-7053. Ticket Sales and Service specialists can be reached by phone Monday through Friday, 8:30am-5:00pm Pacific standard time.

Payment Instructions

Credit Card
If you have placed a credit card on this order, the card will be charged when your order has

been verified.

Organizational Check, Money Order, or Cashier's Check
If you are paying by check, we must receive payment prior to sending the final confirmation email. Personal checks are **not** accepted. Acceptable forms of checks are organizational check, money order, or cashier's check only.
In order to avoid cancellation the check must be received within 30 days of placing the order but not later than 60 days prior to the first date of visit, whichever is earlier. Organizational checks **must** have organization's name and address pre-printed on them.

Please make payable to the **Disneyland Resort** and send via **FedEx**, **UPS Delivery**, or **US Postal Service** to:

DLR Ticket Fulfillment
C/O Disneyland Resort
1020 W. Ball Rd
DL 9115A
Anaheim, CA 92802

Wire Transfer Payments

Bank Info:
JP Morgan Chase Bank, N.A.
4 New York Plaza
New York, NY 10004

Account Info:
Payable to: Disneyland Resort
ABA Routing #: 021000021 (Domestic)
Swift #: CHASUS33 (International)
Account: 700627503 (Wire Transfers only. No Deposits)
Federal Tax ID#: 95-2412883
Reference/Comments on Wire Transfer: Group Name and Arrival date

Please allow fifteen (15) business days from the time the order is received for printing and processing.

Ticket Invoice & Delivery Information
Below you will find important information regarding your order, which can be printed and kept for personal records or forwarded to your organization's bookkeeper or finance department to serve as an invoice.

Golden Valley
Cutler Orosi Joint Unified
Jayboy Camaquin
jacamaquin@cojusd.org
Arrival Date: 11/24/2025
TM2A25E

Order Summary

Theme Park Ticket Package

78103 - K25 - 1-Day Park Hopper Peak,
Quantity: 144, Unit Price: $296.00, Total: $42,624.00

Included in Your Package

Education Workshop Fee, Quantity 144

Theme Park Tickets

1-Day Peak Park Hopper Ticket - Guest,
Quantity: 15, Unit Price: $256.00, Total: $3,840.00

See important details below.

Disneyland Complimentary Tickets

1-Day Park Hopper Ticket - Complimentary Guest,
Quantity: 14, Unit Price: $0.00, Total: $0.00

See important details below.

Parking Vouchers

Car/Motorcycle/Small Van (1-Day Standard Parking),
Quantity: 1, Unit Price: $35.00, Total: $35.00

See important details below.

Bus/Large Van (1-Day Standard Parking),
Quantity: 3, Unit Price: $45.00, Total: $135.00

See important details below.

Disney Dine Cards

Disney Dining Card,
Quantity: 175, Unit Price: $40.00, Total: $7,000.00

See important details below.

Price and Payment Summary

Order Date: September 04, 2025

Price	$53,634.00
Shipping	$0.00
Total Order Price	$53,634.00
Payment Pending	**-$53,634.00**

Know Before You Go

FREQUENTLY ASK QUESTIONS:

Parking
Please see https://disneyland.disney.go.com/guest-services/parking/ for parking fee information.

Accommodations
If you are interested in booking *Disneyland*® Resort Rooms, please call 714-520-6425 for less than ten (10) guest rooms or call 714-520-5004 for ten (10) or more guest rooms.

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific standard time. Guests under age 18 must have parent or guardian permission to call.

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refurbishing, capacity, seasonal considerations, weather, low demand, government or other authority guidance or order, pandemic-related restrictions, special events, or any other reason without liability to the Released Parties, named below; and are not guaranteed. No refunds given for any such changes or cancellations.

7. Unless otherwise specifically stated, tickets are not valid for special or premium events or other activities which are separately priced, or for special events that are not open to the general public. It is agreed between the Released Parties, named below, and ticket users that all claims for injury or loss arising incident to presence on the Released Parties' property shall be litigated in Orange County, California. Disney reserves the right to refuse admittance to any person or persons.

8. Disney shall have the right to cancel any program experiences, tickets or entitlements at any time and for any reason, and provide an applicable refund. Program experiences and tickets are nonrefundable unless cancelled by Disney, subject to the terms set forth herein. If Disney cancels a program experience or ticket due to misconduct of the holder, no refund shall be due.

9. Due to various restrictions and limitations, tickets cannot be shipped to all locations. Title to the tickets passes upon delivery of the tickets in Anaheim, California to the shipper. Additional charges apply based on delivery method chosen, and on international orders. Recipient is responsible for any duty or custom charges or expenses.

10. 1-day tickets must be used on the visit date specified on your approved ticket order. Multi-day tickets must be used within 13 days after first use or by the Visit End Date, whichever occurs first, and each day of use of a ticket constitutes one full day of use.

11. Unless otherwise stated, the amount paid for any wholly unused, expired Disneyland Resort theme park ticket, except for special event tickets or tickets purchased from a third party, may be applied towards the purchase of a new theme park admission ticket at the current price so long as the new ticket purchase price is equal to or greater than the amount paid for the original ticket. The amount paid for any Theme park ticket may not be redeemed for cash or used for any other goods or services other than for another theme park admission ticket. No credit or refunds will be given for the non-use of any portion of a theme park admission ticket's entitlements (e.g., using a 4-day ticket for 3 days' of admission; using a 1-Day Standard Season ticket on a Value date; only entering one park with a Park Hopper ticket; etc.).

12. All features and entitlements of tickets and program experiences are subject to change without notice. Other restrictions may apply. All sales of program experiences, tickets and entitlements take place in and are consummated in the State of California. These terms and conditions are subject to change, and notice of such change will be given if and when revised terms and conditions are posted on this web site.

13. Disney eTickets purchased online or on the Disneyland app will not be delivered immediately and delivery may take up to 24 hours after purchase confirmation. If you purchase Disney eTickets and do not receive them, please visit a ticket booth where you must present valid ID and the payment card used to purchase your Disney eTickets. Disney is not responsible for any loss or inconvenience caused by computer or mobile device error, or unauthorized duplication or sale of any Disney eTicket. In the event that duplicate Disney eTickets are presented for theme park admission, Disney reserves the right to refuse entry.

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Disneyland Reservations <dlr.guest.mail@disneyonline.com> Thu, Sep 4, 2025 at 10:40 AM
Reply-To: donotreply@starwave.com
To: jacamaquin@cojusd.org



Thank You. Your Order Is Pending.

Group ID# WRK50400071755

Your order has been received and will be verified by a Disney Imagination Campus Ticketing Specialist prior to payment processing. Should there be any discrepancies in your order, you will be notified via phone or e-mail. You will receive another email when your order has been processed.

If you have any questions about your Event, please email DLR.Imagination.Campus@disney.com or call (800) 854-8671. Pre-production specialists can be reached by phone Monday through Friday, 9:00am-4:30pm Pacific standard time.

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Payment Instructions

Credit Card
If you have placed a credit card on this order, the card will be charged when your order has been verified.

Organizational Check, Money Order, or Cashier's Check
If you are paying by check, we must receive payment prior to sending the final confirmation email. Personal checks are **not** accepted. Acceptable forms of checks are organizational check, money order, or cashier's check only.
In order to avoid cancellation the check must be received within 30 days of placing the order but not later than 60 days prior to the first date of visit, whichever is earlier. Organizational checks **must** have organization's name and address pre-printed on them.

Please make payable to the **Disneyland Resort** and send via **FedEx**, **UPS Delivery**, or **US Postal Service** to:

DLR Ticket Fulfillment
C/O Disneyland Resort
1020 W. Ball Rd
DL 9115A
Anaheim, CA 92802

Wire Transfer Payments

Bank Info:
JP Morgan Chase Bank, N.A.
4 New York Plaza
New York, NY 10004

Account Info:
Payable to: Disneyland Resort
ABA Routing #: 021000021 (Domestic)
Swift #: CHASUS33 (International)
Account: 700627503 (Wire Transfers only. No Deposits)
Federal Tax ID#: 95-2412883
Reference/Comments on Wire Transfer: Group Name and Arrival date

Please allow fifteen (15) business days from the time the order is received for printing and processing.

Ticket Invoice & Delivery Information
Below you will find important information regarding your order, which can be printed and kept for personal records or forwarded to your organization's bookkeeper or finance department to serve as an invoice.

Palm School
Cutler Orosi Joint Unified
Jayboy Camaquin
jacamaquin@cojusd.org
Arrival Date: 11/25/2025
TM2A25E

Order Summary

Theme Park Ticket Package

78103 - K25 - 1-Day Park Hopper Peak,
Quantity: 144, Unit Price: $296.00, Total: $42,624.00

Included in Your Package

Education Workshop Fee, Quantity 144

Theme Park Tickets

1-Day Peak Park Hopper Ticket - Guest,
Quantity: 15, Unit Price: $256.00, Total: $3,840.00

See important details below.

Disneyland Complimentary Tickets

1-Day Park Hopper Ticket - Complimentary Guest,
Quantity: 14, Unit Price: $0.00, Total: $0.00

See important details below.

Parking Vouchers

Car/Motorcycle/Small Van (1-Day Standard Parking),
Quantity: 1, Unit Price: $35.00, Total: $35.00

See important details below.

Bus/Large Van (1-Day Standard Parking),
Quantity: 3, Unit Price: $45.00, Total: $135.00

See important details below.

Disney Dine Cards

Disney Dining Card,
Quantity: 175, Unit Price: $40.00, Total: $7,000.00

See important details below.

Price and Payment Summary

Order Date: September 04, 2025

Price	$53,634.00
Shipping	$0.00
Total Order Price	$53,634.00
Payment Pending	**-$53,634.00**

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2. All program experiences purchased hereunder, if any, are subject to the additional terms and conditions set forth in your program application and in your program participation agreement.

3. Program experiences and tickets, and associated features and entitlements such as the Park Hopper entitlement, are nonrefundable, non transferable, revocable and may not be redeemed for cash, subject to the terms set forth herein. Each ticket admits one person. All prices are in US dollars. Orders are not accepted until confirmed by Disney.

4. You must return to Disney, at your sole cost and expense, before the last visit date specified on your approved ticket order (the "Visit End Date"), all tickets that have not been sold or otherwise distributed to eligible youths or their guests (regardless of refund eligibility); provided, however, that, if you advise Disney in writing (email is acceptable) before the Visit End Date, of the tickets you will be returning, you need not physically deliver to Disney the tickets to be returned until thirty (30) days after the Visit End Date (or such other time period specified in a separate written agreement between you and Disney). The tickets must be returned with a copy of the original invoice attached. Tickets to be returned must be sent to Disney at the location and in the manner directed by Disney at the time of such return. You may request a refund for tickets returned hereunder and program experience fees as set forth below; provided, however, that (i) any such refund request (including, without limitation, the method and conditions of such refund) will be considered by Disney in its sole and absolute discretion, (ii) you will be solely responsible for any refunds to eligible youths and their guests, and (iii) no refund will be given for tickets or program experiences used in whole or in part, for any lost, stolen or damaged tickets, for any complimentary tickets, or for any tickets not returned to Disney in strict conformity with these requirements. You may request a pro rata refund of the total theme park tickets purchased and program experience fees paid hereunder (the "Total Fees") only if (a) all remaining tickets after distribution to eligible youths or their guests are returned, and such returned tickets and program experiences are wholly unused; (b) you advise Disney in writing before the Visit End Date of the number of unused tickets to be returned; and (c) you physically deliver such tickets to Disney no more than thirty (30) days after the Visit End Date (or such other time period specified in a separate written agreement between you and Disney) (i.e., Disney must receive such tickets by such date). No refund for any tickets or program experience fees will be provided if any of these requirements is not satisfied. The refund amount will be equal to the percentage of Tickets

returned multiplied by the Total Fees, but in no event shall the refund exceed ten percent (10%) of the Total Fees. You represent and warrant that (i) all tickets that you purchase from Disney, other than those returned to Disney in accordance with the above requirements, will be distributed to eligible youths or their guests before Visit End Date, and (ii) you will not retain ownership or (except as to tickets to be returned to Disney within the period referenced above) possession of any tickets after the Visit End Date.

5. To enter one of the parks, each Guest is required to have a theme park reservation in addition to a valid ticket for the same park on the same date. Park reservations are limited and subject to availability, restrictions, change and cancellation at any time. Park reservations are non-transferable and void if transferred or sold. Park admission is not guaranteed.

6. Program experiences and tickets may not be sold, bartered nor exchanged for goods, services or benefits. Each ticket, with applicable park reservation, admits one Guest. Program experiences and tickets are non transferable and must be used by the same person on any and all days. Valid photo identification confirmation, applicable ticket and valid theme park reservation are required for readmission to the same park and, if applicable, crossover to the other park. Disney is not responsible for lost or stolen tickets or property. Theme parks, restaurants, attractions, entertainment, products, services and offerings may be modified or limited in capacity or availability; are subject to change, closure, cancellation and discontinuance without notice due to rehabilitation, refurbishing, capacity, seasonal considerations, weather, low demand, government or other authority guidance or order, pandemic-related restrictions, special events, or any other reason without liability to the Released Parties, named below; and are not guaranteed. No refunds given for any such changes or cancellations.

7. Unless otherwise specifically stated, tickets are not valid for special or premium events or other activities which are separately priced, or for special events that are not open to the general public. It is agreed between the Released Parties, named below, and ticket users that all claims for injury or loss arising incident to presence on the Released Parties' property shall be litigated in Orange County, California. Disney reserves the right to refuse admittance to any person or persons.

8. Disney shall have the right to cancel any program experiences, tickets or entitlements at any time and for any reason, and provide an applicable refund. Program experiences and tickets are nonrefundable unless cancelled by Disney, subject to the terms set forth herein. If Disney cancels a program experience or ticket due to misconduct of the holder, no refund shall be due.

9. Due to various restrictions and limitations, tickets cannot be shipped to all locations. Title to the tickets passes upon delivery of the tickets in Anaheim, California to the shipper. Additional charges apply based on delivery method chosen, and on international orders. Recipient is responsible for any duty or custom charges or expenses.

10. 1-day tickets must be used on the visit date specified on your approved ticket order. Multi-day tickets must be used within 13 days after first use or by the Visit End Date, whichever occurs first, and each day of use of a ticket constitutes one full day of use.

11. Unless otherwise stated, the amount paid for any wholly unused, expired Disneyland Resort theme park ticket, except for special event tickets or tickets purchased from a third party, may be applied towards the purchase of a new theme park admission ticket at the current price so long as the new ticket purchase price is equal to or greater than the amount paid for the original ticket. The amount paid for any Theme park ticket may not be redeemed for cash or used for any other goods or services other than for another theme park admission ticket. No credit or refunds will be given for the non-use of any portion of a theme park admission ticket's entitlements (e.g., using a 4-day ticket for 3 days' of admission; using a 1-Day Standard Season ticket on a Value date; only entering one park with a Park Hopper ticket; etc.).

12. All features and entitlements of tickets and program experiences are subject to change without notice. Other restrictions may apply. All sales of program experiences, tickets and entitlements take place in and are consummated in the State of California. These terms and conditions are subject to change, and notice of such change will be given if and when revised terms and conditions are posted on this web site.

13. Disney eTickets purchased online or on the Disneyland app will not be delivered immediately and delivery may take up to 24 hours after purchase confirmation. If you purchase Disney eTickets and do not receive them, please visit a ticket booth where you must present valid ID and the payment card used to purchase your Disney eTickets. Disney is not responsible for any loss or inconvenience caused by computer or mobile device error, or unauthorized duplication or sale of any Disney eTicket. In the event that duplicate Disney eTickets are presented for theme park admission, Disney reserves the right to refuse entry.

14. Disney reserves the right to require a Guest to leave if they are (i) not properly wearing an approved face covering, (ii) using profanity or offensive language towards Disney Cast Members or other Guests and/or (iii) violating any other Park Rules.

15. These terms and conditions shall be governed by the laws of the State of California. The Released Parties are: Walt Disney Parks and Resorts U.S., Inc.; Disney Destinations, LLC; Disney Vacation Development, Inc.; Disney Vacation Club Management LLC; and their respective parents, subsidiary, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

AWESOME CHARTERS AND TOURS

School Pupil Activity Bus

QUOTE/CONFIRMATION: CBO# **21869**		TRIP/PO
TODAYS DATE: **9-5-25**	REQUESTED BY: **Olga Lopez**	
PHONE/CELL#: **559-528-6949 X. 1401**	FAX/EMAIL: **OLopez@cojusd.org**	
BILLING NAME & ADDRESS: **Cutler Orosi Unified School District, 12623 Avenue 416, Orosi, CA 93647**		
TRIP DATE: **11-22-25**	SPOT TIME: **5:15 AM**	LEAVE TIME: **5:30 AM**
RETURN TRIP DATE: **11-22-25**	LEAVE TIME: **8:00 PM**	ARRIVE TIME: **1:00 AM**
NUMBER OF PASSENGERS: **30**	NUMBER OF BUSES: **1/56**	SPAB: **Yes**
PICK UP LOCATION(s): **El Monte Middle School, 42111 Rd 128, Orosi, CA 93647**		
DESTINATION: **Disneyland Park, 1313 Disneyland Drive, Anaheim, CA 92802**		
Other Information:		

TOTAL AMOUNT FOR TRIP: **$4423.00**

It is understood and agreed that the performance of the service detailed in this order is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the chartered bus. Any damage to the vehicle, caused by the *Chartered Party*, will be charged by the carrier to the *Charter Party*

ORDER TAKEN BY: **Stephanie Vasquez**	DATE: **9-5-25**
ORDER ACCEPTED BY:	Date: 9/5/25

Additional Notes:

AWESOME CHARTERS AND TOURS

Itinerary

Trip Date	Pick Up Time	End Time:
Contact Person:		
Pick Up Location:		
Destination 1:		
Destination 2:		
Destination 3:		
Addition Stops(restroom breaks, food, etc):		
Other Information:		

Awesome Charter and Tours Terms and Condition

ITINERARY

All itineraries are to be ***reviewed*** and ***approved*** by Awesome Charters and Tours, LLC prior to departure. The Department of Transportation allows coach operators to be on duty for **no more than 16 hours per day**, 10 of which are driving hours. The driver must be given 8 consecutive, uninterrupted, hours off-duty before returning to duty.

Itineraries are due at least 24-hours before the date of trip's departure. The driver will be given a copy of the work order and itinerary provided. No last-minute changes will be honored. The driver has no authority to make changes to the trip schedule. Any changes to an itinerary after the charter's confirmation has been confirmed need to be accompanied with a new request form, signed by the client and returned at least 24-hours prior to date of departure.

QUOTES

Reservation quotes are valid for 7 days from the date of request. Unless the signed request form is returned to the office within the allotted time period, the quote is considered void. A new request may be submitted at this time. In order to reserve a charter, we require departure and return times. We will not make reservations with information that is "TBD."

PAYMENTS

A $150.00, non-refundable, deposit is due 10 days after trip confirmation and properly reserves your date. The balance is due one week prior to the trip departing to its destination. For schools working with POs, we will waive the deposit upon receiving the Purchase Order and itinerary.

Clients are responsible for all tolls, parking fees, park entrance fees, and coach operators' lodging. The client's failure to pay any supplemental fees will result in additional charges being reflected on the charter invoice. It is the client's responsibility to inform the group leader of this duty. Failure to inform does not impede additional charges.

OVERNIGHT CHARTERS

Groups are to provide each coach operator with a single, non-smoking room (when applicable). It is the client's responsibility to ensure the hotel can accommodate bus parking. Client is responsible for the additional applicable fees, if any.

CLEANING FEE

In the event trash is left on the bus after a charter, an additional cleaning fee will be added to the invoice. This includes any stains or spills.

CANCELLATION

In case of a cancellation after the trip has been confirmed, 50% of the quoted price will be billed to client.
If cancellation occurs within one-week (7 Days) days prior to trip date, client will be responsible for the full amount of trip.

Awesome Charters and Tours, LLC reserves the right to cancel any charter for non-payment or unsigned contracts

It is understood and agreed that the performance of the service is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the coach. Any damage to the vehicle, caused by the party, will be charged by the carrier to the party.

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3120 W. DOVEWOOD LANE
FRESNO, CA 93711

AWESOME CHARTERS AND TOURS

School Pupil Activity Bus

QUOTE/CONFIRMATION: CBO# **21871**		TRIP/PO
TODAYS DATE: **9-5-25**	REQUESTED BY: **Olga Lopez**	
PHONE/CELL#: **559-528-6949 X. 1401**	FAX/EMAIL: **OLopez@cojusd.org**	
BILLING NAME & ADDRESS: **Cutler Orosi Unified School District, 12623 Avenue 416, Orosi, CA 93647**		
TRIP DATE: **11-23-25**	SPOT TIME: **5:15 AM**	LEAVE TIME: **5:30 AM**
RETURN TRIP DATE: **11-23-25**	LEAVE TIME: **8:00 AM**	ARRIVE TIME: **1:00 AM**
NUMBER OF PASSENGERS: **168**	NUMBER OF BUSES: **3/56**	SPAB: **Yes**
PICK UP LOCATION(s): **Cutler Elementary School, 40532 Rd 128, Cutler, CA 93615**		
DESTINATION: **Disneyland Park, 1313 Disneyland Drive Anaheim, CA 92802**		
Other Information: **$4430.00 per bus/ *driver will need 8 hours off to remain compliant**		

TOTAL AMOUNT FOR TRIP: **$13290.00**

It is understood and agreed that the performance of the service detailed in this order is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the chartered bus. Any damage to the vehicle, caused by the *Chartered Party*, will be charged by the carrier to the *Charter Party*

ORDER TAKEN BY: **Stephanie Vasquez**	DATE: **9-5-25**
ORDER ACCEPTED BY:	Date: 9/5/25

Additional Notes:

AWESOME CHARTERS AND TOURS

Itinerary

Trip Date	Pick Up Time	End Time:
Contact Person:		
Pick Up Location:		
Destination 1:		
Destination 2:		
Destination 3:		
Addition Stops(restroom breaks, food, etc):		
Other Information:		

Awesome Charter and Tours Terms and Condition

ITINERARY

All itineraries are to be ***reviewed*** and ***approved*** by Awesome Charters and Tours, LLC prior to departure. The Department of Transportation allows coach operators to be on duty for **no more than 16 hours per day**, 10 of which are driving hours. The driver must be given 8 consecutive, uninterrupted, hours off-duty before returning to duty.

Itineraries are due at least 24-hours before the date of trip's departure. The driver will be given a copy of the work order and itinerary provided. No last-minute changes will be honored. The driver has no authority to make changes to the trip schedule. Any changes to an itinerary after the charter's confirmation has been confirmed need to be accompanied with a new request form, signed by the client and returned at least 24-hours prior to date of departure.

QUOTES

Reservation quotes are valid for 7 days from the date of request. Unless the signed request form is returned to the office within the allotted time period, the quote is considered void. A new request may be submitted at this time. In order to reserve a charter, we require departure and return times. We will not make reservations with information that is "TBD."

PAYMENTS

A $150.00, non-refundable, deposit is due 10 days after trip confirmation and properly reserves your date. The balance is due one week prior to the trip departing to its destination. For schools working with POs, we will waive the deposit upon receiving the Purchase Order and itinerary.

Clients are responsible for all tolls, parking fees, park entrance fees, and coach operators' lodging. The client's failure to pay any supplemental fees will result in additional charges being reflected on the charter invoice. It is the client's responsibility to inform the group leader of this duty. Failure to inform does not impede additional charges.

OVERNIGHT CHARTERS

Groups are to provide each coach operator with a single, non-smoking room (when applicable). It is the client's responsibility to ensure the hotel can accommodate bus parking. Client is responsible for the additional applicable fees, if any.

CLEANING FEE

In the event trash is left on the bus after a charter, an additional cleaning fee will be added to the invoice. This includes any stains or spills.

CANCELLATION

In case of a cancellation after the trip has been confirmed, 50% of the quoted price will be billed to client.
If cancellation occurs within one-week (7 Days) days prior to trip date, client will be responsible for the full amount of trip.

Awesome Charters and Tours, LLC reserves the right to cancel any charter for non-payment or unsigned contracts

It is understood and agreed that the performance of the service is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the coach. Any damage to the vehicle, caused by the party, will be charged by the carrier to the party.

AWESOME CHARTERS AND TOURS

School Pupil Activity Bus

QUOTE/CONFIRMATION: CBO# **21872**		TRIP/PO
TODAYS DATE: **9-5-25**	REQUESTED BY: **Olga Lopez**	
PHONE/CELL#: **559-528-6949 X. 1401**	FAX/EMAIL: **OLopez@cojusd.org**	
BILLING NAME & ADDRESS: **Cutler Orosi Unified School District, 12623 Avenue 416, Orosi, CA 93647**		
TRIP DATE: **11-24-25**	SPOT TIME: **5:15 AM**	LEAVE TIME: **5:30 AM**
RETURN TRIP DATE: **11-24-25**	LEAVE TIME: **8:00 AM**	ARRIVE TIME: **1:00 AM**
NUMBER OF PASSENGERS: **168**	NUMBER OF BUSES: **3/56**	SPAB: **Yes**
PICK UP LOCATION(s): **Golden Valley School, 41465 Rd 127, Orosi, CA 93647**		
DESTINATION: **Disneyland Park, 1313 Disneyland Drive Anaheim, CA 92802**		
Other Information: **$4423.00 per bus/ *driver will need 8 hours off to remain compliant**		

TOTAL AMOUNT FOR TRIP: $**13269.00**

It is understood and agreed that the performance of the service detailed in this order is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the chartered bus. Any damage to the vehicle, caused by the *Chartered Party*, will be charged by the carrier to the *Charter Party*

ORDER TAKEN BY: **Stephanie Vasquez**	DATE: **9-5-25**
ORDER ACCEPTED BY:	Date: 9/5/25

Additional Notes:

AWESOME CHARTERS AND TOURS

Itinerary

Trip Date	Pick Up Time	End Time:
Contact Person:		
Pick Up Location:		
Destination 1:		
Destination 2:		
Destination 3:		
Addition Stops(restroom breaks, food, etc):		
Other Information:		

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FRESNO, CA 93711

Awesome Charter and Tours Terms and Condition

ITINERARY

All itineraries are to be ***reviewed*** and ***approved*** by Awesome Charters and Tours, LLC prior to departure. The Department of Transportation allows coach operators to be on duty for **no more than 16 hours per day,** 10 of which are driving hours. The driver must be given 8 consecutive, uninterrupted, hours off-duty before returning to duty.

Itineraries are due at least 24-hours before the date of trip's departure. The driver will be given a copy of the work order and itinerary provided. No last-minute changes will be honored. The driver has no authority to make changes to the trip schedule. Any changes to an itinerary after the charter's confirmation has been confirmed need to be accompanied with a new request form, signed by the client and returned at least 24-hours prior to date of departure.

QUOTES

Reservation quotes are valid for 7 days from the date of request. Unless the signed request form is returned to the office within the allotted time period, the quote is considered void. A new request may be submitted at this time. In order to reserve a charter, we require departure and return times. We will not make reservations with information that is "TBD."

PAYMENTS

A $150.00, non-refundable, deposit is due 10 days after trip confirmation and properly reserves your date. The balance is due one week prior to the trip departing to its destination. For schools working with POs, we will waive the deposit upon receiving the Purchase Order and itinerary.

Clients are responsible for all tolls, parking fees, park entrance fees, and coach operators' lodging. The client's failure to pay any supplemental fees will result in additional charges being reflected on the charter invoice. It is the client's responsibility to inform the group leader of this duty. Failure to inform does not impede additional charges.

OVERNIGHT CHARTERS

Groups are to provide each coach operator with a single, non-smoking room (when applicable). It is the client's responsibility to ensure the hotel can accommodate bus parking. Client is responsible for the additional applicable fees, if any.

CLEANING FEE

In the event trash is left on the bus after a charter, an additional cleaning fee will be added to the invoice. This includes any stains or spills.

CANCELLATION

In case of a cancellation after the trip has been confirmed, 50% of the quoted price will be billed to client.
If cancellation occurs within one-week (7 Days) days prior to trip date, client will be responsible for the full amount of trip.

Awesome Charters and Tours, LLC reserves the right to cancel any charter for non-payment or unsigned contracts

It is understood and agreed that the performance of the service is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the coach. Any damage to the vehicle, caused by the party, will be charged by the carrier to the party.

AWESOME CHARTERS AND TOURS

School Pupil Activity Bus

QUOTE/CONFIRMATION: CBO# **21873**		TRIP/PO
TODAYS DATE: **9-5-25**	REQUESTED BY: **Olga Lopez**	
PHONE/CELL#: **559-528-6949 X. 1401**	FAX/EMAIL: **OLopez@cojusd.org**	
BILLING NAME & ADDRESS: **Cutler Orosi Unified School District, 12623 Avenue 416, Orosi, CA 93647**		
TRIP DATE: **11-25-25**	SPOT TIME: **5:15 AM**	LEAVE TIME: **5:30 AM**
RETURN TRIP DATE: **11-25-25**	LEAVE TIME: **8:00 AM**	ARRIVE TIME: **1:00 AM**
NUMBER OF PASSENGERS: **168**	NUMBER OF BUSES: **3/56**	SPAB: **Yes**
PICK UP LOCATION(s): **Palm Elementary School, 12915 Ave 419, Orosi, CA 93647**		
DESTINATION: **Disneyland Park, 1313 Disneyland Drive Anaheim, CA 92802**		
Other Information: **$4416.00 per bus/ *driver will need 8 hours off to remain compliant**		

TOTAL AMOUNT FOR TRIP: **$13248.00**

It is understood and agreed that the performance of the service detailed in this order is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the chartered bus. Any damage to the vehicle, caused by the *Chartered Party*, will be charged by the carrier to the *Charter Party*

ORDER TAKEN BY: **Stephanie Vasquez**	DATE: **9-5-25**
ORDER ACCEPTED BY:	Date: 9/5/25

Additional Notes:

AWESOME
CHARTERS AND TOURS

Itinerary

Trip Date	Pick Up Time	End Time:
Contact Person:		
Pick Up Location:		
Destination 1:		
Destination 2:		
Destination 3:		
Addition Stops(restroom breaks, food, etc):		
Other Information:		

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FRESNO, CA 93711

Awesome Charter and Tours Terms and Condition

ITINERARY

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Itineraries are due at least 24-hours before the date of trip's departure. The driver will be given a copy of the work order and itinerary provided. No last-minute changes will be honored. The driver has no authority to make changes to the trip schedule. Any changes to an itinerary after the charter's confirmation has been confirmed need to be accompanied with a new request form, signed by the client and returned at least 24-hours prior to date of departure.

QUOTES

Reservation quotes are valid for 7 days from the date of request. Unless the signed request form is returned to the office within the allotted time period, the quote is considered void. A new request may be submitted at this time. In order to reserve a charter, we require departure and return times. We will not make reservations with information that is "TBD."

PAYMENTS

A $150.00, non-refundable, deposit is due 10 days after trip confirmation and properly reserves your date. The balance is due one week prior to the trip departing to its destination. For schools working with POs, we will waive the deposit upon receiving the Purchase Order and itinerary.

Clients are responsible for all tolls, parking fees, park entrance fees, and coach operators' lodging. The client's failure to pay any supplemental fees will result in additional charges being reflected on the charter invoice. It is the client's responsibility to inform the group leader of this duty. Failure to inform does not impede additional charges.

OVERNIGHT CHARTERS

Groups are to provide each coach operator with a single, non-smoking room (when applicable). It is the client's responsibility to ensure the hotel can accommodate bus parking. Client is responsible for the additional applicable fees, if any.

CLEANING FEE

In the event trash is left on the bus after a charter, an additional cleaning fee will be added to the invoice. This includes any stains or spills.

CANCELLATION

In case of a cancellation after the trip has been confirmed, 50% of the quoted price will be billed to client.
If cancellation occurs within one-week (7 Days) days prior to trip date, client will be responsible for the full amount of trip.

Awesome Charters and Tours, LLC reserves the right to cancel any charter for non-payment or unsigned contracts

It is understood and agreed that the performance of the service is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. Baggage and all the other property will be handled only at passengers' own risk, and only in an amount that can conveniently be carried in the coach. Any damage to the vehicle, caused by the party, will be charged by the carrier to the party.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **2025-2026 SERVICE AGREEMENT BETWEEN ELEVATION PHYSICAL THERPAY AND THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT**

ATTACHMENTS: **2025-2026 SERVICE AGREEMENT BETWEEN ELEVATION PHYSICAL THERAPY**

FUNDING SOURCE: **SPECIAL EDUCATION STATE FUNDING**

DISCUSSION: This agreement shall be executed from October 24th, 2025, to June 30, 2026. The Cutler-Orosi Joint Unified School District shall pay Elevation Physical Therapy the hourly rate of $130 for services rendered by a licensed physical therapist. The estimated cost for this service is $4,680.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the service agreement with Elevation Physical Therapy.**

PROPOSED ACTION: **APPROVE**

Item #: 8



CONTRACT FOR PHYSICAL THERAPY SERVICES
Cutler-Orosi Joint Unified School District and Elevation Physical Therapy, PC

This Contract is entered into this October 24th, 2025, by and between Cutler-Orosi Joint Unified School District, a public school district in the State of California (hereinafter "District"), and **Elevation Physical Therapy PC,** a licensed provider of physical therapy services (hereinafter "Contractor").

1. Purpose
The purpose of this Contract is to provide physical therapy services to students in accordance with their Individualized Education Programs (IEPs) under the Individuals with Disabilities Education Act (IDEA).

2. Term
This Contract shall commence on October 24th, 2025 and terminate on July 31st 2026, unless terminated earlier pursuant to Section 11 below.

3. Services Provided
Contractor agrees to:

- Provide physical therapy assessments and treatment as required by student IEPs. Attend IEP meetings when requested.
- Maintain accurate records, progress reports, and service logs.
- Comply with all applicable laws, including IDEA, HIPAA, FERPA, and California Education Code.

4. Licensing and Qualifications
Contractor shall be licensed as a Physical Therapist by the Physical Therapy Board of California and shall maintain such licensure throughout the term of the Contract.

5. Compensation
District agrees to pay Contractor at a rate of $130.00 per hour. Contractor shall submit monthly invoices with itemized services.

6. Independent Contractor
Contractor is an independent contractor and not an employee of the District. Contractor shall be responsible for all taxes, insurance, and benefits.

7. Insurance

Contractor shall maintain:

- Professional Liability Insurance
- Workers' Compensation Insurance, if applicable
- General Liability Insurance

Proof of insurance shall be provided upon request.

8. Background Checks

Contractor affirms that all personnel working with students have passed California DOJ and FBI background checks and comply with California Education Code Sections 45125.1 and 45125.2.

9. Confidentiality

Contractor shall maintain the confidentiality of student records in accordance with FERPA and HIPAA regulations.

10. Compliance with Laws

Contractor agrees to comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to IDEA and California Education Code.

11. Termination

This agreement may be terminated by either party with thirty (30) days written notice. The District may terminate immediately for cause.

12. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

13. Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of California. **IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first written above.

Cutler-Orosi Joint Unified School District

Title: _____

Signature: _____

Date: _____

Elevation Physical Therapy

CEO: Michael Parbst

Signature: _____

Date: October 24th, 2025

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE THE COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP (CCAP) MEMORANDUM OF UNDERSTANDING (MOU) WITH COLLEGE OF THE SEQUOIAS (COS) FOR DUAL ENROLLMENT (DE)**

ATTACHMENTS: **MOU WITH CCAP AND COS**

FUNDING SOURCE: **N/A**

DISCUSSION: The Director of College and Career requests Board approval of the CCAP MOU with College of Sequoias to continue an existing partnership and expand dual enrollment opportunities for students, with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education, and access to California Intersegmental General Education Transfer Curriculum (Cal GETC), which prepares students for transfers to UC/ CSU. This aligns to the district's student learning outcomes to improve college and career readiness and graduation rates.

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 approve the CCAP MOU with COS for DE.**

PROPOSED ACTION: **APPROVE**

Item #: 9

Sequoias Community College District
College and Career Access Pathways (CCAP) Agreements with Cutler-Orosi Joint Unified School District

THIS AGREEMENT, made and entered into August 1, 2025, between the SEQUOIAS COMMUNITY COLLEGE DISTRICT hereinafter called "COS" and Cutler-Orosi Joint Unified School District, hereinafter called the "DISTRICT"; and supersedes all previous contracts and shall be valid for a period not to exceed five years, and supersedes all previous education Agreements.

WHEREAS COS and the DISTRICT find it mutually beneficial to operate the courses indicated below within the DISTRICT boundaries to serve students identified by the DISTRICT each party shall agree to take on the following duties and responsibilities:

1. COS shall be responsible for:
    a. Providing mutually agreed upon college-level pathways at Orosi High School (OHS).
        i. Cal-GETC.
    b. Selecting the faculty member to teach the course(s).
        i. Courses are contingent upon employment of qualified instructor(s).
    c. Employing the faculty member(s).
    d. Evaluating the faculty member teaching the course(s), as per the COS faculty member's union master agreement.
    e. Provide student support services to ensure proper testing, advisement, and enrollment.
    f. Maintaining liability/property insurance coverage consistent with COS' existing coverage and limits existing coverage throughout COS.
    g. Disciplining the DISTRICT students enrolled in the course(s) within the policies and procedures of COS.
    h. Providing student performance information to the student and the DISTRICT upon request.

i. Collecting and submitting attendance information to the DISTRICT in the form and manner the faculty would collect such data for submission of Full Time Equivalent Student (FTES) information to the California Community College State Chancellor's Office.

j. Submitting FTES to California Community College Chancellor's Office as authorized by statute.

k. Determine whether course(s) will be restricted to high school students – only.

l. Remove any fee assessed by high school students enrolled in all course(s) offered through this CCAP partnership.

m. May assign priority for enrollment and course registration for high school students seeking to enroll in COS courses under this CCAP partnership. If exercised, the priority status should be the equivalent to those students attending a middle college high school.

n. Units completed by high school students participating under the CCAP program may count towards students' registration priority for enrollment and course registration at COS.

o. Require high school students participating under this CCAP partnership to submit one parental consent form and principal recommendation for the duration of their participation in the program.

2. The DISTRICT shall be responsible for:

a. Providing an appropriate location and instructional space for the course(s).

b. Maintaining liability/property insurance coverage consistent with the DISTRICT's existing coverage and limits existing throughout the DISTRICT.

3. Protocols required for College and Career Access Pathways (CCAP) partnerships (California Code of Regulations, Title 5, section 76004 [AB30 – Holden]):

a. Total number of students to be served: 100

b. Total Full-Time Equivalent Students (FTES) expected to be claimed by

COS: 10

c. Scope & nature of the courses, including applicable programs of study:

   i. Cal-GETC transfer pathways courses can be applied to general education requirements for CSU/UC.

d. Course(s), location, time, capacity:

   i. Cal-GETC: TBD Fall/Spring at OHS.

   ii. Courses will be scheduled within the regular high school day (8:00a.m.-3:30p.m).

e. COS will require each high school student to complete the college's Dual Enrollment Permission Form.

f. A part-time student participating in this CCAP Partnership Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:

   i. The units constitute no more than four community college courses per term.

   ii. The units are part of an academic program that is part of a CCAP partnership agreement.

   iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

g. Information sharing: Upon signatory authorization by the high school administrator, parent/guardian, and student this form provides consent for information sharing between COS and the DISTRICT to include the following: Any and all admissions, registration, and grade information. Form signatories agree to notification of Family Educational Rights of Privacy Act (FERPA) regulations and limitations.

h. Parental consent: Upon signatory authorization by the high school student's parent/guardian parental consent for registration and enrollment in

the designated COS courses are provided.

i. Ability to benefit: High school students are deemed able to benefit from COS courses as determined by the recommendation of the designated high school administrator and/or standard COS instituted placement criteria.

j. Facilities use: The DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location to conduct the contemplated instruction and will do so without charge to COS or students. The DISTRICT agrees to clean, maintain, and safeguard the DISTRICT's premises. The DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the DISTRICT which will be used for courses under this agreement from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this agreement.

k. The DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.

l. COS certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.

m. The DISTRICT agrees and acknowledges that all courses held under the terms of this CCAP Partnership Agreement may be restricted to students of the DISTRICT.

n. The DISTRICT agrees and acknowledges that COS will claim apportionment for the students enrolled in courses under this agreement.

o. COS certifies that no community college instructor teaching a course on a high school campus has been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.

p. COS certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

q. COS certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

r. COS certifies that the college course(s) noted within this agreement do not reduce access to the same course offered at the partnering community college campus.

s. COS certifies that the college course(s) noted within this agreement are not oversubscribed.

t. COS certifies that the offering of college course(s) noted within this agreement is consistent with the core mission of the community college pursuant to Section 66010.4 and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.

u. COS certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

v. The DISTRICT certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

w. COS will be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education.

x. COS will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

y. COS certifies that any remedial course taught under this agreement shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

z. At no cost to the DISTRICT, COS will provide the services of faculty members who will facilitate coordination and cooperation between COS and the DISTRICT. COS will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this agreement, including conducting appropriate student assessments, outreach/recruitment activities and COS's application procedures.

aa. COS will designate a liaison(s) or point of contact. The following person(s) has been designated:

Name: Chris Spomer Ph.D.
Title: Director, Welcome Center & Early College Partnerships
Phone: 559-730-3879
E-mail: chriss@cos.edu

4. General Provisions

a. Title VI

i. COS represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance

with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

ii. The DISTRICT represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

b. Indemnity.

i. COS shall indemnify and hold harmless the DISTRICT 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.

ii. The DISTRICT will indemnify and hold harmless COS, its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of its responsibilities under this agreement.

c. Entire Agreement. This Agreement represents the entire agreement between COS and the DISTRICT as to its subject matter and no prior oral or written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

d. 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.

e. 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.

f. Governing Law & 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.

g. 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:

Sequoias Community College District:	Cutler-Orosi Joint Unified School District:
915 S. Mooney Blvd.	12623 Avenue 416
Visalia, CA 93277	Orosi, CA 93647
Attn: Administrative Services	Attn: Superintendent

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first written.

Sequoias Community College District

Brent Calvin, Ed.D.
Superintendent/President

10/1/25
Date

Cutler-Orosi Joint Unified School District

Yolanda Valdez
Superintendent

Date

COLLEGE OF THE SEQUOIAS

CALIFORNIA – GENERAL EDUCATION TRANSFER CURRICULUM PATTERN

Cal-GETC

2025-2026 ADVISING FORM FOR CSU/UC TRANSFER STUDENTS

AREA 1: ENGLISH COMMUNICATION (Choose one course from each area, 9 units minimum)		
1A: English Composition: one class required (3 units minimum) ENGL C1000	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
1B: Critical Thinking – English Composition: one class required (3 units minimum) ENGL C1001 PHIL 025	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
1C: Oral Communication: one class required (3 units minimum) COMM C1000	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
AREA 2: MATHEMATICAL CONCEPTS & QUANTITATIVE REASONING (Choose one course, 3 units minimum)		
2: Math Concept & Quantitative Reasoning: one class required (3 units minimum) BUS 020 MATH 035, 044, 054, 065, 066, 067, 070, 080, 081 SSCI 025 STAT C1000	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
AREA 3: ARTS AND HUMANITIES (Choose one course from the Arts and one course from the Humanities, 6 units minimum)		
3A: Arts: one class required (3 units minimum) ARCH 070, 071 ART 001, 002, 003, 004, 005, 081 CINA 031, 032 DRAM 001, 006* MUS 004, 005, 006, 007, 010, 011, 013, 014	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
3B: Humanities: one class required (3 units minimum) ASL 003, 004, 005 DRAM 006* ENGL 004, 010, 015, 016, 018, 019, 030, 031, 044, 045, 046 ETHN 001*, 002*,00 3*, 004*, 010* HIST 004*, 005*, 017**, 018**, 023*, 025* PHIL 001, 005, 012 SPAN 003, 004, 012, 023	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
AREA 4: SOCIAL & BEHAVIORAL SCIENCES (Choose two courses from two different disciplines required, 6 semester units)		
4: Social Sciences: two classes from two different disciplines are required AG 001 AGMT 001 AJ 045 ANTH 010, 012, 013 CHLD 039, 042 COMM 002, 009 ECON 025, 040, 050 ETHN 001*, 002*, 003*,004*, 010* GEOG 002 HIST 004*, 005*, 017**, 018**, 023*, 025* JOUR 007, 020 NUTR 020 PHSC 002 POLS C1000***, 006, 008, 011, 012 PSYC C1000, 005, 010, 034, 080 SOC 001, 002, 010, 026, 043 SSCI 050	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
AREA 5: PHYSICAL AND BIOLOGICAL SCIENCES (Choose two courses: one from Physical Science and one from Biological Science. One of the two courses must have a lab. Labs underlined. 7 units minimum)		
5A: Physical Science: one class required AG 004 ASTR 010 CHEM 001, 002, 010, 012, 013, 020, 021 PSCI 020 GEOG 001, 005 GEOL 001, 005, 012 PHYS 020, 021, 055, 056, 057	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
5B: Biological Science: one class required AG 002 ANTH 011 BIOL 001, 002, 020, 021, 022, 025, 030, 031, 040 PLSCI 001	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need
5C: Lab: GEOG 001L or any course listed above 5A or 5B underlined	☐ YES ☐ NO	
AREA 6: ETHNIC STUDIES (Choose one course, 3 units minimum)		
6: Ethnic Studies: one class required ETHN 001*,00 2*, 003*, 004*, 010*	COURSE/AP: _____ Units:____	☐ Completed ☐ In Progress ☐ Need

CSU GRADUATION REQUIREMENT in U.S. History, Constitution & American Ideals *(CSU Requirement Only)* Students are encouraged to meet this requirement before transfer. This is not required for CAL-GETC general education certification. These courses can also be used to satisfy Area 3B or Area 4. Choose one course from each group for a total of two courses.			
US 1: Historical Development of American Institutions & Ideals: HIST 017 or 018	☐ Completed	☐ In Progress	☐ Need
US 2: U.S. Constitution and Government: POLS C1000 Note: AP US Government with a score of 3, 4, or 5 satisfies US 2, but not US 3.	☐ Completed	☐ In Progress	☐ Need
US 3: California State and Local Government: POLS C1000, 010	☐ Completed	☐ In Progress	☐ Need

*Courses can be counted in ONE AREA ONLY
** HIST 17 and/or 18 can be counted in ONE AREA ONLY (3B or 4) and may be used to meet the CSU American Institutions Requirement *see CSU Graduation Requirement
*** POLS C1000 may meet the CSU American Institutions Requirement *See CSU Graduation Requirement

COLLEGE OF THE SEQUOIAS

CALIFORNIA – GENERAL EDUCATION TRANSFER CURRICULUM PATTERN

Cal-GETC

2025-2026 ADVISING FORM FOR CSU/UC TRANSFER STUDENTS

UC GRADUATION REQUIREMENT: LANGUAGE OTHER THAN ENGLISH (LOTE)

OPTIONAL - UC GRADUATION REQUIREMENT: ***LANGUAGE OTHER THAN ENGLISH CAN BE MET WITH HIGH SCHOOL COURSEWORK OR COLLEGE COURSE***
(Not part of Cal-GETC; transfer students transferring to a UC campus are highly encouraged to complete this requirement prior to transfer)

College information	College:	Course information:		Units completed:
High school information	High School:	Course information:		Units completed:

AP EXAMS APPROVED TO CLEAR SPECIFIC CAL-GETC GE AREAS:

AP EXAM	GE AREA	GE UNITS	AP EXAM	GE AREA	GE UNITS	AP EXAM	GE AREA	GE UNITS	AP EXAM	GE AREA	GE UNITS
ART HISTORY	3A or 3B	3	ENVIRON SCI	5A+5C	3	MICROECONOMICS	4	3	US: GOVT & POLITICS	4	3
BIOLOGY	5B+5C	4	EUROPEAN HISTORY	3B OR 4	3	PHYSICS 1: ALG. BASE	5A+5C	4	U.S HISTORY	3B OR 4	3
CALCULUS AB	2	3	FRENCH LANG & CUL	3B	3	PHYSICS 2: ALG. BASE	5A+5C	4	WORLD HISTORY: MODERN	3B OR 4	3
CALCULUS BC	2	3	GERMAN LANG & CUL	3B	3	PHYS C: MECHANICS	5A+5C	3			
CHEMISTRY	5A+5C	4	HUMAN GEOGRAPHY	4	3	PHYS C: ELEC/MAGNET	5A+5C	3			
CHINESE LANG & CULT	3B	3	ITALIAN LANG & CUL	3B	3	PSYCHOLOGY	4	3			
COMP GOVT & POL	4	3	JAPANESE LANG & CUL	3B	3	SPANISH LANG & CUL	3B	3			
ENGLISH LANG/COMP	1A	3	LATIN	3B	3	SPANISH LIT & CUL	3B	3			
ENGLISH LIT/COMP	1A OR 3B	3	MACROECONOMICS	4	3	STATISTICS	2	4			

IMPORTANT INFORMATION

- This form does not take the place of a counselor. The material in this publication has been prepared as carefully as possible. College of the Sequoias does not assume responsibility for inaccuracies or changes in the information contained herein after the date of publication.
- All coursework used for CAL-GETC must be completed with a "C" grade or better, and each course must have a minimum value of 3 units/4 quarter units.
- Cal-GETC is not an admission requirement to the UC. Students transferring to the UC must still meet the 7-course pattern.
- Cal-GETC may not be appropriate for all transfer majors. It is highly recommended that students meet with a counselor and/or consult with individual campuses prior to selecting courses.
- Courses used to fulfill General Education may double count with courses used to fulfill a major requirement.
- Courses on this list are approved for the academic year 2025-2026, which is valid beginning Fall 2025 through Summer 2026.
- Students wishing to use a course to meet a CAL-GETC general education requirement must ensure that it is approved for the academic year in which it is taken.
- For a complete listing of courses and their approval dates, please visit www.assist.org
- Each CSU/UC campus will have additional graduation requirements outside the lower division CAL-GETC
- A General Education (GE) Certification is an official document from the College of the Sequoias that certifies a student completing lower division general education breadth.
- Certification is not automatic - students must request certification. Students may request certification after acceptance to a CSU/UC.
  - Official transcripts from all other accredited institutions attended must be on file and will be reviewed for inclusion in the certification process.
  - A minimum of 34 semester units is required for a complete certification.
  - All official transcripts including college, high school, AP, and IB test scores are required.
- Confirm with a COS Counselor if you meet transfer admission eligibility.

PUBLISHED 5/5/2025 MH

COLLEGE OF THE SEQUOIAS

Contract Routing Form

To: Purchasing & Contracts

From: Chris Spomer — 9/23/2025

Name of Requesting Party — Date

Student Services — chriss@cos.edu

Department — Telephone — Email

Request is made for the following: Check all applicable boxes and complete, in FULL, Parts 1,2, & 3.

Part 1 - TYPE OF CONTRACT REQUEST:

- ☒ Standard Boilerplate:
  - ☒ MOU Agreement
  - ☐ Independent Contractor
  - ☐ Professional Services Agreement
  - ☐ Performer/Speaker Agreement
- ☐ Amendment
- ☐ Drafting of Contract in its Entirety
- ☐ Renewal of Contract
- ☐ Vendor-Provided Contract
- ☐ Work Study/Student Affiliation Agreement

Part 2 - PRIORITY: The following are anticipated time constraints, which apply to this request.

☒ PRIORITY – To be accomplished no later than _____

☐ No Priority

Part 3 - DESCRIPTION/PURPOSE OF DOCUMENT: Brief Description/Purpose

- MOU **College and Career Access Pathway Agreements (CCAP) between COS and Cutler-Orosi Joint Unified High School District.** Pathways: Cal-GETC.

MUST INCLUDE THE FOLLOWING SUPPORTING DOCUMENTS:

☐ W-9 form (if new vendor) ☐ Proposal (if any) ☒ Copy of Original Contract if being renewed/Amended

Signatures Required:

Department Supervisor/Dean

Division Vice President

Ron Ballesteros-Perez
Vice President, Admin Services
College of the Sequoias

Administrative Services Use Only	
Date Received	
Contract Office Review	
VPAS Approval Signature	
Returned to Department	
Contract#	

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH KAWEAH HEALTH CAL FRESH LIVING PROGRAM**

ATTACHMENTS: **MOU WITH KAWEAH HEALTH CAL FRESH LIVING PROGRAM**

FUNDING SOURCE: **N/A**

DISCUSSION: The Director of College and Career requests Board approval of the MOU with Kaweah Health Cal Fresh Healthy Living Program to extend the existing partnership effective October 2025 to March 31, 2026. This continued collaboration with the COJUSD Early Childhood Education Preschools and the College & Career Department focuses on nutrition education to Pre-K age children and parents to reduce the incidence of childhood obesity and instill healthy habits for life. Services will continue to include professional development, training, curriculum & instructional materials for preschool staff. All training will include preschool staff and high school students from the Orosi High School Career Pathway of Education.

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 approve the MOU with Kaweah Health Cal Fresh Healthy Living Program.**

PROPOSED ACTION: **APPROVE**

Item #: 10

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into **October 1, 2025** (the "Effective Date") through **March 31, 2026,** by and between Kaweah Health Care District (Cal Fresh Healthy Living Project) located at 400 W Mineral King Ave, Visalia, California 93291 (the "First Party"), and Cutler-Orosi Unified School District located at 41815 Road 128, Orosi, California 93647 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To complete program activities related to nutrition education to Pre-K age children and parents to reduce the incidence of childhood obesity and to instill healthy habits for life.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to continue to work together to complete project activities that develop and establish policies and procedures that will promote and sustain a partnership in which Kaweah Health will provide teacher training for Pre-K teachers on an evidence based nutrition education curriculum called Coordinated Approach to Child Health (CATCH), educational materials and technical assistance as needed/requested. Other services may include parent meeting presentations, nutrition education resources, working with career pathway students, community event, as agreed by both parties, and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Kaweah Health Care District shall render and provide the following services that include, but are not limited to:

- Providing an annual training on CATCH curriculum and other health topics for pre-k and t-k teachers.
- providing technical assistance and model a lesson/s for teachers per request

- work with Cutler/Orosi staff on other services such as parent presentations, working with career pathway learners, community events, etc.

- assist in reviewing and revising the existing Cutler/Orosi Unified School Wellness Policy to ensure it meets State Standards.

- completion of the Physical Activity Playground Stencil **Project** to provide more recreational opportunities for Pre-k students at a minimum of 1 school. The Stencil Kit is available for designing and painting playground elements such as hopscotch, alphabet designs, pathways, animal movements, etc. that encourage physical activity. The playground activities associated with the use of the stencils will help the children and schools meet the CDC's recommended standards: American Academy of Pediatrics, American Public Health Association, and National Resource Center for Health and Safety in Child Care and Early Education. The Parent Advisory Committee and Pathway students will be engaged to assist with this Project.

Cutler-Orosi Unified School District shall render and provide the following services that include, but are not limited to:

- Communicate with Pre-k Teachers and ask them to participate in teacher trainings and deliver CATCH lessons in their classroom
- Communicate with Career Pathway students to participate in trainings, if students are interested in pursuing internships during the summer early child education programs
- Pre-K teachers will complete Activity Tracking Forms on a weekly basis
- Pre-K teachers will Complete Site Level Assessment Questionnaire (SLAQs) twice a year (Pre/Post intervention)
- Collaborate with Kaweah Health's Cal Fresh Healthy Living Project staff on other activities as agreed on by both parties

5. Data Sharing Agreement

Data sharing from COUSD to Kaweah will only include non-identifiable information such as:

- Demographics, age, gender and ethnicity, and number of students completing each lesson per teacher. This information will be provided to Kaweah using a Tracking sheet provided by Kaweah.
- Information collected through the Site Level Assessment Questionnaires (SLAQ) before and after the intervention. The SLAQ is designed to provide comprehensive annual site assessment data for program planning in settings Early Care and Education. Kaweah will also use aggregated data from the SLAQs for program evaluation purposes.

6. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 2 years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

7. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

8. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

9. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

10. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

11. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of California.

12. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Kaweah Health Care District and Cutler-Orosi Unified School District and shall be effective as of the date first written above.

10/23/2025

Ryan J. Gates, Chief Ambulatory Officer (Date)

Kaweah Health Care District

400 W Mineral King Ave

Visalia, California 93291

Yolanda Valdez, Superintendent

Cutler-Orosi Joint Unified School District

12623 Ave. 416

Orosi, California 93647

Lisa M Castillo, (Date)

K-12 District Director of College and Career

Cutler-Orosi Unified School District 41815 Road 128

Orosi, California 93647

Leanne Cerda, (Date)

Administrator of Early Childhood Education

Cutler-Orosi Unified School District 41815 Road 128

Orosi, California 93647

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE WORK BASED LEARNING (WBL): REGIONAL SAN JOAQUIN DISCOVERY LEADERSHIP CONFERENCE OVERNIGHT STAY**

ATTACHMENTS: **ITINERARY AND ACTIVITY REQUEST**

FUNDING SOURCE: **SAN JOAQUIN FFA REGION AGRICULTURE EDUCATION PROGRAM**

DISCUSSION: The Director of College and Career requests Board approval for the Orosi High School FFA President to attend the overnight FFA Regional San Joaquin Discovery Leadership Conference in Bakersfield, CA, on November 20–21, 2025. The student will engage with Region and State FFA mentors, industry speakers, and co-facilitate workshops mentoring middle school students in leadership, self-discovery, and agricultural career exploration to promote FFA/Ag Career Pathways. Attendance is required for all Chapter FFA Presidents in the Central San Joaquin Region. FFA Region staff will chaperone all students with parent permission, and all expenses, including transportation, hotel, and meals, will be covered by the San Joaquin FFA Region Agriculture Education 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 approve the WBL: FFA Regional San Joaquin Discovery Leadership Conference Overnight Stay**

PROPOSED ACTION: **APPROVE**

Item #: 11

Cutler-Orosi Joint Unified School District

12623 Avenue 416 Orosi, CA 93647

ACTIVITY REQUEST FORM

Teacher in Charge: FFA State Educational Consultant/Advisor Shay Williams **Date Submitted** 10/29/2025
(must be 2 weeks prior to trip or event)

Type of Activity: Fundraiser ☐ Field Trip ☐ Assembly/Parent Program ☐
Other ☒ WBL: Regional San Joaquin FFA Discovery Leadership Conference

How many students will participate? 1 **Which grade levels are impacted?** 12
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: OHS FFA Regional Officer/AOSA Academy Student
Activity Date 11/20 - 11/21/2025 **Activity Time**: 7:00 am 11/20/25 to 5:00 pm 11/21/25
Location: (#1) Wyndham 9000 W Airport Dr, Visalia, CA 93277 (#2) Conference Location: The Kern Ag Pavillion 3300 E. Belle Terr, Bakersfield Ca. (#3) Holiday Inn Express 19480 Quinn Road Bakersfield, CA 93308
Hotel: Holiday Inn Express Bakersfield Airport, 19480 Quin Rd Bakersfield, Ca. 93308

Activity Purpose: The purpose of the FFA San Joaquin Region Discovery Leadership Conference is to cultivate leadership, personal growth, and agricultural awareness among younger participants by engaging them in hands-on activities, workshops, and collaborations led by older peers and industry partners. The conference also aims to introduce high school students to mentor middle school students in FFA leadership principles, help them discover their own strengths and interests, and foster connections within the agricultural community and create a pipeline of interest in FFA/Ag Career Pathways at the Secondary and Post-Secondary Levels

Transportation Needed? YES ☐ **NO** ☒
If "YES" please complete and attach the Transportation Request Form to this Activity Request form.
If transportation is provided by a private vehicle the driver must be registered with the District and meet all requirements of fingerprinting and AB1025.
Name(s) of person(s) driving: N/A
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?
This activity is directly correlated to CTE Ag Standards, College and Career Readiness Standards, and District Wide Student Learning Outcomes.

If this is a fundraising activity, explain how and when money will be collected? NA
Who is responsible for collecting money from fundraisers or for field trip? NA
Remember any field trip must have enough money collected to ensure that all children in the group/club/class can participate whether or not they choose to participate.

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

Signature of Teacher Date

Signature of Department Chair/Grade Level Lead or Activity Director Date

Signature of Administrator 10/29/25 Date

Approved _____ Rejected _____
Pending Board Approval ✓ Rejected _____

Reason for Rejection: _____

OROSI High School

WBL: Regional FFA San Joaquin Discovery Leadership Conference Overnight Stay
Thursday, November 20 - 21, 2025

Advisor: Shay Williams Hopper (Educational Program Consultant) **Students: 1**
Student Name Ethan Lopez

Purpose:
The purpose of the FFA San Joaquin Region Discovery Leadership Conference is to cultivate leadership, personal growth, and agricultural awareness among younger participants by engaging them in hands-on activities, workshops, and collaborations led by older peers and industry partners. The conference also aims to introduce high school students to mentor middle school students in FFA leadership principles, help them discover their own strengths and interests, and foster connections within the agricultural community and create a pipeline of interest in FFA/Ag Career Pathways at the Secondary and Post-Secondary Levels

Destination:

#1 Wyndham 9000 W Airport Dr, Visalia, CA 93277
#2 Conference Location: The Kern Ag Pavillion 3300 E. Belle Terr, Bakersfield Ca.
#3 Holiday Inn Express 19480 Quinn Road Bakersfield, CA 93308

- **No cost to the student or district. All expenses covered by San Joaquin Region FFA.**

Day 1: November 20. 2025

7:00 am - Meet at Destination #1 Wyndham Hotel for Rally Point all San Joaquin Regional Presidents and travel to Bakersfield
9:00 am - Estimated Arrival to Destination 2: the Kern Ag Pavillion

- Registration Check-In and Regional Orientation for Student Leads

	Agriscience	Ag Chem/ Soil Science	Animal Science	Ag Communications	Food Science	Ag mechanics
10:30	1	2	3	4	5	6
10:55	2	3	4	5	6	1
11:20	3	4	5	6	1	2
311:45	Lunch					
12:20	4	5	6	1	2	3
12:45	5	6	1	2	3	4
1:10	6	1	2	3	4	5
1:35 Closing Session						
2:00 Conference Adjourns						
2: 30 pm Regional Leads head back to Hotel (Destination #3 Holiday Inn Express)						

OROSI High School

WBL: Regional FFA San Joaquin Discovery Leadership Conference Overnight Stay
Thursday, November 20 - 21, 2025

3:00 pm Estimated Arrival to Hotel 5:00 pm Dinner 10:00 pm Lights Out

Day 2: November 21, 2025

7:30 - 8:00 am Breakfast at hotel						
8:15 am - 8:30 Load Luggage into vans and travel to Destination #2 Kern Ag Pavillion Conference						
9:00 am - Regional Chapter Leads Review Days Events						
	Agriscience	Ag Chem/ Soil Science	Animal Science	Ag Communications	Food Science	Ag mechanics
10:30 am	1	2	3	4	5	6
10:55 am	2	3	4	5	6	1
11:20 am	3	4	5	6	1	2
11:45 am	Lunch					
12:20 pm	4	5	6	1	2	3
12:45 pm	5	6	1	2	3	4
1:10 pm	6	1	2	3	4	5
1:35 pm Closing Session						
2:00 pmConference Adjourns						
2:30 pm Depart Conference and drive back to Visalia						
4:30 pm Estimated Time of Arrival to Destination 1. Wyndham Hotel in Visalia • Parent to Pick Up Student						

Student Conduct:
Students are expected to adhere to district and school-wide policies, representing self, the school, and the community with respect and professionalism.

Student Dress:
Students are expected to wear Nursing Uniforms. In addition, students are expected to adhere to High School Dress Code Policies and Procedures and course requirements. Failure to do so can result in non-participation.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **ACCEPT THE QUARTERLY WILLIAMS UNIFORM COMPLAINT REPORT FOR JULY-SEPTEMBER 2025.**

ATTACHMENTS: **THE QUARTERLY WILLIAMS UNIFORM COMPLAINT REPORT SUMMARY FOR JULY-SEPTEMBER 2025.**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board review is the quarterly Williams Uniform Complaint report summary for July – September 2025. There were no complaints for the quarter from July-September 2025.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board accept the Quarterly Williams Complaint Report summary for July-September 2025.**

PROPOSED ACTION: **ACCEPT**

Item #: 12

Williams Valenzuela Complaint Report 3rd Quarter (July - September) 2025

* 1. Contact Information

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

2. Textbooks & Instructional Materials

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

3. Facilities

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

4. Teacher Vacancy & Misassignment

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

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFICATOIN OF DATA SHARING AGREEMENT WITH MGT IMPACT SOLUTIONS. LLC**

ATTACHMENTS: **DATA SHARING AGREEMENT**

FUNDING SOURCE: **N/A**

DISCUSSION:

On June 12, 2025, the Board of Trustees approved awarding the contract for the District's Facilities Master Plan (FMP) to MGT Impact Solutions, LLC for $92,367. To support the completion of the plan, a Data Sharing Agreement between the Cutler-Orosi Joint Unified School District and MGT Impact Solutions, LLC was executed on October 15, 2025.

The agreement outlines the necessary sharing of student information to assist MGT Impact Solutions, LLC in developing accurate enrollment projections and facility planning recommendations. All data handling and use are subject to required privacy protections and compliance with applicable state and federal laws.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the ratification of the data sharing agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 13

DATA SHARING AGREEMENT BETWEEN THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT AND MGT IMPACT SOLUTIONS, LLC

This Data Sharing Agreement ("Agreement") is entered into between the Cutler-Orosi Joint Unified School District ("District"), a California public school district, and MGT Impact Solutions, LLC ("Vendor"). District and Vendor may each be referred to individually as a "Party" or together as the "Parties" in this Agreement.

RECITALS

A. This Agreement is intended to allow for the transfer of certain student data ("Student Data") or other confidential data maintained by the District (collectively "District Data") to Vendor under the terms and conditions set forth hereunder. For purposes of this Agreement, Student Data shall mean "pupil records" as that term is defined by California Education Code section 49073.1 and/or "covered information" which means personally identifiable information or materials as defined in California Business and Professions Code section 22584.

B. This Agreement is also intended to protect the privacy and confidentiality of all District students and other sensitive District Data, including personally identifiable information (PII), by requiring the recipient to implement appropriate safeguards and comply with all applicable laws and provisions specified herein. The Company shall use and disclose District Data solely in accordance with this Agreement and only for authorized purposes.

C. Student confidentiality will be protected through the use of Vendor-established policies and security measures designed to protect the identity of individual students while handling and maintaining all District Data specified herein.

NOW THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the Parties hereto agree as follows:

AGREEMENT

1. Purpose of Agreement. This Agreement is intended to allow for the transfer and sharing of certain District Data, as identified in this Agreement, with Vendor in accordance with all applicable federal and state law and subject to the terms and conditions set forth hereunder.

2. Release of District Data. The District hereby authorizes the release of the District Data described in **Exhibit A** to this Agreement, which may include personally identifiable information (PII), to the Vendor for the specific purposes identified in Section 1. The Vendor agrees to handle all such data in strict compliance with this Agreement and all applicable federal, state, and local laws governing the privacy and security of student information.

The District shall provide with the District Data as specified in this Agreement and Exhibit A, within thirty (30) days of the Agreement's effective date, during the Term of this Agreement. The transfer of District Data to Vendor shall consist of District Data created or collected by the District covering the current school year and three (3) previous school years. No additional transfers of District Data shall be required under this Agreement unless otherwise agreed to in writing by both Parties.

3. Compliance with Applicable Law.

   a. This Agreement is intended to comply with the requirements of Education Code section 49076 and section 99.31(a)(6) of Title 34 of the Federal Code of Regulations.

   b. Vendor acknowledges and agrees that it will be providing digital storage, management and retrieval of pupil records and/or digital educational software through which Vendor may access, store, and/or use pupil records, as such terms are defined in Education Code section 49073.1. Accordingly, Vendor shall execute the Pupil Records Rider for Digital Records Storage and/or Digital Educational Software Contracts ("Pupil Records Rider") attached hereto as **Exhibit B** and herein incorporated by reference.

4. Term. The term of this Agreement ("Term") shall be for one (1) year, commencing on October 15, 2025 and ending on June 30, 2026, unless earlier terminated in accordance with the Agreement. The Agreement may be renewed for up to four (4) additional terms of one year, by mutual written agreement of Vendor and the District.

5. Termination. Either Party may terminate this Agreement with thirty (30) days' written notice to the other Party, at any time, for any reason. The termination or expiration of this Agreement shall not affect the rights or obligations of the Parties regarding the confidentiality, use, sharing, transfer, maintenance, storage, or destruction of District Data, as set forth herein or in the Pupil Records Rider attached as **Exhibit B**. All such rights and obligations shall survive the termination or expiration of this Agreement.

6. Legal Obligations. The Vendor acknowledges that District Data transferred under this Agreement may contain confidential information protected from disclosure under applicable federal and state law, including the Family Educational Rights Protection Act ("FERPA") and its implementing regulations (Code of Federal Regulations, Title 34, Part 99), the California Education Code, including but not limited to section 49062 thereof, *et seq.*, the federal Health Insurance Portability and Accountability Act ("HIPAA"), the California Information Practices Act (Civil Code section 1798.3 *et seq.*), and any other applicable source of law. The Vendor shall comply with all applicable federal and state law and regulations with respect to its use and handling of District Data.

7. Confidentiality and Security of District Data. Vendor and its employees, officers, and agents, shall ensure the confidentiality of District Data through the following methods:

a. District Data shall only be transferred to Vendor using a secure network protocol (i.e., HTTPS, SFTP) as approved by the District. Vendor shall be responsible for setting up any necessary hardware/software for transfer of District Data, and will bear the cost of creating and maintaining such hardware/software and the costs of transferring District Data.

b. Vendor shall maintain District Data in a space physically secure from unauthorized access. Once District Data has been electronically transferred to the physically secure location, it will not be electronically transferred away from that location without prior District consent. No District Data will be stored on laptop computers or other portable electronic devices or media.

c. Vendor shall restrict access to District Data only to (i) person or persons employed by Vendor who provide direct services to District students; or (ii) person or persons employed by Vendor who have been tasked with analyzing the data (collectively "Authorized Users"); and shall provide training to all Authorized Users regarding access, use, and disclosure of District Data, including, but not limited to the requirements for handling confidential information, sanctions for unauthorized disclosure or use of confidential information, and compliance with the terms of this Agreement and all requirements of FERPA and other applicable federal and state law governing the use of and release of District Data.

d. Vendor shall not release or otherwise reveal, directly or indirectly, any District Data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is expressly permitted in this Agreement or is required by law or court order.

e. Vendor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with District Data, other than publications such as reports or grant proposals which do not identify any individual student.

f. Vendor shall not use District Data shared under this Agreement for any purpose other than the purposes outlined in this Agreement and shall not use any personally identifiable information contained in District Data to engage in targeted advertising.

g. Nothing in the Agreement shall be construed to authorize Vendor to have access to additional District Data that is not included in the scope of the Agreement or any exhibits, appendices or addenda thereto.

h. Vendor understands that the Agreement does not convey ownership of any District Data to Vendor.

i. Vendor shall take commercially reasonable security precautions and protections, as may be approved by the District, to ensure that unauthorized persons do not gain access to District Data. Commercially reasonable security precautions and

protections include, but are not limited to:

i. Creating, distributing, and implementing data governance policies and procedures which protect District Data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
ii. Encrypting District Data before it is transmitted electronically;
iii. Requiring that Authorized Users be uniquely identified and authenticated before accessing District Data;
iv. Establishing and enforcing well-defined data privilege rights which restrict Authorized Users' access to the District Data necessary for them to perform their job functions;
v. Ensuring that all Authorized Users accessing District Data receive all training regarding access to, use and disclosure of District Data as specified in this Agreement;
vi. Securing access to any physical areas/electronic devices where District Data will be stored in accordance with this Agreement;
vii. Installing a firewall to permit or deny network transmissions of District Data based upon a set of rules; and
viii. Installing anti-virus and anti-malware software to protect the network.

j. Vendor shall report all known or suspected breaches of District Data, in any format, to District within 24 hours of Vendor's discovery of the known or suspected breach. The report shall include: (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records); (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.

   In the event of an unauthorized breach or disclosure of District Data by, or caused by Vendor, its employees, subcontractors, or agents, Vendor shall comply with all applicable data security breach obligations set forth in state and federal law; assist District, to the extent feasible, in complying with its obligations regarding data security breaches under state and federal law; and notwithstanding any other limitations of liability set forth in this Agreement, shall bear the total reasonable costs thereof.

k. Vendor shall return or securely and permanently destroy the District Data, and any and all hard and soft (electronic) copies thereof, within thirty (30) days following the termination of this Agreement and shall timely notify District of the destruction of District Data. Vendor agrees to require all Authorized Users to comply with this

provision.

l. For purposes of this Agreement and ensuring Vendor's compliance with the terms of this Agreement and applicable state and federal laws, Vendor shall designate one individual as a temporary custodian of the District Data that the District shares with Vendor ("Data Custodian"). The District will release all District Data under this Agreement only to said named Data Custodian, who shall be responsible for transmitting all District Data requests and maintaining a log or other record of all District Data requested and received pursuant to the Agreement, including confirmation of the return or destruction of District Data as described herein. The District or its agents may, upon request, review the records Vendor is required to keep under this Agreement. The District designates the Director of Technology (or an alternative designee specified in writing) as its liaison for all communications with Vendor regarding this Agreement ("District Liaison").

m. Vendor acknowledges that any violation of this Agreement and/or the provisions of FERPA, its implementing regulations, or any other applicable federal or state law related to the nondisclosure of protected student information constitutes cause for the District to immediately terminate this Agreement.

8. Obligations of District. During the Term of this Agreement, the District shall:

a. Create a Vendor account in the District's student data system to facilitate data collection and transfer of District Data to Vendor.

b. Collect and transfer District Data as specified in this Agreement and attached exhibits, and in accordance with applicable law.

c. In the event it is notified by Vendor of an unauthorized disclosure of District Data or other pupil records subject to this Agreement, the District will notify all affected parents, legal guardians, and eligible pupils in accordance with the Information Practices Act. (Civ. Code, § 1798.29.)

9. Liability. Vendor acknowledges and agrees that Vendor shall be responsible for all District Data in its possession and control and shall be liable for any unauthorized disclosures of District Data, corruption of District Data, or District Data security breaches.

10. Indemnification. Vendor agrees that to the fullest extent permitted by law, Vendor will hold harmless, defend, and indemnify the District, its officers, Board of Trustees, members of the Board of Trustees, agents, and employees from any claim, liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Vendor or Vendor's officers, agents, employees, or subcontractors, under this Agreement, including but not limited to any unauthorized release, or unauthorized use or disclosure of District Data. The terms of this section shall

survive termination of this Agreement.

11. Insurance. Without in any way limiting Vendor's liability or indemnification obligations as set forth in this Agreement, Vendor shall, at its own cost and expense, obtain and maintain, at all times during the performance of this Agreement and any renewal or extension hereof, the following insurance : (1) statutory workers' compensation insurance, (2) commercial general insurance written on an occurrence basis in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate; and (3) professional liability insurance in an amount not less than One Million Dollars ($1,000,000). Vendor shall not commence performing any of the services under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and its employees, agents, offices, Board of Trustees and members of its Board of Trustees are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

12. Notices. Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following:

To: District	**To: Vendor**
Cutler-Orosi Joint Unified School District	MGT Impact Solutions, LLC
12623 Avenue 416	4320 W. Kennedy Blvd., Ste 200
Orosi, CA 93647	Tampa, FL 33609
Attention: Sunsie Tumacder	Attention: Legal Department
Email: sutumacder@cojusd.org	Email: contracts@mgt.us

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

14. Amendment. Modifications to this Agreement must be in writing and be signed by each Party.

15. Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Tulare County, subject to any motion for transfer of

venue.

16. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but will continue in full force.

17. Assignment. Neither Party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other Party.

18. Non-Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

19. Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

20. Approval or Ratification. This Agreement shall not be effective until approved or ratified by the District's Board of Trustees.

By signing below, each signatory represents that it has the authority to execute this Agreement as of the date below.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Signed by:
Yolanda Valdez
C552B6A9C44349F...
Signature

Yolanda Valdez
Printed Name

Superintendent
Title

10/15/2025
Date

MGT IMPACT SOLUTIONS, LLC

Signature

A. Trey Traviesa
Printed Name

CEO
Title

10/15/2025
Date

EXHIBIT A

DISTRICT DATA TO BE RELEASED

1. Scope of Data. The District will provide four (4) student data files, covering the current school year and the three (3) previous school years, each in spreadsheet format with one record for every active student as of the state-specified reporting date.

2. Required Data Fields. Each file will contain only the following fields, as required by MGT Impact Solutions, LLC ("Vendor"):

- Student ID (unique District identifier)
- Grade Level (Pre-K/TK identified with a non-numeric grade code)
- School Name
- School ID Number
- Street Address (residence, *not* mailing address)
- City
- ZIP Code

3. Purpose of Release. To enable Vendor to perform enrollment forecasting, attendance-boundary analysis, and related demographic and facilities-planning on behalf of the District. This Agreement and data exchange are limited to general student demographic information for enrollment and facilities-planning purposes, and no special education, disability, or service-related data will be shared.

4. Frequency & Method of Transfer.

- Initial Transfer: Within thirty (30) days of the Agreement's effective date, the District will provide the baseline data set described above.
- Subsequent Updates: Additional updates will be provided only if mutually agreed to in writing by both Parties.
- Secure Delivery: All files will be transmitted via a District-approved secure protocol (e.g., HTTPS or SFTP).

5. Confidentiality & Safeguards. All data shall remain the property of the District and will be handled in compliance with FERPA, California Education Code § 49073.1, Business & Professions Code § 22584, and all other applicable federal and state privacy laws.
Vendor shall not attempt to re-identify students, and shall not use the data for marketing, targeted advertising, or any purpose outside this Agreement.

6. Points of Contact.

Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93647
Attention: Sunsie Tumacder
Email: sutumacder@cojusd.org

MGT Impact Solutions, LLC
4320 W. Kennedy Blvd., Ste 200
Tampa, FL 33609
Attention: Legal Department
Email: contracts@mgt.us

EXHIBIT B

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
PUPIL RECORDS RIDER FOR
DIGITAL RECORDS STORAGE AND/OR
DIGITAL EDUCATIONAL SOFTWARE CONTRACTS

Cutler-Orosi Joint Unified School District ("District") and MGT Impact Solutions, LLC ("Vendor") have entered into that certain Data Sharing Agreement] ("Agreement") as of October 15, 2025. The Agreement includes the digital storage, management and retrieval of pupil records and/or digital educational software through which Vendor accesses, stores and uses pupil records. This Pupil Records Rider ("Rider"), executed by the District and Vendor as of October 15, 2025 is intended to supplement and amend the terms of the Agreement, as set forth below. This Rider concerns pupil records, as that term is defined by Education Code section 49073.1 ("Pupil Records") and/or covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 ("Covered Information").

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The Parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and Vendor has a limited, nonexclusive license to such Pupil Records. The Agreement and Rider do not give Vendor any rights, implied or otherwise, to Pupil Records, District content, or intellectual property, except as expressly stated in the Agreement and this Rider.

2. Pupil-Generated Content. Notwithstanding the provisions of Section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Vendor shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Within thirty (30) days of the execution of this Rider, Vendor shall provide the District with a written description of the process it will provide to pupils in compliance with this Section 2.

3. Use of Information in Pupil Records. Vendor may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement and this Rider.

4. Personally Identifiable Information. Vendor shall provide a process by which a pupil's parent, legal guardian, or the eligible pupil can review personally identifiable information in the pupil's records and correct erroneous information. Within thirty (30) days of the execution of

this Rider, Vendor shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.

5. Security and Confidentiality of Pupil Records. Vendor will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type. Without limiting the foregoing, Vendor warrants that all Pupil Records will be encrypted in transmission via web interface using Transport Layer Security (TLS), or its successor protocol, and stored using encryption of no less than 256-bit AES-level encryption.

In addition, Vendor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Agreement and/or this Rider.

Vendor will designate employees or agents it holds and will hold primarily responsible for meeting the Vendor's duties to securely maintain and protect Pupil Records. Vendor will ensure that the designated persons have or will receive all training and information necessary to meet the Vendor's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Vendor of any of its duties under the law or the Agreement and/or this Rider, nor relieve the Vendor of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Vendor will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct Vendor to provide notice of the incident directly to parents, legal guardians or pupils whose personally identifiable information was involved, or to regulatory agencies or other entities.

7. Retention of Pupil Records. The Vendor hereby certifies that Pupil Records shall not be retained or available to the Vendor, including any subcontractors, partners, or associated entities of the Vendor, upon completion of the terms of the Vendor and this Rider. Notwithstanding the foregoing, Vendor may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Agreement and this Rider if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Vendor for the purpose of storing the pupil-generated content and the Vendor receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the Agreement and this Rider, Vendor will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, Vendor agrees to securely destroy all Pupil Records in its possession and in the possession of any subVendors or agents to which the Vendor might have transferred Pupil Records. The Vendor agrees to provide documentation of data destruction to the District.

8. Federal Educational Rights and Privacy Act. Vendor agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PRRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

Vendor will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need to access the data to fulfill Vendor obligations under the Agreement and/or this Rider. Vendor will ensure that employees and subcontractors who perform work under the Agreement and/or this Rider have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Rider. Vendor will use the education records only for the purpose of fulfilling its duties under the Agreement and/or this Rider for District's and its pupil's benefit and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

If Vendor will have access to "education records" for the District's students as defined under FERPA, Vendor acknowledges that, for the purposes of the Agreement and/or this Rider, it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. Vendor will use the education records only for the purpose of fulfilling its duties under the Agreement and/or this Rider for District's and its pupil's benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

9. No Targeted Advertising. Vendor will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District. Vendor will not use Pupil Records to engage in targeted advertising. Vendor is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

10. Covered Information. To the extent Vendor is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Vendor agrees to comply with all of the requirements of Business and

Professions Code section 22584. Vendor agrees not to engage in targeted advertising as described in section 22584. Vendor agrees not to use information, including persistent unique identifiers, created or gathered by the Vendor's site, service, or application, to amass a profile about a student except in furtherance of District's purposes. Vendor further agrees to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. Vendor will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.

11. Compliance with Law. In the event of a conflict between this Rider and the Agreement, the terms of this Rider shall govern. This Rider is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Agreement and this Rider, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Agreement shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Agreement. All parties subject to a contract voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Rider is coextensive with the term of the Agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Rider, as of the day and year first above written.

MGT IMPACT SOLUTIONS, LLC

By: 

Name: A. Trey Traviesa

Title: CEO

Date: 10/15/2025

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

By: Signed by: Yolanda Valdez

Name: Yolanda Valdez

Title: Superintendent

Date: 10/15/2025

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVAL OF RENEWAL AGREEMENT WITH CINTAS CORPORATION FOR UNIFORM RENTAL SERVICES**

ATTACHMENTS: **AGREEMENT**

FUNDING SOURCE: **GENERAL AND CAFETERIA FUNDS**

DISCUSSION:

The District currently contracts with Cintas Corporation for uniform rental services that support the Maintenance, Operations, and Transportation (MOT) and Food Services Departments. The proposed agreement represents a renewal of the existing service contract through the OMNIA Partners Cooperative Purchasing Program (Contract #211011196) for a new 60-month term. This agreement covers the rental, cleaning, and replacement of employee uniforms and related garments. Renewing this agreement ensures continuity of service and allows the District to maintain consistent pricing and service terms under a cooperative purchasing contract that satisfies state and federal competitive bidding requirements.
This renewal supports district operations by providing a reliable, cost-effective uniform program that promotes safety, professionalism, and efficiency across both departments.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 14

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

AND

CINTAS CORPORATION No.2
AGREEMENT

THIS AGREEMENT is entered into as of _____ between CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as District, and CINTAS CORPORATION No.2, a Nevada corporation, hereinafter referred to as Contractor, with reference to the following:

RECITALS

A. District requires services for rental and cleaning of employee uniforms. Contractor will follow OMNIA Partners cooperative purchasing program for pricing of services under this Agreement, provided that all services and conditions of services within the scope of this Agreement will be governed by the terms herein.

B. Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties "), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform rental and cleaning services in the State of California and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

C. Government Code section 53060 and Education Code section 35160 authorize the District to contract with persons who are specially trained and experienced and competent to perform special services.

D. Pursuant to Education Code section 45103.1 (b)(2), the services contracted are not available within the District, cannot be performed satisfactorily by District employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the District.

AGREEMENT

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement will become effective as of _____ and shall terminate 60 months thereafter, but no later than _____ ("Term"), except as otherwise stated in **Paragraph 16** below. There shall be no extension of the Term of this Agreement

without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

2. **SERVICES:** Contractor shall provide services as set forth in Exhibit A, entitled "Scope of Services," which is made part of this Agreement by reference.

3. **COST OF SERVICES:** For services rendered, Contractor shall be paid according to the fee schedule for the contracted services established by OMNIA Partners cooperative purchasing program. The total amount payable to Contractor shall not exceed the sum established by OMNIA Partners cooperative purchasing program for the contracted services .

4. **METHOD AND CONDITIONS OF PAYMENT:** Contractor shall provide a monthly invoice for services to District. Payment to Contractor will be made no later than 30 days after the date on which the invoice is received. Where deemed necessary to support payment, District may request Contractor to provide documentation in addition to the invoice.

5. **RECORDS AND AUDIT:** Contractor shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Contractor shall make such records available within Tulare County to the designated public and private auditors of District and to their agents and representatives, for the purpose of auditing and copying such records, for a period of five (5) years from the date of final payment under this Agreement.

6. **EQUIPMENT AND MATERIALS:** Contractor, at its sole cost and expense, shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

7. **INSURANCE:** Prior to approval of this Agreement by District, Contractor shall file with the Superintendent of the District evidence of the required insurance as set forth in Exhibit B, attached. Neither Contractor nor any of the Contractor Parties shall commence performing any

portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. Contractor's commercial general liability insurance policy shall include an endorsement stating that District and District Parties are named additional insureds. All of Contractors' insurance policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days ' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

8. **INDEPENDENT CONTRACTOR STATUS:** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled. Contractor agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of District. Notwithstanding this independent contractor relationship, District shall have the right to monitor and evaluate the performance of Contractor to assure compliance with this Agreement.

9. **TAXES:** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

10. **FINGERPRINTING REQUIREMENTS:**

a. Pursuant to California Education Code section 45125.1, before any agents or employees of Contractor may enter school grounds where they may have any contact with pupils, Contractor shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Contractor shall not permit any employee to come in contact with pupils of the District until the Department of Justice has ascertained that the Contractor's employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. Contractor shall provide the District with a written list of the names of its employees who may come in contact with pupils before commencement of work. Contractor shall certify, in a form provided by the District, in writing to the District, under penalty of perjury, that it has complied with the requirements of Education Code section 45125. l, and that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1, based upon the information Contractor has received from the Department of Justice. Contractor fu1ther agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the representations made to District relating to Contractor's or Contractor Parties' compliance with these requirements, or Contractor or Contractor Parties add personnel, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District detem1ines whether any contact is permissible.

c. If Contractor believes that its employees will have only no contact with pupils and should therefore be exempted from these requirements, Contractor must contact the District with its request for exemption within fifteen (15) days prior to the commencement of work.

11. TUBERCULOSIS CERTIFICATION: Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Tem1 of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____

_____

[Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District

students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

12. INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers , consultants, employees, Board of Trustees , members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands , liabilities, damages, losses, suits and actions, and expenses (including , but not limited to reasonable attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") resulting from the negligence or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, in the performance of or failure to perform Contractor's obligations under this Agreement , including , but not limited to Contractor 's or the Contractor Parties ' use of the site, Contractor's or the Contractor Parties' performance of the Services , or for injury to or death of persons or damage to prope11y or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

13. CONFLICT OF INTEREST:

a. Contractor agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to, Government Code section 1090, et seq., and the Political Reform Act, Government Code sections 81 000, et seq., and regulations enacted regarding the Political Reform Act by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including Contractor for this purpose, from making any decision on behalf of District in which an officer, employee or consultant has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any District decision which has the potential to confer any pecuniary benefit on Contractor or any business firm in which Contractor has an interest, with certain narrow exceptions.

b. Contractor agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District designated representative and provide all information needed for resolution of this question.

14. CONFIDENTIAL INFORMATION: Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. District will pay to Contractor the compensation earned for work performed and not previously paid for to the date of termination.

Without Cause: Either party may tem1inate this Agreement at any time by giving sixty (60) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period.

ll. With Cause:

(1) This Agreement may be terminated by District should Contractor:

(a) be adjudged a bankrupt, or

(b) become insolvent or have a receiver appointed, or

(c) make a general assignment for the benefit of creditors, or

(d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or

(e) through its own act or omission or that of any Contractor Parties expose District to potential liability or a potential increase in District's insurance premiums.

(2) Termination based on any of the above stated occurrences shall be effective immediately upon Contractor's receipt of the notice of termination.

(3) Upon a material breach by either party, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the reasonable satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on fu11her w1itten notice, specifying the date of termination.

(4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting pa11y consents to that

proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

(5) Neither party shall be liable for any special, consequential, indirect or incidental damages, including but not limited lost anticipated profits or other economic loss.,

c. Effects of Termination: Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where Contractor's services have been te1111inated by District, termination will not affect any rights of District to recover damages against Contractor. This Agreement does not provide for and the Parties do not contemplate through its terms any liquidated damages for early termination of the Agreement.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of District for which Contractor's services are to be performed, may immediately suspend performance by Contractor, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by Contractor to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

16. ENTIRE AGREEMENT REPRESENTED: This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its tem1s and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement , nor explained or supplemented by evidence of consistent additional terms.

17. HEADINGS: Section headings are provided for organizational purposes only and do not in any maimer affect the scope, meaning or intent of the provisions under the headings.

18. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:
Superintendent

Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93647
Phone: (559) 528-4763
Fax: (559) 528-3132

CONTRACTOR:
Cintas Corporation No. 2
6800 Cintas Blvd
Mason, OH 45262-5737

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

19. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly, the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

20. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. GOVERNING LAW: This Agreement is to be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

22. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

23. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

24. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement

is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

25. COMPLIANCE WITH LAW: Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125. I, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

26. ASSURANCES OF NON-DISCRIMINATION: Contractor shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discl imination is prohibited by state or federal law or regulation, and as presc l ibed in California Government Code section 12900, et seq., and by Labor Code section 1 735, including but not limited to, race, religious creed, color, national origin, ancestry , physical disability, mental disability , medical condition, marital status , sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status. Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. District, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to District pursuant to this Agreement with other employees where District is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude District from terminating this Agreement with or without cause as provided for in this Agreement.

27. ASSIGNMENT/SUCCESSORS AND ASSIGNS: Unless otherwise provided in this Agreement, District is relying on the personal skill, expertise, training and expe l ience of Contractor and Contractor ' s employees and no rights, burdens, duties or obligations under this Agreement may be assigned or subcontracted by Contractor without prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

28. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise.

The mediator will be mutually selected by the parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days either party may pursue litigation to resolve the dispute.

39. **UNEMPLOYMENT INSURANCE COMPLIANCE:** If Contractor is a sole proprietor or a partnership, Contractor acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. In such a case, District has an obligation to file a report with the Employment Development Department, which report must include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with District to make such information available and to complete DE Form 542. Failure to provide the required information may, at District's option, prevent approval of this Agreement or be grounds for termination by District.

40. **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.

41. **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.

42. **EXHIBITS AND ATTACHMENTS:** This Agreement includes Exhibits and Attachments, which are incorporated into this Agreement by reference. The Parties intent the terms of this Agreement to prevail over any contrary or conflicting terms shown in any Exhibit or Attachment.

43. **WARRANTY OF AUTHORITY:** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

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

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Date: _____ By: _____

Chairperson, Board of Trustees

CINTAS CORPORATION NO. 2

Date: _____ By: _____

Title: _____

Include this language on the signature page if Contractor is a sole proprietor

THIS AGREEMENT is subject to Unemployment Insurance Code section 1088.8 filing obligations within 20 days of entering into this Agreement.

DE Form 542 is completed by Contractor.
DE Form 542 was filed.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

a. Provide rental and cleaning of employee uniform services as listed in the Cintas Workplace Solutions Cooperative Acceptance Agreement under the OMNIA Partners cooperative purchasing program, Contract #211011196, attached hereto and incorporated by reference.

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall provide and maintain insurance, for the duration of this Agreement, against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the Contractor, its agents, representatives, employees or subcontractors, if applicable.

A. MINIMUM SCOPE & LIMITS OF INSURANCE

1. Coverage at least as broad as Commercial General Liability Insurance of $1,000,000 combined single limit per occurrence. If the annual aggregate applies, it must be no less than $2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of $1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of $1,000,000

B. SPECIFIC PROVISIONS OF THE CERTIFICATE

I. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance shall meet the following requirements:

   a. Contractor's general liability insurance policy shall Name the District, its officers, agents, employees and volunteers, individually and collective l y, as additional insureds.

   b. All of Contractor ' s relevant insurance policies shall provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materiall y changed except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.

2. The Certificate of Insurance for Worker's Compensation must include the following waiver of subrogation:

   a. Waiver of Subrogation. Contractor waives all rights against the District and its agents, officers, and employees for recovery of damages to the

extent these damages are covered by the workers' compensation and employers' liability.

C. VERIFICATION OF COVERAGE

Prior to approval of this Agreement by the District, the Contractor shall file with the Superintendent of the District, certificates of insurance with original endorsements effecting coverage in a fom1 acceptable to the District. The District reserves the right to require certified copies of all required insurance policies at any time.

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

Location #: 0621
Contract #: 210573525
Customer #: 16412254
Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348
GPO CC #13897 GPO Agreement #211011196
Date:
Customer/Participating Agency: CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT ("Customer") Phone: 559-528-4763
Address: 12623 AVE 416 City: OROSI State: CA Zip: 93647

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X270	MENS CARGO PANTS - Rental	☐ Yes ☐ No	0.399	
X275	MENS SNAG RESISTANT MM POLO - Rental	☐ Yes ☐ No	0.331	
X370	MENS CARGO SHORT - Rental	☐ Yes ☐ No	0.372	
X935	CINTAS COMFORT MENS SHIRT - Rental	☐ Yes ☐ No	0.223	
X945	MENS COMFORT PANT WORK PANTS - Rental	☐ Yes ☐ No	0.256	
X387	FRCVRLCRHRTT5.3INHRT - Rental	☐ Yes ☐ No	1.200	

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").

Standard Name Emblem	$ ea	Standard Agency Emblem	$ ea
Custom Agency Emblem	$ ea	Embroidery	$ ea
Uniform Advantage	Item:	$ .095	ea per week
Premium Uniform Advantage	Item:	$	ea per week
Emblem Advantage	Item:	$ .072	ea per week
Prep Advantage	Item:	$ .06	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-Up Charge	$ 3.05 per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium		$ .15	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	$		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ 5 per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X10186	4X6 ACTIVE SCRAPER			5.534
X1810	3X5 DURALITE MAT			3.002
X2160	SM SHOP TWL-RED			0.132
X2700	TERRY TOWEL			0.157
X45690	B&V AIR CARE COUNTER DISP SVC			5.525
X84335	3X5 BLACK MAT			2.489

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: X2160	% of inventory 10	$ 1.288	ea
Automatic Lost Replacement Charge	Item: X2700	% of inventory 3	$ 0.432	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: C.T Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: C.T Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality?

    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?

    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?

    ☐ Yes, additional terms required
    ☑ No additional terms needed (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 0621	Customer Signature:
By: [signature] – Carlos Torres	Print Name:
Title: KAM	Print Title:
Accepted-GM:	Email:
Cintas Enterprise Account: ☑ Yes ☐ No	Customer Contact:
Cintas Enterprise Partner Name: Cintas Luna	Customer Contact Email:

Cintas Representative Initials: CT Customer Initials:

Accounts Payable Contact Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☐ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** **If yes, please provide PO#**

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT** - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card** - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE VALUE
X66275	LADIES SNAG RESISTANT POLO - Rental	☐ Yes ☐ No	0.331	
X23390	LADIES COMFORTFLEX PRO PANT - Rental	☐ Yes ☐ No	0.336	
X71849	FR NOMEXIII COVERALL - Rental	☐ Yes ☐ No	4.619	
X912	CINTAS CLASSIC COVERALL - Rental	☐ Yes ☐ No	0.945	
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Cintas Representative Initials: CZ Customer Initials:

LOCATION LISTING

16412254- 12623 AVENUE 416 / / OROSI, CA 93647-2017

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFICATION OF JONES HALL LLP LEGAL SERVICES AGREEMENT FOR RENEWABLE ENERGY TAX CREDIT PROGRAM**

ATTACHMENTS: **LEGAL SERVICES AGREEMENT**

FUNDING SOURCE: **GENERAL**

DISCUSSION:

The District previously entered into a Legal Services Agreement with Jones Hall LLP to assist with the implementation of the Inflation Reduction Act of 2022 Renewable Energy Tax Credit Program. Under this agreement, Jones Hall LLP will provide legal services to support the District's application for federal investment tax credits related to its solar and renewable energy projects. Services include advising staff on compliance with federal filing requirements, preparing necessary IRS forms, and providing legal opinions regarding the allowable uses of received tax credit funds. Ratification of this agreement formalizes the District's prior action and ensures the agreement is included in the official record.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the ratification of the agreement.**

PROPOSED ACTION: **APPROVE**

Item #: 15

JONES HALL

4 West 4th Avenue
Suite 406
San Mateo, CA 94402
t. 415.391.5780
f. 415.276.2088

LEGAL SERVICES AGREEMENT

BY AND BETWEEN THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT OF TULARE COUNTY, CALIFORNIA AND JONES HALL LLP FOR LEGAL SERVICES

INFLATION REDUCTION ACT OF 2022 RENEWABLE ENERGY TAX CREDIT PROGRAM

THIS AGREEMENT is entered into this 5th day of November 2025, by and between the CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT (the "District" or the "Client") and JONES HALL LLP, San Mateo, California ("Attorneys");

W I T N E S S E T H:

WHEREAS, the Inflation Reduction Act of 2022 (the "Act") is a federal law which includes certain provisions and incentives promoting clean energy;

WHEREAS, the District has undertaken and expects to undertake certain solar projects (the "Project") which are expected to qualify for a non-transferrable tax credit in the form of a direct payment under the Act to the District;

WHEREAS, Attorneys are qualified by training and experience to provide the necessary legal services to facilitate the receipt of the direct payments with the services further delineated herein and are willing to provide such services to the District;

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

In consideration of the foregoing and the mutual covenants contained in this Agreement, the District and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the District will be Attorney's client and an attorney-client relationship will exist between the District and Attorneys. Attorneys assume that all other parties that may assist the District in the process of evaluating and applying for the direct payments under the Act understand that in this process Attorneys represent only the District, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services are limited to those

contracted for in this Agreement; the District's execution of this Agreement will constitute an acknowledgment of those limitations.

Section 2. Scope of Engagement. Attorneys shall perform all of the following services in connection with evaluating and applying for the direct payments available under the Act:

a. Consultation and cooperation with the District and District staff to assist in the formulation of a coordinated IRS application process.

b. Evaluation of property which might qualify for tax credits under the Act, which may include coordination with District staff as well as with a third-party firm retained by the District.

c. Advising the District on the requirements and procedures to be followed for the submission of required federal tax forms, including but not limited to the prevailing wage requirement and the apprenticeship requirement for enhancing the amount of investment tax credit payments and the domestic content requirement for credit eligible properties owned by governmental entities.

d. Assisting in the preparation and filing of all federal tax forms and notices which are required to submit a claim for payment of the investment tax credit to the District under the Act with respect to qualifying energy properties, including compliance with the pre-registration notification requirement and the submission of Form 990.

e. Preparation of a resolution for the governing board of the District approving the submission of all required federal tax forms and notices and approving District officers and staff to take necessary actions in connection therewith.

f. At or prior to the receipt by the District of any investment tax credit payment, rendering a reasoned opinion to the District with respect to the allowable uses and purposes for which such payment may be expended.

Section 3. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

a. Preparing requests for tax rulings from the Internal Revenue Service.

b. Drafting proposed legislation.

c. Pursuing test cases or any other litigation.

d. Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.

e. Reviewing, advising or opining on service contracts relating to proposed energy projects such as architect contracts, construction contracts or the methods of obtaining said services, or providing advice or opining on or reviewing applications relating to federal or state grant programs or other matching fund programs.

f. Advising on financial or business decisions.

Section 4. Conflicts; Prospective Consent. Attorneys represent many political subdivisions, investment banking firms and financial advisory firms in the course of its regular legal practice. It is possible that during the time that Attorneys are representing the District, one or more of Attorneys' present or future clients will have transactions with the District. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you as provided in this Agreement, because such matters will be sufficiently different so as to make such representations not adverse to our representation of the District. Execution of this Agreement will signify the District's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

Section 5. Compensation. For the services of Attorneys performed pursuant to the terms of this Agreement with respect to the Project, Attorneys shall receive a flat fee in the amount of $40,000 for all Form 990 filings which are made concurrently. The foregoing fee is not set by law but is negotiable between Attorneys and Client. Attorneys agree that submittal of invoices pursuant to this section shall occur at the time the District receives the tax credits in the form of a lump sum payment to the District. The foregoing fee of Attorneys shall be contingent upon the receipt by the District of any investment tax credit payment, and shall be payable from the proceeds thereof.

Section 6. Responsibilities of the Client.

(a) General. The District will cooperate with Attorneys and furnish Attorneys all information necessary for Attorneys to render the services described herein. During the course of this engagement, Attorneys will rely on District to provide Attorneys with complete and timely information on all developments pertaining to the clean energy properties.

(b) Federal Tax Law-Related Responsibilities. The Act imposes conditions and requirements relating to qualification for the tax credit available under the Act. The District will be required to make certain representations designed to ensure that the District has qualified for receipt of the tax credit. Attorneys will assume the accuracy of these representations. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after receipt of the tax credit may result in a review by the IRS of representations made in the course of applying for the tax credit. In this regard, Client agrees to familiarize itself with the relevant requirements and restrictions relating to the tax credits and to exercise due diligence in complying with these requirements.

Section 7. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the District.

Section 8. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the Client.

Section 9. Termination of Agreement.

(a) Termination by District. This Agreement may be terminated at any time by the District with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to the District if the District fails to follow written legal advice given by Attorneys.

(c) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the District become its property and shall be delivered to the District by Attorneys.

* * * * *

IN WITNESS WHEREOF, the District and Attorneys have executed this Agreement as of the date first above written.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

By _____
Authorized Officer

JONES HALL LLP

By _____
Eorl Carlson
Vice President

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICYAND ADMINISTRATIVE REGULATION 3515.4. RECOVERY FOR PROPERTY LOSS OR DAMAGE**

ATTACHMENTS: **BP AR 3515.4**

FUNDING SOURCE: **N/A**

DISCUSSION:

Policy updated to reference current parent/guardian liability limits for the costs of specified damages caused by their minor child. Additionally, policy updated to clarify that debt may not be collected for damages caused by a current or former student experiencing homelessness or foster child.

Regulation updated to make the process for recovery for property loss or damage more evident. Additionally, regulation updated to more closely align with law.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated BP/AR 3515.4.**

PROPOSED ACTION: **APPROVE**

Item #: 16

Policy 3515.4: Recovery For Property Loss Or Damage

Status: DRAFT

Original Adopted Date: 05/09/2019 | **Last Reviewed Date:** 11/13/2025

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. When district property is damaged due to the willful misconduct of a student or other person, the Superintendent or designee shall seek reimbursement of damages, within the limitations specified in law, from the parent/guardian of a minor child or from any other responsible individual.

The district may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of district books, supplies, or property loaned to a student that the student fails to return or that is willfully cut, defaced, or otherwise injured. However, the Superintendent or designee shall not collect debt for such damage caused by a current or former student experiencing homelessness or foster child or youth. (Education Code 48904, 49014)

Rewards

The Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any district property. (Government Code 53069.5)

The Board authorizes the Superintendent or designee to offer a reward in any amount deemed appropriate, not exceeding $2,500. A reward in excess of $2,500 shall be authorized in advance by the Board.

The Board shall determine the appropriate amount for the reward.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure. If more than one person provides information, the reward shall be divided among them as appropriate.

Regulation 3515.4: Recovery For Property Loss Or Damage

Status: DRAFT

Original Adopted Date: 05/09/2019 | **Last Reviewed Date:** 11/13/2025

In order to initiate the process for recovery for property loss or damage, district employees shall report any damage to or loss of school property to the Superintendent or designee immediately after such damage or loss is discovered.

Upon learning of any instance of loss or damage to school property, the Superintendent or designee shall conduct a complete investigation, which includes consulting with law enforcement officials when appropriate.

After the investigation is concluded, the individual causing the damage or loss has been identified, and the costs of repair, replacement, or cleanup determined, the Superintendent or designee shall take all practical and reasonable steps, including consultation with the district's legal counsel and/or insurance carrier, as needed, to recover the district's loss.

Such steps may also include the filing of a civil complaint in a court of competent jurisdiction to recover damages from the responsible person and, if the responsible person is a minor, from the parent/guardian in accordance with law. Damages may include the cost of repair or replacement of the property, the payment of any reward, interest, court costs, and all other damages as provided by law.

If the responsible person is a minor student of the district and the student's parents/guardians are unable to pay for the damages or to return the property, the district shall offer a program of voluntary work for the student in lieu of the payment of monetary damages. The district may offer any other student or former student, with parent/guardian permission, the option to provide service, work, or other alternative, nonmonetary forms of compensation to settle the debt owed as a result of property loss or damage. Service or work exchanged for repayment of a debt shall comply with all provisions of the Labor Code related to youth employment. (Education Code 48904, 49014)

The Superintendent or designee may withhold the student's grades, diploma, and/or transcripts until the student's parents/guardians have paid for the damages or the voluntary work has been completed. Prior to withholding a student's grades, diploma, or transcripts, the student's parent/guardian shall be notified of the alleged misconduct and due process shall be afforded the student in accordance with law. (Education Code 48904)

Additionally, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE BOARD POLICY 4033, LACTATION ACCOMMODATION**

ATTACHMENTS: **BP 4033**

FUNDING SOURCE: **N/A**

DISCUSSION:

Policy updated to clarify that required lactation accommodations apply to expressing breast milk, rather than breastfeeding an infant child, and that these accommodations are required for at least a year after the birth of the child. Additionally, policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024, and delete references to Title IX because lactation accommodations, although required by state law and other federal law, are not required by the Title IX regulations as they existed prior to August 1, 2024.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated BP 4033.**

PROPOSED ACTION: **APPROVE**

Item #: 17

Policy 4033: Lactation Accommodation **Status:** DRAFT

Original Adopted Date: 11/10/2011 | **Last Revised Date:** 02/13/2020 | **Last Reviewed Date:** 11/13/2025

The Governing Board recognizes the immediate and long-term health benefits of breast milk and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless there exist limited circumstances, as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

For at least a year after the birth of a child, the district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area and shall meet the following requirements: (Labor Code 1031; 29 USC 218d)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another

cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

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

AGENDA SECTION: CONSENT

AGENDA ITEM: UPDATE ADMINISTRATIVE REGULATION 4119.12,4219.12,4319.12, TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

ATTACHMENTS: AR 4119.12,4219.12,4319.12

FUNDING SOURCE: N/A

DISCUSSION:

Regulation updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024, and clarify that the Title IX regulations as they existed prior to August 1, 2024 are required to be used to address any complaint alleging sexual harassment, as defined, based on conduct that occurred between August 14, 2020 and July 31, 2024, and after January 9, 2025. Additionally, regulation updated to delete material related to sex discrimination, which was added when last revised based on the now vacated Title IX regulations, as the Title IX regulations as they existed prior to August 1, 2024 only require complaints alleging sexual harassment to follow the Title IX grievance procedures. In addition, regulation updated to require that records of insurance which evidence the district's coverage for acts of sexual assault be maintained indefinitely.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated AR 4119.12,4219.12,4319.12.**

PROPOSED ACTION: **APPROVE**

Item #: 18

Regulation 4119.12: Title IX Sexual Harassment Complaint Procedures **Status:** DRAFT

Original Adopted Date: Pending | **Last Reviewed Date:** 11/13/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and

the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the

extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If a student is the respondent, the district may remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

2. Obtains the parties' voluntary, written consent to the informal resolution process

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the

investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The district may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

Regulation 4219.12: Title IX Sexual Harassment Complaint Procedures **Status:** DRAFT

Original Adopted Date: Pending | **Last Reviewed Date:** 11/13/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and

the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the

extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If a student is the respondent, the district may remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

2. Obtains the parties' voluntary, written consent to the informal resolution process

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the

investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The district may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

Regulation 4319.12: Title IX Sexual Harassment Complaint Procedures **Status:** DRAFT

Original Adopted Date: Pending | **Last Reviewed Date:** 11/13/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and

the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the

extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If a student is the respondent, the district may remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

2. Obtains the parties' voluntary, written consent to the informal resolution process

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the

investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The district may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

AGENDA SECTION: CONSENT

AGENDA ITEM: UPDATE BOARD POLICY AND ADMINISTRATIVE REGULATION 4219.11/4319.11, SEXUAL HARASSMENT

ATTACHMENTS: BP, AR 4219.11,4319.11

FUNDING SOURCE: N/A

DISCUSSION:

Policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024. Additionally, policy updated to delete material related to sex discrimination, which was added when last revised based on the now vacated Title IX regulations, and include in Board Policy and Administrative Regulation 4030 - Nondiscrimination in Employment to keep material related to discrimination, including sex discrimination, together. In addition, policy updated to add general statement related to the prohibition of discrimination on the basis of sex and compliance with Title IX, which was moved from the accompanying administrative regulation. Policy also updated to align those who are included as "employees" for purposes of the policy and accompanying administrative regulation with analogous language in related sample Board policies and administrative regulations. Regulation updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024. Additionally, regulation updated to delete material related to sex discrimination, which was added when last revised based on the now vacated Title IX regulations, and include in Board Policy and Administrative Regulation 4030 - Nondiscrimination in Employment to keep material related to discrimination, including sex discrimination, together. In addition, regulation updated to delete general statement related to the prohibition of discrimination on the basis of sex and compliance with Title IX, which was moved to the accompanying Board policy. Regulation also updated to reflect NEW LAW (SB 1137, 2024) which provides that prohibited discrimination or harassment includes discrimination or harassment not just because of one protected class under state law, but also because of the combination of two or more protected bases. Additionally, regulation updated to clarify, in accordance with various provisions of state and federal law and related court cases, the actual or perceived characteristics of an individual or group that may serve as a basis for sexual harassment in the course of employment. In addition, regulation updated to delete examples of actions that may constitute sexual harassment as it is nuanced regarding when the action(s) amount to sexual harassment.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated BP and AR 4219.11,4319.11.**

PROPOSED ACTION: **APPROVE**

Item #: 19

Policy 4219.11: Sexual Harassment **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Reviewed Date:** 11/13/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s)

The Superintendent or designee may periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Regulation 4219.11: Sexual Harassment **Status:** DRAFT

Original Adopted Date: 06/14/2018 | **Last Reviewed Date:** 11/13/2025

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the district's response to sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Brian Zimmerman, Assistant Superintendent
12623 Avenue 416, Orosi, Ca 93647
(559) 528-4763
brianzimmerman@cojusd.org

Training

The Superintendent or designee shall ensure that employees receive training regarding sexual harassment in accordance with state and federal law.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on sex, gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and others in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to employees.

Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Policy 4319.11: Sexual Harassment **Status:** DRAFT

Original Adopted Date: 01/12/2017 | **Last Reviewed Date:** 11/13/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s)

The Superintendent or designee may periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Regulation 4319.11: Sexual Harassment **Status:** DRAFT

Original Adopted Date: 06/14/2018 | **Last Reviewed Date:** 11/13/2025

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the district's response to sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Brian Zimmerman, Assistant Superintendent
12623 Avenue 416, Orosi, Ca 93647
(559) 528-4763
brianzimmerman@cojusd.org

Training

The Superintendent or designee shall ensure that employees receive training regarding sexual harassment in accordance with state and federal law.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on sex, gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and others in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to employees.

Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
October 9, 2025

AGENDA SECTION: CONSENT

AGENDA ITEM: UPDATE BOARD POLICY AND ADMINISTRATIVE REGULATION 5142 SAFETY

ATTACHMENTS: BOARD POLICY AND ADMINISTRATIVE REGULATION 5142 SAFETY

FUNDING SOURCE: N/A

DISCUSSION: Policy and Regulation updated to make more current the language regarding release of a student when the custodial parent/guardian cannot be reached by referring to "an adult authorized in the district's student information system," formerly, "the student's emergency card."

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:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Board Policy and Administrative Regulation 5142 Safety.**

PROPOSED ACTION: **APPROVE**

Item #: 20

Policy 5142: Safety **Status:** DRAFT

Original Adopted Date: 09/09/2010 | **Last Revised Date:** 12/12/2019

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

District staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, district-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Regulation 5142: Safety **Status:** DRAFT

Original Adopted Date: 09/09/2010 | **Last Revised Date:** 11/14/2019

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian
2. An adult authorized in the district's student information system as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity
3. An authorized law enforcement officer acting in accordance with law
4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee and file a written report as appropriate.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle of high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual. (Education Code 49390)

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for

certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats. The training shall be documented and kept on file.

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them the 988 Suicide and Crisis Lifeline and the National Domestic Violence Hotline (1-800-799-7233). Additionally, student identification cards of students in grades 7-12 may have printed on them a quick response (QR) code that links to the county's mental health resources website. (Education Code 215.5)

Student Safety Patrols

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall be allowed to serve only with written consent of the students and the student's parents/guardians. Patrol members shall be at least 10 years of age and in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

The Superintendent or designee may permit students to avoid overexposure to sun when they are outdoors and evaluate the adequacy of shade in playground areas in accordance with Board Policy 5141.7 - Sun Safety.

Activities with Safety Risks

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during district-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing

7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo
11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Body Contact Sports
17. Other activities determined by the principal to have a high risk to student safety

As needed, the Superintendent or designee may periodically provide training or instruction to students on the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides a bicycle, scooter, skateboard, or roller skates to school shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

Protection Against Insect Bites

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

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

AGENDA SECTION: CONSENT

AGENDA ITEM: UPDATE BOARD POLICY AND ADMINISTRATIVE REGULATION 6141.2 RECOGNITION OF RELIGIOUS BELIEFS AND CUSTOMS

ATTACHMENTS: BOARD POLICY AND ADMINISTRATIVE REGULATION 6141.2 RECOGNITION OF RELIGIOUS BELIEFS AND CUSTOMS

FUNDING SOURCE: N/A

DISCUSSION: Attached for Board approval are Board Policy and Administrative Regulation 6141.2. Both were updated to reflect new court decision, Mahmoud v. Taylor, which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children.

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 6141.2.**

PROPOSED ACTION: **APPROVE**

Item #: 21

Policy 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 12/14/2006

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature, or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world and be consistent with the adopted instructional materials and state standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is forbidden in public schools. The Superintendent or designee shall ensure that instruction about religion does not promote or denigrate the beliefs or customs of any particular religion or sect, nor that a preference be shown for one religious viewpoint over another. Teachers and other district staff shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious convictions, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time.

Staff shall not coerce students in prayer or other religious activities as part of their official duties. However, staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing the student's religious belief so long as this does not disrupt the classroom or other district-sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the district. District-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and temporary in nature.

Classroom methods in instruction about religion shall not include religious role-playing activities or simulated religious devotional acts.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for district-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

District schools shall not prohibit religious activities if the same or similar non-religious activities are permitted.

When required by law, the district shall notify parents/guardians that they may, via written request, opt their students out of instruction on the basis of their religious beliefs as specified in the accompanying administrative regulation. Students whose parents/guardians opt them out of such instruction may be offered an alternative activity of similar educational value. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction on the grounds that the student was opted out of such instruction.

Regulation 6141.2: Recognition Of Religious Beliefs And Customs **Status:** DRAFT

Original Adopted Date: 12/14/2006

The Superintendent or designee shall ensure the following for the recognition of religious beliefs and customs in district schools:

1. The approach to religion is academic and not devotional
2. The goal is for student awareness of religion in historical and contemporary societies
3. The students may not be pressed to accept any one religion
4. The school may include the study of religion as part of the history-social science curriculum, but the practice of religions may not be sponsored
5. The students may be exposed to and educated about a diversity of religious views and beliefs, but a particular view or belief may not be imposed, nor may any one religion be promoted or denigrated

Staff shall make every effort to schedule one-time events, such as examinations, district-sponsored trips, special laboratories, picture-taking days, and class parties, to minimize conflicts with major religious holidays of all faiths such that no one faith is disproportionately impacted.

Programs and Exhibits

When district programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The principal or designee shall ensure that district-sponsored programs are presented in an objective manner, consistent with the accompanying Board policy
2. The principal or designee shall be kept informed of the program's development
3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body, and staff

Opt-Outs

When a parent/guardian submits a written request to opt the parent's/guardian's student out of instruction based on religious beliefs, customs, or practices, the request shall include the following:

1. The specific instructional content of which the student should be opted out
2. The specific religious belief(s), custom(s), and/or practice(s) with which the specific instructional content substantially interferes
3. How the specific instructional content substantially interferes with the specific religious belief(s), custom(s), and/or practice(s), including any grade level or individual student characteristics relevant to the opt-out request

As necessary, the Superintendent or designee may work with district legal counsel to evaluate each opt-out request and determine whether it shall be granted.

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

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**UPDATE BP 6146.1 HIGH SCHOOL GRADUATION REQUIREMENTS**
ATTACHMENTS:	**BP 6146.1 HIGH SCHOOL GRADUATION REQUIREMENTS**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for Board approval is Board Policy 6146.1: High School Graduation Requirements, which was updated to reflect California School Boards Association's (CSBA) language recommendations.

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 6146.1.**

PROPOSED ACTION: **APPROVE**

Item #: 22

Policy 6146.1: High School Graduation Requirements

Status: DRAFT

Original Adopted Date: 03/03/2016 | **Last Revised Date:** 05/11/2023

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)

2. Three courses in mathematics (Education Code 51225.3)

   Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

   Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

4. Three courses in social studies, including United States (U.S.) history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

5. One course in visual or performing arts, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language (Education Code 51225.3)

   To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

7. Beginning with the 2029-30 school year, a one-semester course in ethnic studies (Education Code 51225.3)

Additional Local Requirements Include:

1. Successful completion of Senior Exit Interview and Portfolio Presentation.
2. Community Service Hours (15 hours per year for a total of 60 community service hours).

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Exemptions from District-Adopted Graduation Requirements

A foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student who transfers into the district or between district schools any time after completing the second year of high school, or newcomer student who is in the third or fourth year of high school shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

The Superintendent or designee shall not require or request the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

If the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the student's educational rights holder may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

Additionally, a student with disabilities shall be eligible for an exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, if the student's individualized education program (IEP) provides for both of the following requirements: (Education Code 51225.31)

1. That the student is eligible to take the alternate assessment as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

The district's responsibility to provide a free appropriate public education shall not terminate when a student with a disability who is exempted from district- adopted graduation requirements participates in graduation activities unless the IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education Code 51225.31)

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

   Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

   In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

   Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

4. Are former members of the military, a resident of California, and received an honorable discharge, or, are current members of the military, a resident of California, and a resident of California when entering the military

   In determining whether to award a diploma under these circumstances, the Superintendent or designee shall evaluate classes completed in any high school, community college, or state college, grant credit toward graduation for military service and training received while in the military, and if satisfied that the person has completed the equivalent of the requirements for graduation from high school, grant the person a diploma of graduation.

5. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

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

AGENDA SECTION: CONSENT

AGENDA ITEM: UPDATED BOARD POLICY AND ADMINISTRATIVE REGULATION 5113.12 DISTRICT SCHOOL ATTENDANCE REVIEW BOARD

ATTACHMENTS: BOARD POLICY AND ADMINISTRATIVE REGULATION 5113.12 DISTRICT SCHOOL ATTENDANCE REVIEW BOARD

FUNDING SOURCE: N/A

DISCUSSION: Policy updated to include in the philosophical paragraph the recognition of the negative impact that poor school attendance can have on student learning and to clarify that the district's SARB is required to operate in accordance with specified Board Bylaws and state law, and the county office of education's SARB rules and regulations. Regulation updated to clarify that student attendance review board meetings which consider matters related to an individual student be held in closed session in accordance with Board Bylaw 9321 - Closed Session.

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.**
- [x] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Board Policy and Administrative Regulation 5113.12 District School Attendance Review Board.**

PROPOSED ACTION: **APPROVE**

Item #: 23

Policy 5113.12: District School Attendance Review Board

Status: DRAFT

Original Adopted Date: Pending

The Board of Education recognizes that poor school attendance and behavior problems negatively impact student learning and achievement and put students at greater risk of dropping out of school. The Superintendent or designee shall establish a comprehensive and integrated system for the early identification of attendance problems and shall implement strategies to encourage students' attendance. After other interventions have been exhausted, students with a pattern of unexcused absences may be referred to a school attendance review board (SARB), in accordance with applicable law, in order to receive intensive guidance and assistance.

The SARB shall maintain a continuing inventory of community resources, including alternative educational programs.

The Superintendent or designee shall collaborate with the SARB and appropriate community agencies, including, but not limited to, law enforcement agencies, child welfare agencies, and health services, to provide school-based and/or community-based interventions tailored to the specific needs of the student.

The Board shall appoint members to the district's SARB, who may include a parent/guardian, as well as representatives of various agencies including, but not limited to, school districts; the county probation department; the county welfare department; the County Superintendent of Schools; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

Each SARB shall, at least annually, consult with students who reflect the diversity of all the schools that are served by the SARB for the purpose of soliciting input that will assist SARB members in gaining a better understanding of, and proposing interventions for, student attendance and behavioral challenges. (Education Code 48321)

The district's SARB shall provide support to improve student attendance and behavior through proactive efforts focused on building positive school environments and improved school connectedness, early identification and immediate intervention to re-engage students with poor attendance or behavior, and intensive intervention with students and families to address severe or persistent attendance or behavior issues.

The district's SARB shall operate in accordance with Board Bylaw 9320 - Meetings and Notices, Board Bylaw 9321 - Closed Session, and Board Bylaw 9322 - Agenda/Meeting Materials; Education Code 48320-48325; applicable rules and regulations of the County Office of Education's SARB; and the Ralph M. Brown Act (open meeting requirements).

The SARB shall collect data and annually report outcomes on SARB referrals to the Board, Superintendent or designee, and County Superintendent. (Education Code 48273)

Regulation 5113.12: District School Attendance Review Board

Status: DRAFT

Original Adopted Date: Pending

Upon receiving a referral of a student with attendance and/or behavior problems, a designated member of the school attendance review board (SARB) shall review the case and may meet with school personnel to determine whether the school has provided sufficient information about the student's attendance record or behavior. If the referral is complete and is an appropriate matter for the SARB to consider, the SARB chairperson shall provide written notification to the student's parents/guardians stating the reasons a referral has been made, explaining the SARB process, advising whether additional information is needed, and describing school-level interventions that have previously been attempted.

The SARB shall meet with the student and the student's parents/guardians, give them an opportunity to present their understanding of the problem, and discuss the school and/or community resources appropriate for the student's circumstances.

In accordance with Board Bylaw 9321 - Closed Session, any SARB meeting to consider matters related to an individual student shall be held in closed session unless the parent/guardian requests, in writing, that the meeting be held in open session.

The SARB shall have access to relevant student records, but shall not provide access to others without written consent of the student's parent/guardian. (Education Code 49076)

For the limited purpose of making a proper disposition of the referral of a student, the SARB may issue subpoenas pursuant to Code of Civil Procedure 1985-1997, or may request the juvenile court to issue subpoenas to require the attendance of the student, parents/guardians or other person having control of the student, the school authority referring the student, or any other person who has pertinent or material information concerning the matter. The SARB shall not issue any subpoena that includes a request for production of written materials but may request a juvenile court to issue such subpoena for the production of written materials. (Education Code 48263, 48321.5)

The SARB shall issue written directives stating the responsibilities of all persons involved, detailed resource referrals, and follow-up dates for the school's reports on the student's progress. The written directives shall include an agreement that the student will attend school or improve classroom behavior as applicable, and shall be signed by the student, the student's parents/guardians, the SARB chairperson, and the Superintendent or designee.

When referred by the SARB, a student may be assigned to a community day school or a county community school. (Education Code 1981, 48662)

At any time it deems proper, the SARB may require the student or the student's parents/guardians to furnish satisfactory evidence of participation in any available community services that the student or parents/guardians have been directed to use. (Education Code 48263)

Based on progress reports submitted by the school, the SARB may terminate the agreement upon the successful completion of the terms of the agreement, extend the time for completion of the agreement, or schedule another meeting with the student and the student's parents/guardians.

If the student's attendance or behavior problems cannot be resolved by the SARB, or if the student and/or the student's parents/guardians continually and willfully fail to respond to SARB directives or the services provided, the student or parents/guardians shall be referred to the appropriate agency, including law enforcement agencies when necessary. (Education Code 48263, 48290-48291)

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATED BOARD POLICY AND ADMINISTRATIVE REGULATION 5113: ABSENCES AND EXCUSES**

ATTACHMENTS: **BOARD POLCY AND ADMINISTRATIVE REGULATION 5113: ABSENCES AND EXCUSES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval are Board Policy and Administrative Regulation 5113: Absences and Excuses. Board policy updated in conjunction with the accompanying Administrative Regulations as per guidance from the California School Board Association.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Board Policy and Administrative Regulation 5113 Absences and Excuses**

PROPOSED ACTION: **APPROVE**

Item #: 24

Policy 5113: Absences And Excuses

Status: DRAFT

Original Adopted Date: 09/19/2019 | **Last Revised Date:** Pending

The Board of Education believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

In accordance with law, Board policy, and administrative regulation, absence from school shall be excused only for health reasons, family emergencies, and justifiable personal reasons as specified in Education Code 48205, and work in the entertainment or allied industry as permitted pursuant to Education Code 48225.5.

When a student's absence from school is excused, the student's teacher shall determine identical or reasonably equivalent assignments and tests to those missed during the absence which the student shall be permitted to complete for full credit within a reasonable amount of time as determined by the teacher. (Education Code 48205, 48225.5)

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation. (Education Code 46014)

Because school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

Regulation 5113: Absences And Excuses

Status: DRAFT

Original Adopted Date: 08/09/2012 | **Last Revised Date:** Pending

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following purposes:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

3. Medical, dental, optometric, or chiropractic service or appointment (Education Code 48205)

4. Attendance at funeral services for or grieving the death of a member of the student's immediate family or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family (Education Code 48205)

   A student may be excused for this reason for up to five days for each incident. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Attendance or appearance in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   d. Attendance at religious retreats for no more than one school day each semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for

deployment or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen (Education Code 48205)

11. Participation in a cultural ceremony or event relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence (Education Code 48205)

    Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence each school year (Education Code 48205)

13. When a student's immediate family member or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family has died: (Education Code 48205)

    a. To access services from a victim services organization or agency

    b. To access grief support services

    c. To participate in safety planning or take other actions, including, but not limited to, temporary or permanent relocation, to increase the safety of the student, an immediate family member of the student, or a person determined by the student's parent/guardian to be in such close association with the student as to be considered immediate family

       Such absence shall be excused for not more than three days for each incident. (Education Code 48205)

14. For a student's participation in military entrance processing

15. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination (Education Code 46014)

    Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in Administrative Regulation 6112 - School Day, and is not excused from school for this purpose on more than four days each school month. (Education Code 46014)

16. For a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days, work in such industry (Education Code 48225.5)

    For this purpose, student absence shall be excused for a maximum of up to five absences each school year. (Education Code 48225.5)"

17. Participation with a nonprofit performing arts organization in a performance for a public-school audience (Education Code 48225.5)

    A student may be excused for up to five such absences each school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

18. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, sibling, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if aged 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

Any of the following methods may be used to verify student absences:

1. Written, digital, or audio message from parent/guardian or parent representative

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative

   The employee shall subsequently record the following:

   a. Name of student

   b. Name of parent/guardian or parent representative

   c. Name of verifying employee

   d. Date(s) of absence

   e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated

   The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification

    a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment

    b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences

Parent/Guardian and Student Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time (Education Code 48980)

    Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE ADMINISTRATVE REGULATION 5141: HEALTH CARE AND EMERGENCIES**

ATTACHMENTS: **ADMINISTRATIVE REGULATION 5141: HEALTH CARE AND EMERGENCIES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is Administrative Regulation 5141: Health Care and Emergencies. Regulation has been updated to make more current the language regarding consent for medical treatment when the parent/guardian cannot be reached by referring to "another person identified in the district's student information system" formerly.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve updated Administrative Regulation 5141 Health Care and Emergencies**

PROPOSED ACTION: **APPROVE**

Item #: 25

Regulation 5141: Health Care and Emergencies

Status: DRAFT

Original Adopted Date: 12/14/2006 | **Last Revised Date:** Pending

Emergency Contact Information

In order to facilitate contact in case of an emergency or accident, the principal or designee shall annually request that parents/guardians provide the following information:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and email address
4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

Notification/Consent for Medical Treatment

Whenever a student requires emergency or urgent medical treatment while at school or a district-sponsored activity, the principal or designee shall contact the parent/guardian or, if the parent/guardian cannot be reached, another person identified in the district's student information system as an emergency contact, in order to obtain consent for the medical treatment.

If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal or designee may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.

A person who has filed with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the district receives notice that the minor student is no longer living with the caregiver or if the Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit. (Family Code 6550)

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

Automated External Defibrillators

When an automated external defibrillator (AED) is placed in a district school, the Superintendent or designee shall notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired. (Health and Safety Code 1797.196, 1797.200)

The Superintendent or designee shall ensure that any AED placed at a district school is: (Health and Safety Code 1797.196)

1. Maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer

2. Tested at least biannually and after each use

3. Inspected at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED

Additionally, the Superintendent or designee shall comply with all laws and regulations governing the placement of an AED and maintain required records of the AED maintenance and testing. (Health and Safety Code 1797.196)

The Superintendent or Designee shall develop a written plan which describes the procedures to be followed in the event of a medical emergency, including an emergency that may involve the use of an AED. These procedures shall include, but not be limited to, requirements for immediate notification of the 911 emergency telephone number in the event of an emergency that may involve the use of an AED.

The principal of any district school with an AED shall annually provide information to school employees that describes: (Health and Safety Code 1797.196)

1. Sudden cardiac arrest

2. The school's emergency response plan

3. The proper use of an AED

Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. Additionally, school employees shall be notified annually of the location of all AED units on campus and be provided with information about who they can contact if they want to voluntarily take AED or cardiopulmonary resuscitation training. (Health and Safety Code 1797.196)

The Superintendent or designee shall annually offer a demonstration to at least one school staff member on how to use an AED properly in an emergency. The building owner may arrange for the demonstration or partner with a nonprofit organization to do so. (Health and Safety Code 1797.196)

The principal of any district school serving students in grades 6-12 that has an AED placed in the school shall annually notify students as to the location of all AEDs on campus. (Health and Safety

Code 1797.196)

Trauma Kits

Any district school with an occupancy of 200 or more that was constructed on or after January 1, 2023, or was constructed prior to January 1, 2023, and modified or renovated as specified, shall acquire and place at least six trauma kits on the premises of the building in an easily accessible and recognizable container. (Health and Safety Code 19310)

All trauma kits acquired and placed on the premises of a school building or structure shall be inspected every three years to ensure that all materials, supplies, and equipment contained in the trauma kit are not expired, and replace any expired or missing materials, supplies, and equipment as necessary. After a trauma kit is used, it shall be restocked and any materials, supplies, and equipment replaced as necessary to ensure that all materials, supplies, and equipment required to be contained in the trauma kit are contained in the trauma kit. (Health and Safety Code 19310)

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

AGENDA SECTION: **CURRICULUM AND INSTRUCTION**

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

ATTACHMENTS: **DISTRICT ADVISORY COMMITTEE AND DISTRICT ENGLISH LANGUAGE ADVISORY COMMITTEE MINUTES**

FUNDING SOURCE: **N/A**

DISCUSSION: The Assistant Superintendent of Educational Services will share the public release of California Assessment of Student Performance and Progress (CAASPP) data.

Also for review are the minutes from the District Advisory Committee (DAC) and the minutes from the District English Language Advisory Committee (DELAC) held during the 2024-2025 school year. The committees meet to provide input on district level programs and expenditures.

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

BOARD GOAL:

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

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

PROPOSED ACTION: **APPROVE**

Item #: 26

Cutler-Orosi Joint Unified School District
District Advisory Committee
February 5, 2025
3:30 PM

DAC: Members:	Site Representing:	In Attendance:
Emmylou Jeffreys	Palm Elementary	–
Jimmy Burciaga	Golden Valley Elementary	–
Cristal Bucio	Cutler Elementary	–
Javier Bobadilla	El Monte Middle School	–
Margarita Olivares	Orosi High School	X
Diana Portillo	Alternative Ed.	–

Others in attendance:
Leanne Cerda
Maribel Gallegos
Liliana Torres
Beatriz Carrate
Cecilia Andrade
Sunsie Tumacder
Veronica Raigoza

Call to order:
Mrs. Veronica Raigoza opened the meeting at 3:34 p.m. and welcomed committee members to today's meeting. Members present took a moment to introduce themselves and state the school site they are here representing, introductions went as follows: Leanne Cerda, Administrator of Early Childhood Education is here to answer any question they may have regarding preschools and transitional kindergarten. Beatriz Carrate, representing Golden Valley Elementary, Margarita Olivares, representing Orosi High School, and Cecilia Andrade also representing Orosi High School.

Review and Approve: Agenda and Minutes from previous meeting (November 6, 2024):
The first item on the agenda are the minutes from the meeting held on November 6th. Ms. Raigoza mentioned that as a committee they were trained on whe composition, roles and responsibilities of the District Advisory Committee (DAC). They nominated committee members for chairperson, vice chairperson and secretary. As a committee we also reviewed the District Wide Evaluation of Progress/Program Needs Assessment, which outlines how students are doing overall in ELA, Math and Science. As a committee we also reviewed the Uniform Complaint Procedures, procedures which outline compliance with federal and state law. Ms. Raigoza shared that Mrs. Tumacder was the person designated to receive any concern parents, students, staff

may have. Committee members also reviewed the Categorical budgets and discussed the various parent engagement opportunities offered at the various school sites. Ms. Raigoza asked committee members if they had any questions about the minutes just reviewed. Mrs. Olivares made a motion to approve the minutes.

School Demographic Data:
The next item on the agenda is the school demographics. She explained that these are reports which help us understand the kids we service here in Cutler-Orosi Joint Unified. Ms. Raigoza mentioned that for the 2024-2025 school year there were a total of 3,815 students enrolled in Cutler-Orosi of which 1,438 are English Learners and 3,630 who are socio-economically disadvantaged. Ms. Raigoza stated that Reclassification is when a student has demonstrated proficiency in speaking, reading and writing English. Mrs. Tumacder stated that there are 9% less students who are English learners. Ms. Raigoza also mentioned other languages in our district; Arabic, Filipino, Ilokano, Spanish and English.

Review: School Accountability Report Card (SARC):
The next item on the agenda are the 2023-2024 School Accountability Report Cards (SARCs). Ms. Raigoza mentioned that SARC reports are annual reports required by the State of California and are a reflection of the school year that ended. Ms. Raigoza site reports are available on the website and a copy of the SARCs is available upon request at no charge.

Review, Advise, and Approve: 2025-2026 Comprehensive Safe Schools Plan:
The next item on the agenda is the 2025-2026 Comprehensive Safe Schools Plan. Mrs. Tumacder stated that by law the district needs to have a plan in place in case of an emergency, she also mentioned that the plan is developed with the help of individuals such as Assistant Principals, Learning Directors, School Resource Officers, District Nurse as well as Directors at the district level who meet monthly to provide input for the development of the plan. Some components include a district wide data analysis, child abuse reporting, disaster procedures, emergency and disaster preparedness procedures, heat illness, mental health, parent notifications amongst other topics. Mrs. Tumacder also mentioned that school sites are performing drills periodically to prepare in case there is ever an emergency. Mrs. Tumacder also mentioned that lockdown drills must be informed to parents days in advance that a lockdown drill will be performed. Mrs. Tumacder asked committee members if they had any questions or concerns regarding the safety binder. Mrs. Olivares made a motion to approve the Comprehensive Safe Schools Plan.

Review: Uniform Complaint Procedures:
Mrs. Tumacder reviewed the Annual Notification of the Uniform Complaint Procedures (UCP). Mrs. Tumacder explained that parents have a right to voice their concerns and this UCP lists all federal and state law and regulations. She stressed that it is important to first communicate with

site administration to help resolve any issue happening at the school site prior to speaking to someone at the district level.

Review and Approve: Consolidated Application:
Mrs. Tumacder mentioned that the consolidated application is federal funding which are the Title funding discussed in our previous meeting, Title I, Title II, Title III-Immigrant, Title III-LEP. Mrs. Tumacder reviewed a few forms of the consolidated application with committee members. Title II, Part A. Title III Immigrant and Title III English Learner. Mrs. Tumacder asked committee members if there were any questions and if she could have a motion to approve the consolidated application. Mrs. Olivares gave the motion to approve the consolidated application.

Site report of activities and events:
Ms. Raigoza mentioned that COJUSD schools recently celebrated their 100 days of school and elementary schools celebrated kindness week. Future events were shared with committee members like Know Your Rights on February 12th, Future Cardinal Night at Orosi High School on February 18th.

Public comments:
Ms. Raigoza opened for public comments at 4:50 p.m. There were no public comments.

Adjourn:
Mrs. Olivares gave a motion to adjourn the meeting. Meeting was adjourned at 5:00 p.m.

Cutler-Orosi Joint Unified School District
District English Language Advisory Committee
February 5, 2025
3:30 PM

DELAC: Members:	Site Representing:	In Attendance:
Maria Reyes	Palm Elementary	–
Beatriz Carrate	Golden Valley Elementary	X
Maria Sanchez	Cutler Elementary	–
Liliana Torres	El Monte Middle School	X
Cecilia Andrade	Orosi High School	X
Maria Guzman	Alternative Ed.	–

Others in attendance:
Leanne Cerda
Maribel Gallegos
Margarita Olivares
Sunsie Tumacder
Veronica Raigoza

Call to order:
Mrs. Veronica Raigoza opened the meeting at 3:34 p.m. and welcomed committee members to today's meeting. Members present took a moment to introduce themselves and state the school site they are here representing, introductions went as follows: Leanne Cerda, Administrator of Early Childhood Education is here to answer any question they may have regarding preschools and transitional kindergarten. Beatriz Carrate, representing Golden Valley Elementary, Margarita Olivares, representing Orosi High School, and Cecilia Andrade also representing Orosi High School.

Review and Approve: Agenda and Minutes from previous meeting (November 6, 2024):
The first item on the agenda are the minutes from the meeting held on November 6th. Ms. Raigoza mentioned that as a committee they were trained on whe composition, roles and responsibilities of the District English Language Advisory Committee (DELAC). They nominated committee members for chairperson, vice chairperson and secretary. As a committee we also reviewed the District Wide Evaluation of Progress/Program Needs Assessment, which outlines how students are doing overall in ELA, Math and Science. As a committee we also reviewed the Uniform Complaint Procedures, procedures which outline compliance with federal and state law. Ms. Raigoza shared that Mrs. Tumacder was the person designated to receive any concern parents, students, staff may have. Committee members also reviewed the Categorical budgets and discussed the various parent engagement opportunities offered at the various school

sites. Ms. Raigoza asked committee members if they had any questions about the minutes just reviewed. Mrs. Andrade made a motion to approve the minutes seconded by Mrs. Carrate. All were in favor.

School Demographic Data:
The next item on the agenda is the school demographics. She explained that these are reports which help us understand the kids we service here in Cutler-Orosi Joint Unified. Ms. Raigoza mentioned that for the 2024-2025 school year there were a total of 3,815 students enrolled in Cutler-Orosi of which 1,438 are English Learners and 3,630 who are socio-economically disadvantaged. Ms. Raigoza stated that Reclassification is when a student has demonstrated proficiency in speaking, reading and writing English. Mrs. Tumacder stated that there are 9% less students who are English learners. Ms. Raigoza also mentioned other languages in our district; Arabic, Filipino, Ilokano, Spanish and English.

Review: School Accountability Report Card (SARC):
The next item on the agenda are the 2023-2024 School Accountability Report Cards (SARCs). Ms. Raigoza mentioned that SARC reports are annual reports required by the State of California and are a reflection of the school year that ended. Ms. Raigoza site reports are available on the website and a copy of the SARCs is available upon request at no charge.

Review, Advise, and Approve: 2025-2026 Comprehensive Safe Schools Plan:
The next item on the agenda is the 2025-2026 Comprehensive Safe Schools Plan. Mrs. Tumacder stated that by law the district needs to have a plan in place in case of an emergency, she also mentioned that the plan is developed with the help of individuals such as Assistant Principals, Learning Directors, School Resource Officers, District Nurse as well as Directors at the district level who meet monthly to provide input for the development of the plan. Some components include a district wide data analysis, child abuse reporting, disaster procedures, emergency and disaster preparedness procedures, heat illness, mental health, parent notifications amongst other topics. Mrs. Tumacder also mentioned that school sites are performing drills periodically to prepare in case there is ever an emergency. Mrs. Tumacder also mentioned that lockdown drills must be informed to parents days in advance that a lockdown drill will be performed. Mrs. Tumacder asked committee members if they had any questions or concerns regarding the safety binder. Mrs. Carrate made a motion to approve the Comprehensive Safe Schools Plan, seconded by Mrs. Torres. All were in favor.

Review: Uniform Complaint Procedures:
Mrs. Tumacder reviewed the Annual Notification of the Uniform Complaint Procedures (UCP). Mrs. Tumacder explained that parents have a right to voice their concerns and this UCP lists all federal and state law and regulations. She stressed that it is important to first communicate with

site administration to help resolve any issue happening at the school site prior to speaking to someone at the district level.

Review and Approve: Consolidated Application:
Mrs. Tumacder mentioned that the consolidated application is federal funding which are the Title funding discussed in our previous meeting, Title I, Title II, Title III-Immigrant, Title III-LEP. Mrs. Tumacder reviewed a few forms of the consolidated application with committee members. Title II, Part A. Title III Immigrant and Title III English Learner. Mrs. Tumacder asked committee members if there were any questions and if she could have a motion to approve the consolidated application. Mrs. Torres gave the motion to approve the consolidated application seconded by Mrs. Carrate. All were in favor.

Site report of activities and events:
Ms. Raigoza mentioned that COJUSD schools recently celebrated their 100 days of school and elementary schools celebrated kindness week. Future events were shared with committee members like Know Your Rights on February 12th, Future Cardinal Night at Orosi High School on February 18th.

Public comments:
Ms. Raigoza opened for public comments at 4:50 p.m. There were no public comments.

Adjourn:
Mrs. Carrate gave a motion to adjourn the meeting seconded by Mrs. Andrade. Meeting was adjourned at 5:00 p.m.

Cutler-Orosi Joint Unified School District
District Advisory Committee (DAC)
March 17, 2025
3:30 PM
ZOOM:
https://www.google.com/url?q=https://us02web.zoom.us/j/85457576709?pwd%3DFexDFY3uG5vl9tRahDluBydhiZXWug.1&sa=D&source=calendar&ust=1742310945939836&usg=AOvVaw3C94bxbHoAR85kXpS6pPC7
Meeting ID: 854 5757 6709
Passcode: 831685

DAC: Members:	Site Representing:	In Attendance:
Emmylou Jeffreys	Palm Elementary	X
Jimmy Burciaga	Golden Valley Elementary	Zoom
Cristal Bucio	Cutler Elementary	–
Javier Bobadilla	El Monte Middle School	X
Margarita Olivares	Orosi High School	–
Diana Portillo	Alternative Ed.	–

Others in attendance:
Sunsie Tumacder
Elisa Arellano
Damian Vidales

Call to Order:
Mrs. Tumacder opened the meeting at 3:35 p.m., and welcomed committee members to today's meeting. Mrs. Tumacder reviewed the items in today's agenda stating that as a committee we will be reviewing the updated categorical budgets, the district's parent involvement policy, family-school compact, and gathering input for the local control accountability plan.

Review and Approve: Agenda and Minutes from Previous DAC Meeting:
The first item on the agenda was the minutes from the previous DAC meeting held on February 5, 2025. Mrs. Tumacder mentioned that as a committee they reviewed the school demographic data reports that helps the committee understand the students served in Cutler-Orosi. The committee also reviewed the school accountability report cards (SARCs) annual reports required by the State of California. Mrs. Tumacder reminded them that these are available at no charge to them. The Comprehensive Safe Schools Plan, a plan which outlines the district's plan in case of an emergency, was reviewed followed by input from the committee. The Uniform Complaint procedures, which outline state and federal law and regulations, were reviewed. Mrs. Tumacder asked if there were any questions about the minutes just reviewed, no questions were asked. Mr. Javier Bobadilla gave the first motion to approve the minutes seconded by Mrs. Emmylou Jeffreys. All were in approval.

Review, Advise and Approve: 2024-2025 Updated Categorical Budgets:
The next item on the agenda were the updated categorical budgets. She mentioned that were recently updated as they CALPADS reports were certified in December. She reminded the

committee that funding is predicted based on student enrollment and the different groups students may be in. Enrollment numbers dropped from what was predicted so funding allocations will reflect new funding.

Title I:
Mrs. Tumacder mentioned that through Title I funding we are able to provide supplemental programs like Brainpop, Parenting Partners, and pay positions that provide direct services to students.. Mrs. Tumacder mentioned that the green sheets that have been provided will show how much funding is being spent in each of the funding categories.

Title V:
Title V funding is granted to rural and low income communities like Cutler-Orosi. Title V funding is used similarly to Title 1.

Title II:
Title II funding is a source of federal funds that is used to support the quality of teachers. Mrs. Tumacder explained that Title II funds are used to provide professional development to teachers and school leaders.

Lottery:
Mrs. Tumacder mentioned that funding is given by the state through the lottery sales.

Title III-Immigrant:
Mrs. Tumacder mentioned that Title III-Immigrant funds are strictly used to support students who are newly arrived 3 years or less. $16, 241 is allocated and funding is used to purchase books for immigrant students.

Title III-LEP:
Are federal funds that help English Learners improve their English language skills and academic achievement. Funding helps pay for instructional aides who work supporting students who are learning the language. $205, 144 is allocated to Title III-LEP.

Mrs. Tumacder asked committee members if they had any questions about the budgets just reviewed. There were no questions. Mrs. Emmylou Jeffreys gave the first motion to approve the categorical budgets seconded by Mr. Javier Bobadilla. All were in favor.

Review, Advise and Approve: LEA Parent Involvement Policy:
The next item on the agenda was the Parent Involvement Policy. Mrs. Tumacder mentioned that this has been developed with parent input and outlines parent involvement opportunities throughout the district. Mrs. Tumacder emphasized that the district offers training and workshops to help build parent capacity. Mrs. Tumacder mentioned that some of the training being offered throughout the district include, Digital literacy, Parent Institute for Quality Education (PIQE) and Parenting Partners. Mrs. Tumacder asked for input on the programs that are being offered to parents and asked about offerings through PIQE. Mrs. Tumacder asked if there were any questions or suggestions, a committee member stated that she has noticed a need for social

emotional awareness at the various sites. She believes students are having a problem with sportsmanship. There were no other suggestions or questions. Mr. Javier Bobadilla gave the first motion to approve the LEAs Parent Involvement Policy seconded by Mrs. Emmylou Jeffreys. All were in approval.

Review and Advise: Family-School Compact:
The next item on the agenda is the Family-School Compact which identifies the role administrators, teachers, family and students have to ensure a quality education for students. Mrs. Tumacder reviewed responsibilities with committee members. Mrs. Tumacder asked committee members if they had any suggestions or questions about the compact. No questions were asked.

Review, Advise and Approve: Local Control Accountability Plan (LCAP):
Mrs. Tumacder reminded the members of the committee that they have been elected by their peers to be a part of the PAC, which provides input on the development of the LCAP. Mrs. Tumacder reviewed the plan with committee members mentioning that in Goal 1- Academic Excellence; we are able to hire additional campus security, an additional assistant principal at El Monte, bilingual instructional aides, custodians, and additional psychologists. Through goal 1 the district was also able to purchase PBIS materials and supplies and funds additional books for the library. Through goal 3-Innovative Systems, the district is able to provide adequate facilities like the sports park and enhance technology for students and staff. Mrs. Tumacder mentioned that their input is valuable and encouraged them to provide feedback in the development of the plan. Feedback was collected from the committee which included hiring an behavior instructional technical at each elementary site. An input survey was also provided to the committee. Mr. Bobadilla gave the first motion to approve the LCAP plan seconded by Mrs. Jeffreys. All were in approval.

Site Report of Activities and Events:
Mrs. Tumacder shared that all elementary schools held trimester awards. On March 5th, administrators from Cutler-Orosi were able to participate in the School Safety Symposium and two COJUSD students shared their school safety perspective. Students from El Monte Middle School also visited UC Merced.

Public Comments:
Mrs. Tumacder opened for public comments at 4:14 p.m. There were no public comments.

Adjourn:
Mr. Bobadilla gave a motion to close the meeting seconded by Mrs. Jeffrey's. Meeting was adjourned at 4:16 p.m.

Cutler-Orosi Joint Unified School District
District English Language Advisory Committee (DELAC)
March 17, 2025
3:30 PM
ZOOM:
https://www.google.com/url?q=https://us02web.zoom.us/j/85457576709?pwd%3DFexDFY3uG5vl9tRahDluBvdhiZXWug.1&sa=D&source=calendar&ust=1742310945939836&usg=AOvVaw3C94bxbHoAR85kXpS6pPC7
Meeting ID: 854 5757 6709
Passcode: 831685

DELAC: Members:	Site Representing:	In Attendance:
Maria Reyes	Palm Elementary	X
Beatriz Carrate	Golden Valley Elementary	X
Maria Sanchez	Cutler Elementary	–
Liliana Torres	El Monte Middle School	–
Cecilia Andrade	Orosi High School	–
Maria Guzman	Alternative Ed.	–

Others in attendance:
Veronica Raigoza

Call to Order:
Mrs. Raigoza opened the meeting at 3:35 p.m., and welcomed committee members to today's meeting. Mrs. Raigoza reviewed the items in today's agenda stating that as a committee we will be reviewing the updated categorical budgets, the district's parent involvement policy, family-school compact, and the local control accountability plan.

Review and Approve: Agenda and Minutes from Previous DELAC Meeting:
The first item on the agenda are the minutes from the meeting held on February 5th. Mrs. Raigoza mentioned that as a committee they reviewed the school demographic data, reports that help us understand the students we serve in Cutler-Orosi. We also reviewed the school accountability report cards (SARCs) annual reports required by the State of California. Mrs. Raigoza reminded them that these are available at no charge to them. As a committee we also reviewed the Comprehensive Safe Schools Plan, a plan which outlines the district's plan in case of an emergency. Uniform complaint procedures which outline state and federal law and regulations. Mrs. Raigoza stressed the importance of following the chain of command when reporting. Mrs. Raigoza asked if there were any questions about the minutes just reviewed, no questions were asked. Mrs. Maria Reyes gave the first motion to approve the minutes seconded by Mrs. Beatriz Carrate. All were in approval.

Review, Advise and Approve: 2024-2025 Updated Categorical Budgets:
Mrs. Raigoza mentioned that the next item on the agenda are the updated categorical budgets. She mentioned that we are reviewing them due to funding changes, as they may recall funding is predicted based on student enrollment. Enrollment numbers dropped from what was predicted so funding allocations will reflect new funding.

Title I:
Mrs. Raigoza mentioned that through Title I funding we are able to supplement programs, and pay for programs like Brainpop, Parenting Partners, and pay positions like the person who oversees our Categorical Budgets Mrs. Erika Guardado. Mrs. Raigoza mentioned that the green sheets that have been provided will show how much funding is being spent in each of the funding categories.

Title V:
Title V funding is granted to rural and low income communities like Cutler-Orosi. Title V funding is used towards summer school.

ESSA CSI:
Is funding that is only given to Lovell High School because of its low graduation rate. Mrs. Raigoza explained that there is no more money left in CSI.

Title II:
Title II funding is a source of federal funds that is used to support the quality of teachers. Mrs. Raigoza explained that Title II funds are used to provide professional development to teachers and school leaders. With Title II funds we are able to part fund the Assistant Superintendent of Educational Services who oversees curriculum and instruction district wide.

Lottery:
Mrs. Raigoza mentioned that funding is given by the state through the lottery sales.

Title III-Immigrant:
Mrs. Raigoza mentioned that Title III-Immigrant funds are strictly used to support students who are newly arrived 3 years or less. $16, 241 is allocated and funding is used to purchase books for immigrant students.

Title III-LEP:
Are federal funds that help English Learners improve their English language skills and academic achievement. Funding helps pay for instructional aides who work supporting students who are learning the language. $205, 144 is allocated to Title III-LEP.

Mrs. Raigoza asked committee members if they had any questions about the budgets just reviewed. There were no questions. Mrs. Beatriz Carrate gave the first motion to approve the categorical budgets seconded by Mrs. Maria Reyes. All were in favor.

Review, Advise and Approve: LEA Parent Involvement Policy:
Mrs. Raigoza mentioned that the next item is the Districts Parent Involvement Policy. Mrs. Raigoza mentioned that this has been developed with parent input and outlines parent involvement opportunities district wide. Mrs. Raigoza stressed that the district offers training and workshops to help build parent capacity. Mrs. Raigoza mentioned that some of the training being offered throughout the district include, Digital literacy, Parent Institute for Quality Education

(PIQE) and Parenting Partners. Mrs. Raigoza mentioned that we will be moving away from Parenting Partners because enrollment has been diminishing and more interest is shown in PIQE attendance. Mrs. Raigoza mentioned that $25,00 is used to provide education to parents to build capacity. Mrs. Raigoza asked if there were any questions or suggestions, a committee member stated that she has noticed a need for social emotional awareness at the various sites. She believes students are having a problem with sportsmanship. There were no other suggestions or questions. Mrs. Reyes gave the first motion to approve the LEAs Parent Involvement Policy seconded by Mrs. Carrate. All were in approval.

Review and Advise: Family-School Compact:
The next item on the agenda is the Family-School Compact which identifies the Administrators, Teachers, Family and Students responsibilities to ensure a quality education for students. Mrs. Raigoza reviewed a few of the responsibilities with committee members. Mrs. Raigoza asked committee members if they had any suggestions or questions about the compact. No questions were asked.

Review, Advise and Approve: Local Control Accountability Plan (LCAP):
Mrs. Raigoza mentioned that they are a big part in the development of the LCAP plan as they are a part of the PAC committee. Mrs. Raigoza reviewed the plan with committee members mentioning that in Goal 1- Academic Excellence; we are able to hire additional campus security, an additional assistant principal at El Monte, Bilingual Instructional Aides, Custodians, and additional psychologists, through goal 1 we are able to purchase PBIS incentives, additional books for the library. Goal 3-Innovative Systems; we are able to enhance adequate facilities like the sports park and pool. Mrs. Raigoza mentioned that their input is valuable and encouraged them to provide feedback in the development of the plan, she also mentioned that we want to hear from them and want to provide all that students need to be successful. Mrs. Reyes gave the first motion to approve the LCAP plan seconded by Mrs. Carrate. All were in approval.

Site Report of Activities and Events:
Mrs. Raigoza mentioned that all elementary schools have held trimester awards. On March 5th administration from Cutler-Orosi were able to participate in the School Safety Symposium where two COJUSD students shared their school safety perspective through a student lens. Students from El Monte Middle School also visited UC Merced.

Public Comments:
Mrs. Raigoza opened for public comments at 4:23 p.m. There were no public comments.

Adjourn:
Mrs. Carrate gave a motion to close the meeting seconded by Mrs. Reyes. Meeting was adjourned at 4:25 p.m.

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

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **APPROVE PROPOSED EARLY GRADUATE**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION: Oskar Flores, Milagros Ontiveros Mendoza, and Brandon Mederos are seeking Board approval for early graduation from the Alternative Education site. The students have met all graduation credit requirements, completed or on track to complete the required community service hours, scheduled the Student Exit Interview and Portfolio presentation, and will meet a Career Indicator at the approaching status.

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

BOARD GOAL:

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

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

PROPOSED ACTION: **APPROVE**

Item #: 27

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
November 13, 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 furniture disposal verification letter for the Orosi High School library.

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

Furniture Disposal Record for OHS Library

1. Verification of No Continued Federal Use

I confirm that the item(s) listed below are no longer needed for the grant or any other federally funded project.

Confirmed by: Erin Wandler

Title: IAL Grant Coordinator

Date: 10/30/25

2. Condition and Value Documentation

- Condition: Broken and non-functional.

- Fair Market Value: $0.

- Supporting Evidence: Photos taken and filed for recordkeeping.

3. Disposal Details

Disposal Method: ☐ Sent to surplus ☐ Recycled XBulk trash pickup ☐ Donated for scrap/reuse

Disposal Date: 10/31/25

No proceeds received; federal share does not apply.

4. Item Information

Description of Item(s)	Original Purchase Date	Original Cost	Condition	Disposal Method	Disposal Date
1 faux leather sofa in black and red	08/08/23	625.54	Broken and unusable	Bulk trash pickup	10/31/25
2 faux leather loveseats in black and red	08/08/23	519.57	Broken and unusable	Bulk trash pickup	10/31/25

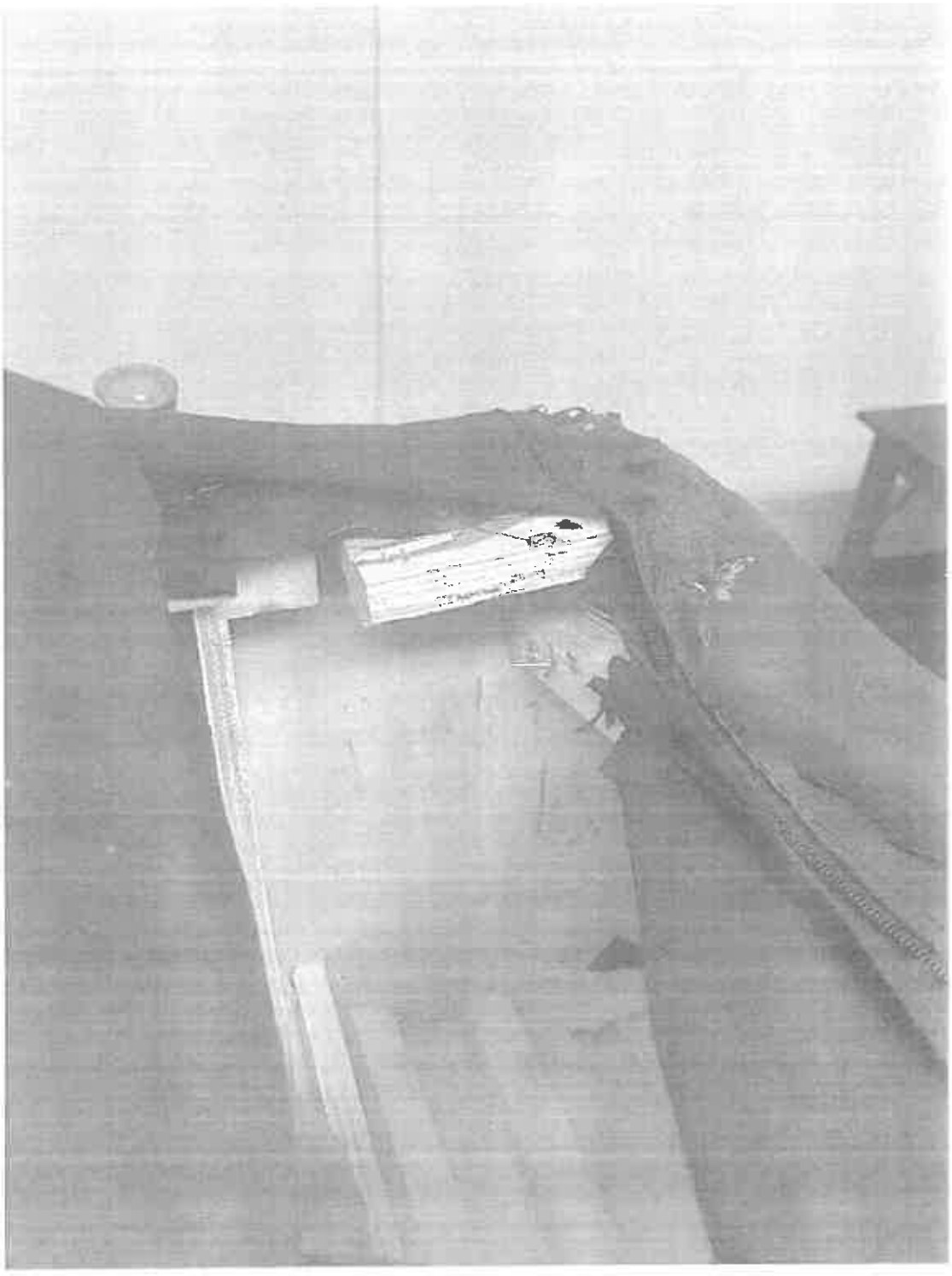
Authorized By:

Name: [signature]

Title: [signature]

Date: 10-31-25

Photos Attached: X Yes ☐ No







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

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **APPROVE NEW COURSE: AUTO BODY AND PAINT 1**

ATTACHMENTS: **COURSE OUTLINE**

FUNDING SOURCE: **N/A**

DISCUSSION: The Director of College & Career requests Board approval of a new course titled Auto Body and Paint 1, via the district partnership with Valley ROP to commence a new Career Pathway in automobile structural repair and finishing. This course is an additional opportunity for students who have a career interest in autobody, paint and collision repair. This course will be a double block with shared seating among several high schools in the Valley ROP Partnership. Auto Body and Paint 1 is intended to begin in Spring 2026 and will be offered in the Fall Term yearly, effective 2026-2027 at Reedley Community College. No additional transportation expenses are expected as there is an existing route to the city of Reedley.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the new course Auto Body and Paint 1.**

PROPOSED ACTION: **APPROVE**

Item #: 29

Valley ROP Course

COURSE TITLE:	**Auto Body and Paint 1**
CTE SECTOR:	Transportation
CTE PATHWAY:	Structural Repair and Refinishing
CALPADS:	# 8521 – Concentrator
LOCATION:	Regional Course – Reedley
WBL:	90
HOURS:	180
HS CREDITS:	10
PREREQUISITES:	None
RECOMMENDED:	Welding, Construction, Automotive Tech, Fabrication, Etc.
DUAL ENROLLMENT:	**NONE AT THIS TIME**
DATE CREATED:	March, 2025
GRADE LEVELS:	11th and 12th grade Students
ARTICULATION:	None

COURSE DESCRIPTION:

The **Auto Body and Paint 1** intermediate course builds upon foundational skills in auto body repair and refinishing, providing students with hands-on training using industry-standard tools and equipment while reinforcing essential safety practices. Students will learn to properly and safely use a variety of hand and power tools specific to the auto collision repair industry, ensuring precision and efficiency in vehicle restoration. They will develop skills in sanding, masking, plastic panel repair, and rust removal to prepare vehicles for refinishing.

The course introduces the fundamentals of spray painting, including spray gun operation, paint application techniques, and the final paint rub-out and restoration process to achieve professional-quality finishes. Additionally, students will gain an understanding of frame alignment and structural repair, learning to measure and realign vehicle frames to factory specifications in accordance with industry standards. This course emphasizes industry best practices, quality craftsmanship, and attention to detail, preparing students for advanced training or entry-level opportunities in the automotive collision repair field.

COURSE OBJECTIVES:

1. **Demonstrate Proper Tool Use and Safety** – Students will learn to correctly and safely operate hand and power tools specific to automotive collision repair, ensuring adherence to industry safety standards.

2. **Develop Surface Preparation Skills** – Students will gain hands-on experience in sanding, masking, plastic panel repair, and rust removal to properly prepare vehicles for refinishing.

3. **Apply Fundamental Spray Painting Techniques** – Students will demonstrate proficiency in spray gun operation, paint application, blending, and final rub-out procedures to achieve a high-quality finish.

4. **Perform Frame Alignment and Structural Repair** – Students will learn measurement and realignment techniques to restore damaged vehicle frames to factory specifications in compliance with industry standards.

5. **Demonstrate Industry-Standard Refinishing Processes** – Students will apply professional refinishing techniques, including surface correction, paint restoration, and detailing, to ensure a polished and durable finish.

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

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **APPROVE NEW COURSE: AUTO BODY AND PAINT 2**

ATTACHMENTS: **COURSE OUTLINE**

FUNDING SOURCE: **N/A**

DISCUSSION: The Director of College & Career requests Board approval of a new course titled Auto Body and Paint 2, via the district partnership with Valley ROP to commence a new Career Pathway in structural repair and finishing. This course is an additional opportunity for students who have a career interest in autobody, paint and collision repair. This course will be a double block with shared seating among several high schools in the Valley ROP Partnership at Reedley College. Effective 2026-2027 and beyond, this career pathway will be Auto Body and Paint 1 for the Fall Term and Auto Body and Paint 2 for the Spring Term. No additional transportation expenses are expected as there is an existing route to the city of Reedley.

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

RECOMMENDATION: **The Superintendent recommends the Board approve the new course Auto Body and Paint 2.**

PROPOSED ACTION: **APPROVE**

Item #: 30

Valley ROP Course

COURSE TITLE:	**Auto Body and Paint 2**
CTE SECTOR:	Transportation
CTE PATHWAY:	Structural Repair and Refinishing
CALPADS:	#8522 – Capstone
LOCATION:	Regional Course – Reedley
WBL:	90 Hours (Including Internships, Job Shadows, and Industry Tours)
HOURS:	180
HS CREDITS:	10
PREREQUISITES:	Successful completion of **Automotive Collision Repair and Paint 1**
RECOMMENDED:	Welding, Construction, Automotive Tech, Fabrication
DUAL ENROLLMENT:	Pending Articulation Agreement with Community College
GRADE LEVELS:	11th and 12th Grade Students
ARTICULATION:	Potential articulation with local community colleges for credits in Auto Body Technology

COURSE DESCRIPTION:

The **Auto Body and Paint 2** course expands upon foundational knowledge and skills, introducing students to **advanced refinishing techniques, structural analysis, computerized frame straightening, and custom paint applications.** This hands-on course integrates **real-world collision repair experiences** with industry-standard procedures, preparing students for careers in the **automotive body repair industry** or further education in technical training programs.

Students will work with **computerized diagnostic and measuring systems** to assess frame damage and alignment, gaining proficiency in **frame pulling, MIG welding for structural repairs, and panel replacement techniques.** The course introduces **specialized refinishing processes, including tri-coat finishes, airbrushing, and color matching using computerized paint-mixing technology.**

Additionally, students will engage in **Work-Based Learning (WBL) experiences**, including **shop internships, industry site visits, and guest speakers from the automotive repair sector.**

COURSE OBJECTIVES:

1. **Advanced Structural and Frame Repair** – Diagnose and assess frame damage using laser measuring and computerized frame alignment systems; perform frame pulling and sectioning techniques using frame-straightening equipment; apply MIG welding techniques for panel replacement and structural repairs.
2. **Precision Refinishing Techniques** – Execute high-end refinishing techniques, including tri-coat, candy coat, and airbrush detailing; utilize computerized paint-mixing systems for color matching and blending refinishing applications; master advanced spray gun calibration and application for professional-quality finishes.
3. **Advanced Surface Preparation & Panel Replacement** – Replace and align damaged panels to factory specifications; repair fiberglass, aluminum, and composite panels; perform plastic welding for bumper and trim restoration.
4. **Perform Frame Alignment and Structural Repair** – Students will learn measurement and realignment techniques to restore damaged vehicle frames to factory specifications in compliance with industry standards.
5. **Work-Based Learning & Career Development** – Participate in internships, shop tours, and mentorship opportunities with industry professionals; engage in mock interviews, résumé-building, and soft skills training for employment readiness; collaborate with local auto body shops and collision centers for real-world repair projects.

INDUSTRY CERTIFICATIONS & PARTNERSHIPS

- SP2 Automotive Safety & Pollution Prevention Certification
- OSHA 10-Hour General Industry Safety Certification

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

AGENDA SECTION: **ADMINISTRATIVE/ ORGANIZATIONAL**

AGENDA ITEM: **SET THE DATE FOR 2025 ANNUAL ORGANIZATIONAL MEETING**

ATTACHMENTS: **NOTIFICATION OF 2025 ANNUAL ORGANIZATIONAL MEETING**

FUNDING SOURCE: **N/A**

DISCUSSION:
At your regular November board meeting, the governing board must set the date for its annual organizational meeting, to be held between Monday, December 1, 2025 and Saturday, December 20, 2025. This is a non-election year, so the organizational meeting must occur no later than December 20. December 15th is deadline to review and adopt (certify) the district First Interim Report. Therefore the district is requesting the Annual Organizational Meeting be held on December 15th to comply with both deadlines.

At the organizational meeting, the board will:

- Election of board officers for 2026
- Adoption of the regular meeting schedule for 2026
- Complete necessary forms (organizational forms will follow separately)

Pursuant to Education Code § 35143, written notice of the meeting's date and time must be sent to the county superintendent of schools and all board members at least 15 days in advance of 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 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 date for the 2025 Annual Organizational Meeting.**

PROPOSED ACTION: **APPROVE**

Item #: 31

NOTIFICATION OF ANNUAL ORGANIZATIONAL MEETING

To: (1) Tulare County Superintendent of Schools, Attention: Vanessa Cantu

(2) Governing Board Members and Members-Elect of this District

Subject: **NOTIFICATION OF DATE AND TIME OF THE ANNUAL ORGANIZATIONAL MEETING** [Education Code §35143]

At a regular meeting of the governing board held on November 13, 2025, this board determined that the annual organizational meeting will take place as follows:

Annual Organizational Meeting of the Cutler-Orosi Joint Unified School District

Date: December 15, 2025

Time: 5:30 ☐a.m. ☒p.m.

Location: *(Include location/site name, room # and complete address below)*

Cutler-Orosi Joint Unified School District – Board Room

12623 Avenue 416

Orosi CA 96347

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 23, 2025

To: District Superintendents

From: Tim A. Hire, Tulare County Superintendent of Schools TAH

Subject: **SETTING THE DATE FOR THE ANNUAL ORGANIZATIONAL MEETING BETWEEN DECEMBER 1 AND DECEMBER 20, 2025** [Ed. Code §35143]

At your regular November board meeting, your governing board must set the date for its annual organizational meeting, to be held between Monday, December 1, 2025 and Saturday, December 20, 2025. This is a non-election year, so the organizational meeting must occur no later than December 20. When scheduling, please consider the December 15th deadline to review and adopt (certify) your First Interim Report. A calendar is enclosed to assist you in scheduling your Annual Organizational Meeting.

At the organizational meeting, the board will:

- Election of board officers for 2026
- Adoption of the regular meeting schedule for 2026
- Complete necessary forms (*organizational forms will follow separately*)

Pursuant to Education Code § 35143, written notice of the meeting's date and time must be sent to the county superintendent of schools and all board members at least 15 days in advance of the meeting. The enclosed form is provided for your convenience in meeting this requirement. **Please complete and return the form to my office (Attn: Vanessa Cantu) immediately following your November board meeting.** You may also use the form to notify your board members.

TAH/vc

Enclosures: Calendar
Notification of Annual Organizational Meeting

Here's what this looks like on the calendar:

	This is the period in which you must hold your annual organizational meeting.
	This is the deadline for your board to review and adopt (certify) the 1st Interim Report.

December 2022 – Regular Election Year

SUN	MON	TUES	WED	THURS	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15 1st Interim	16	17
18	19	20	21	22	23	24

December 2023 – No Regular Election

SUN	MON	TUES	WED	THURS	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 1st Interim	16
17	18	19	20	21	22	23

December 2024 – Regular Election Year *You may have to hold 2 meetings this year to meet the 1st Interim deadline and the organizational meeting timeline. If you plan for only one meeting for December 2024, then Dec. 13, 2024 would be the only day available to meet both requirements.

SUN	MON	TUES	WED	THURS	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15 1st Interim	16	17	18	19	20	21
22	23	24	25	26	27	28

December 2025 – No Regular Election

SUN	MON	TUES	WED	THURS	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 1st Interim	16	17	18	19	20
21	22	23	24	25	26	27

December 2026 – Regular Election Year *You may have to hold 2 meetings this year to meet the 1st Interim deadline and the organizational meeting timeline. If you plan for only one meeting for December 2026, then Dec. 11, 2026 or Dec. 14, 2026 would be the only days available to meet both requirements.

SUN	MON	TUES	WED	THURS	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15 1st Interim	16	17	18	19
20	21	22	23	24	25	26

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **AMENDED 2025-2026 DISTRICT CALENDAR**

ATTACHMENTS: **2025-2026 DISTRICT CALENDAR**

FUNDING SOURCE: **N/A**

DISCUSSION:
December 15th is the deadline to review and adopt (certify) the district First Interim Report. Therefore, the district requested the Annual Organizational Meeting be held on December 15th to meet this deadline. The original calendar date was December 11th therefore the district has updated the calendar to reflect the change.

The calendar is also updated to reflect a change in the January board meeting date. The January board meeting date is being changed to January 8th to maintain the regular board meeting pattern on the second Thursday of the month.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the 2025-2026 District Calendar.**

PROPOSED ACTION: **APPROVE**

Item #: 32

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT CALENDAR SCHOOL YEAR 2025-2026

"Educating Minds, Inspiring Futures"

July 2025

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

August 2025 (14)

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

September 2025 (21)

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

October 2025 (22)

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

EMMS Report Card Night: 14 OHS Report Card Night: 15
Alt. Ed. Report Card Night: 16

November 2025 (14)

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5S	6	7	8
9	10		12S	13P+	14P	15
16	17P^	18P	19S	20P	21*	22
23						29
30	Elementary Parent/Teacher Conferences: 13-14, 17-18, 20 Minimum Day Grades TK-12: 21					

December 2025 (15)

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

OHS Finals Minimum Days: 16, 18-19 OHS Finals: 17
Minimum Day Grades TK-12: 19

January 2026 (14)

Su	Mo	Tu	We	Th	Fr	Sa
						3
4						10
11	12	13	14S	15	16	17
18		20	21S	22	23	24
25	26^	27#	28S	29	30	31

February 2026 (18)

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

March 2026 (20)

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

Elementary Parent/Teacher Conferences: 9-10, 12-13
EMMS Report Card Night: 24 OHS Report Card Night: 25
Alt. Ed. Report Card Night: 26 Minimum Day Grades TK-12: 27

April 2026 (18)

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

May 2026 (20)

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

June 2026 (4)

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

OHS Finals Minimum Days: 1-4
Minimum Day Grades TK-12: 4

Legend

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

District Holidays
July 4 - Independence Day
September 1 - Labor Day
November 11 - Veteran's Day
November 27-28 - Thanksgiving
December 24 - Christmas Eve
December 25 - Christmas Day
December 31 - New Year's Eve
January 1 - New Year's Day
January 19 - Martin Luther King Day
February 9 - Lincoln's Birthday Observed
February 16 - President's Day
April 3 – Good Friday
May 25 - Memorial Day
June 19 – Juneteenth

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

Dates to Remember
First Day of School – Aug. 12

TK-5 Parent/Teacher Conferences – *Nov 13-14, 17-18, 20*
Mar. 9-10, 12-13

EMMS Report Card Nights – Oct. 14, March 24
OHS Report Card Nights – Oct. 15, March 25
Alt. Ed Report Card Nights – Oct.16, March 26

Alt. Ed Graduation – June 2
El Monte 8th Grade Promotion – June 3
OHS Graduation – June 4

TK-5 Trimesters
Tri 1: Aug.12 – Oct. 31
Tri 2: Nov. 3 – Feb. 27
Tri 3: March 2 – June 4

6-12 Semesters
S1/Q1: Aug. 12 – Oct. 10
S1/Q2: Oct. 13 – Dec. 19
S2/Q3: Jan. 12 – March 20
S2/Q4: March 23 – June 4

Test Dates
OHS Fall Finals: Dec 16 -19
OHS Spring Finals: June 1- 4

ELPAC Window: Feb 2 – March 27
CAASPP Window: March 2 – May 29

STUDENT DAYS
180

TEACHER DAYS
185

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

Summer School Begins:
TK-5: June 10 – July 10
6-8: June 8 – July 10
9-12: June 8 – July 3

Board Approved 1/16/2025

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
November 13, 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
Rajneet Sihota	Quant Reasoning	Orosi High 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 #:33

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF ADDITIONAL HOURS TO TWO (2) FOOD SERVICE WORKER II POSITIONS**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **FOOD SERVICE FUNDS**

DISCUSSION:

The district requests Board approval to increase the hours of one (1) Food Service Worker II position from 3.5 hours to 4 hours per day at El Monte Middle School and one (1) Food Service Worker II position from 3.5 hours to 4 hours per day at Orosi High School.

With the installation of the new fridge/freezer, El Monte Middle School requires additional support to complete daily food service tasks. Orosi High School also requires additional support due to the preparation of scratch-cooked menu items now being served. The additional hours will be funded through food service funds.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the additional hours.**

PROPOSED ACTION: **APPROVE**

Item #: 34

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

AGENDA SECTION:	**ADMINISTRATIVE / ORGANIZATIONAL**
AGENDA ITEM:	**CURRENT EXPENSE OF EDUCATION WAIVER FOR 2024-25 EXPENDITURES**
ATTACHMENTS:	**APPLICATION FOR EXEMPTION CEA WAIVER FOR 2024-25**
FUNDING SOURCE:	**N/A**

DISCUSSION:
EC 41372 requires that districts expend minimum percentages during the fiscal year on salaries of classroom teachers and classroom instructional aides as defined in EC 41011. The percentage is calculated by the total classroom compensation divided by the total general fund expenditures. This percentage has been unchanged for many years despite growing expenses for things such as technology, textbooks, utilities, after school interventions and wrap around services. These additional growing expenses lower the percentage for current cost of education expended in the classroom. This has been compounded by the influx of one-time funds the district has received. Districts being unable to meet the percentage has been a growing trend for several years now and this waiver has become a common practice. 2024-25 is the first year the District has needed to apply for the waiver.

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 Application for Exemption CEA Waiver 2024-25.**

PROPOSED ACTION: **APPROVE**

Item #:35

Application for Exemption from Required Expenditures for Classroom Teachers Salaries

Pursuant to Education Code Section 41372

District	Cutler-Orosi Joint Unified School District	
District CDS#	54-71860	
Fiscal Year	2024-25	
District Contact Name/Phone Number	Faith Coleman	559-528-4763

TO: Tim Hire, Tulare County Superintendent of Schools

For the above fiscal year, our school district did not spend the minimum percentage of its general fund costs on classroom teachers salaries as required by Education Code Section 41372. We are requesting an exemption from this requirement as provided for by law.

Meeting this requirement would result in the following (Check one):

_____ Serious hardship to the school district
(Complete Section II of this form)

X Payment of classroom teacher salaries that are in excess of those paid by other comparable districts.
(Complete Section III of this form)

SECTION I - Deficiency Amount

1. Enter the Mimimum Percentage for your district Type *(60% Elementary/ 50% High School/ 55% Unified)*	55.00%
2. Enter the percentage spent by your district (Form CEA line 14)	53.55%
3. Percentage below the minimum (Line 1 minus Line 2)	1.45%
4. Enter the district's current expense of education (Form CEA Line EDP 369)	$62,479,312
5. Deficiency Amount (Line 3 times Line 4)	**$905,950**

SECTION II - Serious Hardship

	Prior Year Actuals	Current Year Budget	Next Year Projected Budget
Unrestricted General Fund Balance Increase (Decrease) *Form 01 Line E - Col A*			
Minimum Reserve Requirement - Form 01CS			
Unrestricted Reserves Available - Form 01CS			
Unrestricted Reserves in Excess of Requirement	0.00	0.00	0.00
Years Remaining at Deficit Spending level	#DIV/0!	#DIV/0!	#DIV/0!

Unrestricted Net Position from Latest Audit Report

The district should attach any comments or documentation that support the position that effecting the penalty provisions of Education Code Section 41372 would result in Serious Financial Hardship to the district.

SECTION III - Salaries of Comparable Districts	Amounts	Dollar Difference	Percentage Difference
Applicant District - Annual Costs			
Teacher Salaries - Beginning	$63,159		
Teacher Salaries - Average	$93,500		
Teacher Salaries - Maximum	$120,753		
Average Employer Teacher Costs for Health &Welfare	$15,666		
Comparable District #1			
Alpaugh Unified			
Teacher Salaries - Beginning	$61,261	$1,898	3.01%
Teacher Salaries - Average	$78,385	$15,115	16.17%
Teacher Salaries - Maximum	$103,350	$17,403	14.41%
Average Employer Teacher Costs for Health &Welfare	$18,615	-$2,949	-18.82%
Comparable District #2			
Exeter Unified			
Teacher Salaries - Beginning	$65,887	-$2,728	-4.32%
Teacher Salaries - Average	$91,565	$1,935	2.07%
Teacher Salaries - Maximum	$118,377	$2,376	1.97%
Average Employer Teacher Costs for Health &Welfare	$16,080	-$414	-2.64%
Comparable District #3			
Woodlake Unified			
Teacher Salaries - Beginning	$61,328	$1,831	2.90%
Teacher Salaries - Average	$97,689	-$4,189	-4.48%
Teacher Salaries - Maximum	$119,062	$1,691	1.40%
Average Employer Teacher Costs for Health &Welfare	$17,590	-$1,924	-12.28%

The district should attach any comments or documentation that support the position that district teacher salaries and benefits are in excess of those paid by other comparable districts.

CERTIFICATION

To be signed by a representative of the District Governing Board

After public consideration of the information contained in this form, the governing board, at its meeting on November 13, 2025, the governing board authorized the filing of this application and certifies that the information contained in the Application is true and correct.

Signature

11/13/2025
Date

Cutler-Orosi Joint Unified School District

REVIEW BY COUNTY OFFICE OF EDUCATION

Education Code Section 41372 - ".... Upon receipt of this application, the county superintendent of schools shall grant the district exemption for any amount that is less than one thousand dollars ($1,000). If the amount is one thousand dollars ($1,000) or greater, the county superintendent of schools may grant an exemption from the requirements for the fiscal year on account of which the application is made. If the exemption is granted by the county superintendent of schools, the designated moneys shall be immediately available for expenditure by the school district governing board. If no application for exemption is made or exemption is denied, the county superintendent of schools shall order the designated amount or amount not exempted to be added to the amounts to be expended for salaries of classroom teachers during the next fiscal year. ...."

To: District Governing Board President
District Superintendent

The Tulare County Office of Education received the forgoing application. The application and information provided by the district has been reviewed and the following determination has been made. Please note, this determination is being made in advance of the completion of your prior fiscal year audit. Our office will notify you if our decision will change as a result of findings included in the completed audit.

[ ] The district application for exemption has been approved and no amount will be restricted under the provisions of Education Code Section 41372.

[ ] The district application for exemption has been denied. The amount of $ _____ will be withheld from district apportionments from the State School Fund after April 15 and deposited in the county treasury to the credit of the school district, but shall be unavailable for expenditure. The county superintendent of schools shall order the amounts to be added to the amounts to be expended for salaries of classroom teachers during the next fiscal year.

[ ] The district application for exemption has been partially approved. The amount of $ _____ will be withheld from district apportionments from the State School Fund after April 15 and deposited in the county treasury to the credit of the school district, but shall be unavailable for expenditure. The county superintendent of schools shall order the amounts to be added to the amounts to be expended for salaries of classroom teachers during the next fiscal year.

Sincerely,

_____ _____

Signature of County Superintendent (or designee) Date

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF CHANGE ORDER FOR CALIFORNIA COMMERCIAL POOLS**

ATTACHMENTS: **CHANGE ORDER REQUEST**

FUNDING SOURCE: **GENERAL**

DISCUSSION:

At the October 9, 2025 Board meeting, the Board approved Change Order #1 to the California Commercial Pools contract in the amount of $12,442 for pool cleaning and rust removal at the Orosi High School Aquatic Complex. After further review, it was determined that the total cost of the work performed by Aquatec Construction under California Commercial Pools was $15,800, to be shared equally among four parties—California Commercial Pools, Rainscape, Alta Fencing, and the District—each responsible for $3,950. California Commercial Pools has already absorbed its portion through a $3,950 deduction, and the remaining three-quarters were billed to the District. This item is being brought back to the Board to correct the previously approved amount and accurately reflect the cost-sharing arrangement.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the change order.**

PROPOSED ACTION: **APPROVE**

Item #: 36

2255 East Auto Centre Dr.
Glendora, CA 91740
phone (909) 394-1280
fax (909) 394-1630

CALIFORNIA commercial pools

Change Order Request

JOB NAME: Orosi HS Pool **DATE:** 9/29/2025

LOCATION: **Project #**

DESCRIPTION: Pressure washed and acid washed stains in the Activity Pool
Removed all Rust stains in competition pool underwater
4 man crew / 2 Divers

C.C.P.'S # 23039

CHANGE ORDER #

1	LABORER	0	M.H.@	$75.86	PER HR.	$0.00
	IRON WORKER	0	M.H.@	$92.25	PER HR.	$0.00
	OPERATOR	0	M.H.@	$99.33	PER HR.	$0.00
	CEMENT MASON	0	M.H.@	$78.23	PER HR.	$0.00
	PLUMBER	0	M.H.@	$99.40	PER HR.	$0.00
	CARPENTER	0	M.H.@	$82.08	PER HR.	$0.00
	PROJECT MGR. & TECH.	0	M.H.@	$120.00	PER HR.	$0.00
2	**SUBTOTAL OF LABOR HOURS COST**					$0.00
3	LIABILITY AND PROPERTY INSURANCE @	2.00%	OF LINE #2			$0.00
4	MATERIAL					$0.00
5	SALES TAX	7.75%	OF LINE # 4			$0.00
6	**SUBTOTAL OF MATERIAL COST**					$0.00
7	**SUBTOTAL OF EQUIPMENT COST**					$0.00
9	SHIPPING EXPENSE					
8	EQUPMENT EXPENDABLE	10.00%				$0.00
10	**SUBTOTAL OF LABOR, MATERIAL & EQUIPMENT**					$0.00
11	**SUBTOTAL OF SUBCONTRACTOR COST**					$11,850.00
12	SUBCONTRACTOR'S LABOR & MATERIAL MARGIN @	0.00%	OF LINE 11			$0.00
13	MATERIAL MARGIN	10.00%	OF LINE 10			$0.00
14	**SUBTOTAL OF LABOR,MATERIAL, EQUIPMENT, OVERHEAD, & PROFIT**					$11,850.00
15	BOND PREMIUM INCLUDED ABOVE	0%				$0.00
16	SUBCONTRACTS & EQUIPMENT RENTAL MARGIN	0.00%				$0.00
					TOTAL	**$11,850**

CALIFORNIA commercial pools

Reference	Qty.	Unit	Description	Equipment	Extended	Material	Extended	Man Hours	Extended
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
							$0.00		
					$0.00				
					$0.00		**$0.00**		**0.0**

Subcontractor Work

Reference	Qty.	Unit	Description			Quote	Extended
			Aquatec Construction			$15,800	$ 15,800.00
			Deduct for CCP Portion 25% of cost				$ (3,950.00)
TOTAL:					**$0.00**		**$11,850.00**

AQUATEC



CONSTRUCTION INC.
C-53 LIC # 1097358
922 Fountain Springs Lane
GLENDORA, CA. 91741

Invoice # 7706 Sept. 23 , 2025

To; California Commercial Pools Inc.
Job Address: Orosi High School
41885 Road 132
Orosi , Ca. 93647

Pressured Washed and Acid Washed Stains in Training Pool
Removed all Rust Stains in Competition Pool Underwater
4 Man Crew / 2 Divers

Total Due $ 15,800.00

If any question please call (951) 538-6247

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF DEDUCTIVE CHANGE ORDER FOR ALTA FENCING COMPANY**

ATTACHMENTS: **CHANGE ORDER REQUEST**

FUNDING SOURCE: **GENERAL**

DISCUSSION:

At the October 9, 2025 Board meeting, the Board approved Change Order #1 to the California Commercial Pools contract for pool cleaning and rust removal at the Orosi High School Aquatic Complex. Subsequent review confirmed that the total cost of the work performed by Aquatec Construction under California Commercial Pools was $15,800, to be shared equally among California Commercial Pools, Rainscape, Alta Fencing, and the District, with each responsible for $3,950. To reconcile this cost-sharing arrangement and accurately reflect the reduction to Alta Fencing's contract, a deductive Change Order in the amount of $3,950 is now being presented. This credit represents Alta Fencing's one-fourth share of the previously approved work and results in no additional fiscal impact to the District.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the change order.**

PROPOSED ACTION: **APPROVE**

Item #: 37

Alta Fencing Company

PO Box 41180
Bakersfield, CA 93384
661-340-0976 ~ altafencing1@gmail.com
CSLB # 1006583 PWC DIR reg # 1000029038

Proposed Change Order

September 30, 2025

To: Cutler-Orosi Joint Unified School District
Re: Orosi HS Aquatic Facility

AFC PCO #002

Credit for 1/4 portion of the additional charge from California Commercial Pools to clean rust and dirt stains from the pool plaster

Credit: $3,950.00

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF DEDUCTIVE CHANGE ORDER FOR ANAYA CONSTRUCTION**

ATTACHMENTS: **CHANGE ORDER REQUEST**

FUNDING SOURCE: **GENERAL**

DISCUSSION:

At the October 9, 2025 Board meeting, the Board approved Change Order #2 to the California Commercial Pools contract in the amount of $40,341 for the cleaning, cutting, and re-caulking of approximately 5,390 linear feet of expansion joints at the Orosi High School Aquatic Complex. This work was originally included in the scope of Anaya Construction but was completed by California Commercial Pools in order to maintain project schedule and ensure continuity of work within the pool area. To reconcile this change and accurately reflect the transfer of scope between contractors, a deductive Change Order in the amount of $40,341 is now being presented for Anaya Construction. This adjustment represents a credit back to the District for work not performed by Anaya Construction and results in no additional cost to the District, as the amount is offset by the previously approved change order to California Commercial Pools.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the change order.**

PROPOSED ACTION: **APPROVE**

Item #: 38

Anaya Construction

P.O. Box 1260 Ripon, CA 95366
CA License # 746627
DIR # 1000007522
Phone: 209-605-4395

Proposal

Proposal Date: 10/28/2025
Proposal #: 2025-066
Project: Aquatics Complex

Bill To

Cutler Orosi Joint Unified School Dist.
12623 Avenue 416
Orosi, CA 93647

Description	Rate	Total
Aquatics Complex 511281 Concrete work for OHS Aquatic Complex project	941,900.00	941,900.00
~~ CHANGE ORDER ~~~~~ August 29, 2025 > Increased from $752,500.00 to $941,900.00. (+$189,400.00) ~~~~~~~~~~~~~~~~~~~~~~~~~		
~~ CHANGE ORDER Request No. 2 ~~~~~ October 28, 2025 Total change to estimate -$40,341.00 ~~~~~~~~~~~~~~~~~~~~~~~~~		
Deductive change order credit to the District for work performed by California Commercial Pools that was originally in Anaya's scope but not performed by Anaya	-40,341.00	-40,341.00
	Total	$901,559.00

Approved signature: _____

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF DEDUCTIVE CHANGE ORDER FOR RAINSCAPE**

ATTACHMENTS: **CHANGE ORDER REQUEST**

FUNDING SOURCE: **GENERAL**

DISCUSSION:

At the October 9, 2025 Board meeting, the Board approved Change Order #1 to the California Commercial Pools contract for pool cleaning and rust removal at the Orosi High School Aquatic Complex. Subsequent review confirmed that the total cost of the work performed by Aquatec Construction under California Commercial Pools was $15,800, to be shared equally among California Commercial Pools, Rainscape, Alta Fencing, and the District, with each responsible for $3,950. The attached deductive Change Order Request from Rainscape provides a credit of $3,950 back to the District to reconcile their portion of the shared cost. This adjustment represents Rainscape's one-fourth share of the previously approved work and results in no additional fiscal impact to the District.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the change order.**

PROPOSED ACTION: **APPROVE**

Item #: 39

Rainscape LANDSCAPE AND IRRIGATION SPECIALISTS

1222 N ROSEBURG CT- VISALIA CA 93291 PH 559-651-2333 FAX 559-651-2630
CELL # 559-679-1012, E- MAIL Thegreenteam@rainscapeco.com

CONTRACTORS LICENSE #318642 DIR Registration# 1000002273

CHANGE ORDER REQUEST

TO: Orosi Unified School Dist

ATTENTION: ESTIMATOR/ Raffi

FAX NUMBER: E ADDRESS

FROM: JIM M. COOPER

DATE: 11-1-25

JOB: Orosi Aquatic Complex

COMMENTS: Credit for our share of the pool repair

SOLUTION: Repaired by others

COST: $3,950.00

Please advise

Jim

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

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF CAREER TECHNICAL EDUCATION PLANS FOR CTEFP GRANT APPLICATIONS**

ATTACHMENTS: **CTE PLANS**

FUNDING SOURCE: **N/A**

DISCUSSION:

As part of the Career Technical Education Facilities Program grant process, the District must submit a Career Technical Education Plan for each proposed project. These plans describe program goals, facilities needs, labor market alignment, and student outcomes for each pathway. The four Career Technical Education Plans presented for approval correspond to the District's grant applications in:

1. Agriculture and Natural Resources
2. Health Science and Medical Technology
3. Engineering Design
4. Engineering Technology

Approval of these plans will allow the District to complete and submit all required documents for the Career Technical Education Facilities Program.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the CTE Plans.**

PROPOSED ACTION: **APPROVE**

Item #: 40

Part 1: Career Technical Education Plan

A: Labor Market Demand and Similar CTE Programs in Area: California accounts for the largest percentage of U.S. agricultural employment, with more than 275,000 jobs and nearly 28% of the nation's ag workers. In 2024, the state's ranches and farms earned $60 billion for their output. Indispensable to the state's ag-driven economy is the Central Valley, the leading agriculture-producing region in the world. The California Community College Chancellor's Office's Doing What Matters for Jobs and Economy initiative designates Agriculture as a Priority Sector in Central California, and Tulare County is currently the second largest agriculture-producing county in the U.S., with a total gross production value of approximately $6.4 billion. The Tulare County agriculture industry employs a larger workforce than employers in any other sector, with farm employment accounting for nearly a quarter of all Tulare County jobs.

As highlighted in the Milken Institute study *Local Harvest: Developing the Central Valley Workforce for California's Future Agriculture*, there is a growing need for employees with mid- and high-level skills in order for Central Valley agribusinesses to remain competitive. Further, as noted in *Local Harvest*, "Agriculture is becoming more technologically sophisticated and complex, driving greater demand for skilled labor. Most processes at these companies [agribusinesses] are technologically advanced, requiring workers with more education and higher skill levels than most in the region possess." A survey of ag sector job openings parallel these assessments and found that 84% of job postings require an associate degree or technical certificate, and 16% require a bachelor's degree. The Centers of Excellence LMI Central Valley Report highlights that the ag sector has a workforce supply gap of 14%, including occupations such as Ag Equipment Operators and Farm Equipment Mechanics. The Centers of Excellent Report projects 7,711 ag sector openings and documents steady growth in Central Valley demand for Farm Equipment Mechanics and Technicians. According to EDD's 2022–2032 Tulare County projections, Industrial Machinery Mechanics is among the fastest-growing occupations, with an estimated 800 new jobs and a 25% growth rate. In addition, there are more than 250 annual openings for Horticulture & Biological Technicians, with Ag Technicians accounting for up to 57% of job postings. However, Tulare County colleges confer an average of only 16 awards per year related to these careers. Table 1 outlines the target occupations expected to see the greatest number of new jobs and/or highest growth in Tulare County, highlighting the importance of COJUSD's Academy of Sustainable Agriculture (AOSA) in advancing students along an educational pathway leading to these high-demand careers in agriculture.

Table 1: EDD Occupational Projections for Target Occupations (2022–2032)

Occupations	Jobs	Growth	Med. Hr. Wage
Agricultural Equipment Operators	1,670	12.1%	$17.65
Industrial Machinery Mechanics	800	25%	$31.43
Food Science Technicians	490	16.7%	$24.78
Welders, Cutters, Solderers, and Brazers	470	4.4%	$22.98
Farm Equipment Mechanics & Service Techs	420	11.9%	$24.80
Electrical and Electronic Equipment Mechanics	380	8.6%	$35.22
Pest Control Workers	280	31.3%	$18.32
Agricultural Technicians	120	12.5%	$20.60

Given the importance of agriculture to Tulare County and the entire Central Valley, the majority of school districts across the region offer ANR pathways. The OHS Academy of Sustainable Agriculture and CTEFP project will directly support and enhance a regional collaborative focused on meeting Tulare County agribusiness workforce needs: the Tulare/Kings College and Career Collaborative (TKCCC). This county-wide partnership is led by Tulare County Office of Education (TCOE) and includes other Tulare County high school ag academies similar to that of Orosi High, including academies at Dinuba High School (6 miles away), Visalia TEC (19 miles away), and Porterville High School (45 miles away). Through TKCCC, the Orosi High AOSA collaborates closely with these ag academies to (1) engage students and families in ag leadership development and career exploration events; (2) leverage regional ag industry partnerships; (3) engage in professional learning series; and (4) share best practices, resources, and strategies proven to prepare ANR students to successfully transition to ag-related postsecondary programs of study and careers. As detailed in Part 1.B, the proposed CTEFP project will significantly enhance the quality of OHS's AOSA pathways at every level, enabling OHS to not only better prepare AOSA students for postsecondary agriculture degree programs and careers but also host TKCCC collaborations designed to strengthen the regional educational pipeline required to meet Tulare County's agribusiness workforce demands.

B. Proposed CTE Plan and Rationale: This CTEFP project will address Orosi High School's significant need for new AOSA facilities and major equipment needs. OHS's AOSA facility is more than 50 years old and does not have the capacity to effectively serve the number of students interested in pursuing high-skill, high-growth ag careers. The majority of existing AOSA spaces are small traditional classrooms that can only house up to 25 students and do not accommodate AOSA student career-aligned PBL training, especially Ag Mechanics welding activities. These factors directly impact both the number of students who can enroll in AOSA courses and students' ability to gain the practice required to master industry-aligned tasks. Further, OHS must transport AOSA students to off-campus facilities to ensure they gain the technical knowledge and hands-on skills required to advance towards postsecondary ag programs and careers. As detailed in Part 5, the CTEFP project will address all of these needs by constructing a new AOSA Welding Shop, large outdoor collaborative learning space, and an AOSA classroom. All major equipment requests (see Form B) either replace outdated equipment that no longer aligns with industry standards or provides AOSA students with new hands-on learning on equipment currently used in target careers in agriculture.

C. Accessibility to CTE Program: "Equity and Access" is one of the OHS Academy of Sustainable Agriculture's seven Key Objectives, and the AOSA has established policies, strategies, and programs to ensure *all* students have equitable access to pursue the AOSA pathway of their choice, equitable opportunities to participate in all pathway activities, and individualized support required to complete their pathway of choice and successfully transition to ag-related postsecondary programs. These efforts include (1) conducting strategic marketing/outreach that targets students from groups historically underrepresented in AOSA pathways and ag careers, employing strategies such as featuring underrepresented students (e.g., women in Ag Mechanics) and recruiting professionals in nontraditional fields to lead student recruitment activities; (2) engaging with students, parents, families, and community partners in multiple languages to

ensure all students are encouraged to pursue CTE opportunities of interest; (3) ensuring master schedules are designed to allow all students (including those with an IEP) to access their preferred CTE course sequence; (4) providing opportunities for CTE teachers to collaborate with staff serving special populations (e.g., middle/high school counselors, SPED staff, ELD staff) to ensure all support staff members are aware of OHS CTE opportunities, encourage participation among all students, and collaboratively design CTE programs of study that integrate student supports; and (5) frequently analyzing CTE enrollment, retention, and completion data by subgroup to identify and address equity gaps and adjust strategies as needed to ensure equitable pathway access and success. The above efforts have demonstrated success in ensuring the percentage of OHS students from each subgroup who enroll in and successful complete an AOSA pathway closely matches OHS's overall student demographics.

D. Professional Development, High-Quality CTE, and Certifications: The Academy of Sustainable Agriculture will leverage its existing partnerships with TKCCC, Valley ROP, postsecondary institutions, and regional ag industry to provide all AOSA teachers with initial and ongoing training related to the use and integration of the new facility and equipment within their curriculum. This will include (1) trainings, demonstration lessons, and collaborative professional development in the new AOSA facility led by TCOE, Valley ROP, and faculty from Reedley College; (2) on-site workshops led by industry partners such as California Livestock Services, Bakke Ag Services, and Tulare County farmers and ranchers to demonstrate the effective use new ag facilities and the industry-aligned operation and application of new ag equipment; (3) AOSA teacher externships in the facilities regional agribusinesses to observe ag professional use of similar facilities and equipment; (4) AOSA teacher collaborative planning and curriculum redesign in partnership with TKCCC members to fully integrate new facilities and equipment within AOSA programs of study; and (5) AOSA teacher visits to facilities of TKCCC partnering high schools to observe distinguished ANR classrooms and labs, including ANR teacher use of similar ag facilities and equipment.

The OHS Academy of Sustainable Agriculture employs a school-within-a-school model and combines a 9–12 sequence of CTE and ROP courses aligned to ANR Model Curriculum Standards with ag-themed core academic courses designed specifically for AOSA students. AOSA students select between two 9–12 pathways. The Plant & Soil Science pathway provides a four-CTE course sequence: Ag Science I (dual enrolled) > Ag Biology > Plant Science I (DE) > Plant Science II. The Ag Mechanics pathway provides a three-CTE course sequence: Ag Mech I (DE) > Ag Mech II (DE) > Ag Mech III. Both sequences enable AOSA students to earn six college credits through dual enrollment in partnership with Reedley College. Over the past five years, OHS has continuously strengthen AOSA programs of study, including project-based learning, work-based learning experiences, student leadership development, certification opportunities, dual enrollment expansion, and ag professional engagement. In addition to its partnerships with TKCCC, the AOSA collaborates closely with the Tulare County WIB and Reedley College to continually refine AOSA programs of study to ensure alignment to ag-related degree programs and regional careers in agriculture.

Orosi High's AOSA provides all students with the opportunity to earn OSHA Safety Certification, Egg Handler Certification, and Food Handler Certification. However,

industry and postsecondary partners on the AOSA Advisory Board have recommended that the Ag Mechanics pathway provide students with more industry-recognized certifications, specifically American Welding Society (AWS) Certified Welder (CW) Certification. As part of the proposed CTEFP project, OHS will construct the facility and procure the equipment required to provide Ag Mechanics students with the opportunity to master the knowledge and skills required to secure a CW Certification, which is highly valued by Central Valley postsecondary institutions and professionals. As detailed in Part 4.A, the number of AOSA students who secure the above certifications will be a key outcome measure by which the quality of the AOSA pathways is assessed.

Part 1: Career Technical Education Plan

A: Labor Market Demand and Similar CTE Programs in Area: Tulare County is designated by the California Office of Statewide Health Planning & Development as a "Health Professional Shortage Area" and "Medically Underserved Population," and regional and statewide reports project that Tulare County will face an even greater need for healthcare professionals over the next decade. According to the Health Workforce Initiative's *Health Occupations in California Report*, key issues impacting the need for an increased health sector workforce supply include the aging hospital workforce and projected retirements, an aging population, and population growth. Further, as several studies have highlighted, including the National Rural Health Association's policy brief "Health Care Workforce Distribution and Shortage Issues in Rural America," rural and socioeconomically disadvantaged areas such as Tulare County struggle to recruit and retain healthcare professionals. The California Board of Registered Nursing projects ongoing shortages, including RNs, physicians, and allied health professionals. A recent survey by the California Health Care Foundation on healthcare experiences in the Central Valley revealed that hundreds of thousands of residents continue to struggle with accessing healthcare. Half of the respondents stated that their community does not have enough healthcare providers, and 23% reported a recent hospital closure in their area. Further, 86% of those surveyed expressed an urgent need to increase the number of healthcare providers, while 82% emphasized the importance of reducing wait times for individuals trying to access care. Central Valley residents are also less likely to have a regular healthcare provider, with 78% reporting access to a consistent doctor or provider, compared to 85% in the rest of California.

The CCCCO identifies Health as a Central Valley priority sector, noting that the healthcare industry is "a seemingly recession-resistant field for job seekers to enter and retain employment." The Central Valley/Mother Lode SWP Plan identifies health as one of the region's top three priority sectors. EDD projections for 2022–2032 (Table 1) highlight the need for Tulare County healthcare workers. Home Health & Personal Care Aides are projected to have the second-highest number of job openings in the county, with an estimated 14,760 positions and a projected growth rate of 36.4%. Healthcare Support Occupations are expected to generate 20,500 total job openings over the next decade. As detailed in Table 1, the majority of these jobs are for high-wage, high-skill positions, and Orosi High School's (OHS) Academy of Health Sciences (AOHS) prepares student with the health-specific knowledge and technical skills required to enter postsecondary pathways leading to these Tulare County health careers.

Table 1: Tulare County EDD Labor Market Information for Target Occupations

Occupations	Jobs	Growth	Med. Hr. Wage
Home Health and Personal Care Aides	14,760	36.4%	$15.98
Health Technologists and Technicians	2,760	11.4%	$22.82
Nursing Assistants	1,970	11.5%	$20.85
Registered Nurses	1,960	12.0%	$61.62
Medical Assistants	1,570	28.9%	$21.13
Licensed Practical/Licensed Vocational Nurses	740	12.7%	$31.71
Physician Assistants	300	50.0%	$82.07
Nurse Practitioners	270	56.5%	$73.06

The OHS Academy of Health Sciences and proposed CTEFP project will directly support and enhance a regional collaborative focused on meeting Tulare County healthcare workforce needs: the Tulare/Kings College and Career Collaborative (TKCCC). This county-wide partnership is led by Tulare County Office of Education (TCOE) and includes other Tulare County high school HLT academies similar to that of Orosi High, including HLT academies at Dinuba High School (6 miles away), Mt. Whitney High School (16 miles away), and Tulare Western High School (27 miles away). Through TKCCC, the Orosi High AOHS collaborates closely with these Health Science Academies to (1) leverage regional health industry partnerships through participation in TKCCC Health Industry Sector Summits; (2) engage in professional learning series; and (3) share best practices, resources, and strategies proven to prepare HLT students to successfully transition to health-related postsecondary programs of study and careers. As detailed in Part 1.B, the proposed CTEFP project will significantly enhance the quality of OHS's AOHS pathways at every level, enabling OHS to not only better prepare AOHS students for health degree programs and careers but also host TKCCC collaborations designed to strengthen the regional educational pipeline required to meet pressing Tulare County healthcare workforce demands.

B. Proposed CTE Plan and Rationale: COJUSD's CTEFP project will address Orosi High School's significant need for a new AOHS facility and major equipment needs. OHS's AOHS is currently divided across two different facilities that are more than 50 years old and do not have the capacity to effectively serve the number of students interested in pursuing health careers. For example, the Patient Care pathway's double-blocked capstone course (Nursing Assistant) can only enroll 15 students, and hands-on student learning is highly limited within spaces that do not align with industry. These factors directly impact both the number of students who can enroll in AOHS courses and students' ability to gain the practice required to master core healthcare tasks. Further, while the AOHS offers high-quality National Academy Foundation (NAF) Distinguish HLT pathways, OHS must transport students to off-campus facilities to ensure they gain the technical knowledge and hands-on skills required to advance towards postsecondary health programs and careers. As detailed in Part 5, the CTEFP project will address all of these needs by providing OHS with a new building that will house two AOHS classrooms, an AOHS health simulation lab, and a collaborative AOHS workroom. All major equipment requests (see Form B) either replace outdated equipment that no longer aligns with industry standards or provides AOHS students with new hands-on learning on equipment currently used in target health careers.

C. Accessibility to CTE: "Equity and Access" is one of the AOHS's seven stated Key Objectives, and the AOHS has established a number of policies and strategies to ensure *all* OHS students have equitable access to pursue the AOHS pathway of their choice, equitable opportunities to participate in all pathway activities, and individualized support required to complete their pathway and transition to health-related programs in higher education. These efforts include (1) conducting strategic outreach that targets students from groups underrepresented in HLT pathways and health careers, employing strategies such as featuring underrepresented students and recruiting professionals in nontraditional fields to lead student recruitment activities; (2) engaging with students, parents, families, and community partners in multiple languages to ensure all students are encouraged to pursue CTE opportunities of interest; (3) leveraging regional

partnerships (e.g., TKCCC, UCSF, Reedley College, Valley ROP, SWP partnerships, K16 Collaborative) to promote HLT pathways to students and families; (4) ensuring master schedules are designed to allow all students (including those with an IEP) to access their preferred CTE course sequence; (5) providing opportunities for CTE teachers to collaborate with staff serving special student populations (e.g., middle/high school counselors, SPED staff, ELD staff) to ensure all support staff are aware of OHS CTE opportunities, encourage participation among all students, and collaboratively design CTE programs of study that integrate student supports; and (6) frequently analyzing CTE enrollment, retention, and completion data by subgroup to identify and address equity gaps and adjust strategies as needed to ensure equitable pathway access and success. The above efforts have demonstrated success in ensuring the percentage of OHS students from each subgroup who enroll in and successful complete an AOHS pathway closely matches OHS's overall student demographics.

D. Professional Development, High-Quality CTE, and Certifications: The OHS Academy of Health Sciences will leverage its existing partnerships with TKCCC, NAF, Valley ROP, postsecondary institutions, and healthcare industry to provide all AOHS teachers with initial and ongoing professional development related to the use and integration of the new facility and equipment within their curriculum. This will include (1) trainings, demonstration lessons, and collaborative PD in the new AOHS facility led by NAF; TKCCC; TCOE; Valley ROP; and faculty from Reedley College, UCSF, and Cal Poly; (2) on-site workshops led by Kaweah Health Care and Valley Health Team health professionals to demonstrate the effective use new health facilities and the industry-aligned operation and application of new health equipment; (3) AOHS teacher externships in Kaweah Health Care and Valley Health Team facilities to observe health professional use of similar facilities and equipment; (4) AOHS teacher collaborative planning and curriculum redesign in partnership with TKCCC members to integrate new facilities and equipment within AOHS programs of study; and (5) AOHS teacher visits to facilities of TKCCC partnering high schools to observe distinguished HLT classrooms and labs, including HLT teacher use of similar health facilities and equipment.

The OHS Academy of Health Sciences is recognized as a NAF Distinguished Program. The AOHS employs a school-within-a-school model and combines a 9–12 sequence of CTE, NAF, and ROP courses aligned to HLT Model Curriculum Standards with health-themed core academic courses designed specifically for AOHS students. AOHS students select between two 9–12 pathways. The Public and Community Health pathway provides a sequence of four Project Lead The Way (PTLW) courses: Principles of Biomedical Science > Human Body Systems > Medical Interventions > Biomedical Innovations. The Patient Care pathway's sequence prepares student to obtain Nursing Assistant Certification (CNA) and provides the following sequence: Medical Health Careers > Medical Terminology/EMT > Nursing Assistant. Over the past five years, OHS has continuously strengthen AOHS programs of study, including project-based learning, work-based learning experiences, student leadership development, certification opportunities, dual enrollment expansion, and health professional engagement. In addition to its partnerships with NAF and TKCCC, the AOHS collaborates closely with the Tulare County WIB and postsecondary partners Reedley College, UCSF, and Cal Poly to continually refine AOHS programs of study to ensure alignment to health-related degree programs and regional health careers.

Orosi High's AOHS provides all students with the opportunity to earn a number of industry-recognized certifications, including First Aid/CPR, HIPPA Compliance, NAF Track, Health Career Skills, and Nursing Assistant certifications. Not only are these certifications highly valued in the Tulare County healthcare industry, but several are required for AOHS students to complete work-based learning experiences in the health facilities of AOHS industry partners. During the 2024–25 school year, all AOHS students passed HIPPA and First Aid/CPR certification exams; all AOHS seniors secured NAF Track certification; and 97% of Nursing Assistant students (28 of 29) passed the Certified Nursing Assistant (CNA) exam.

Part 1: Career Technical Education Plan

A: Labor Market Demand and Similar CTE Programs in Area: Tulare County and the Central Valley continue to demonstrate strong demand for engineering professionals across a range of disciplines. This demand is driven by sustained growth in regional sectors such as resource management, infrastructure development (including traffic and transportation engineering), industrial expansion, and the renewable energy industry. Recent job postings and industry data from sources such as the U.S. Bureau of Labor Statistics (BLS), Tulare County's Resource Management Agency, the City of Tulare, and local engineering firms confirm increasing demand for skilled engineering professionals. Nationally, employment in engineering is projected to grow faster than the average for all occupations between 2023 and 2033, according to the U.S. BLS. Within Tulare County, industries such as resource extraction, manufacturing, and agriculture have a growing need for highly skilled mechanical engineers to design tools, engines, machines, and other mechanical systems. Given the broad range of industries requiring their expertise, the local market is unlikely to become oversaturated with entry-level mechanical engineers. In addition, businesses throughout Tulare County and the Central Valley require technically proficient electrical engineers in specialties such as power systems, instrumentation, and electronics. There is also a consistent demand for project engineers capable of managing complex technical projects involving the design, procurement, manufacturing, and delivery of both simple and advanced systems.

According to the CA Employment Development Department's (EDD) 2022–2032 Occupational Employment Projections, Tulare County is projected to experience significant growth in engineering workforce demand. EDD projections estimate 1,240 jobs with 930 total openings and an 11.7% growth rate by 2032. Table 1 highlights the engineering occupations forecasted to experience the greatest increases in Tulare County. These labor market projections highlight the importance of the COJUSD Academy of Engineering & Green Technology (AEGT) in equipping students with the technical knowledge and skills necessary to succeed in postsecondary education and careers in Tulare County's high-growth, high-wage, high-skill engineering sector.

Table 1: Tulare County Labor Market Information for Target Occupations

Occupations	Jobs	Growth	Med. Hourly Wage
Engineers	470	12.1%	$46.88 - $50.34
Drafters and Engineering Technicians	350	8.8%	$48.31
Civil Engineers	130	11.1%	$49.41
Architects, Surveyors, and Cartographers	100	16.7%	$54.23
Mechanical Engineers	80	20.0%	$46.88
Industrial Engineers	60	12.5%	$46.94
Electrical Engineers	50	14.3%	$50.34

The OHS Academy of Engineering & Green Technology's Engineering Design (ED) CTEFP project will directly support and enhance a regional collaborative focused on meeting Tulare County engineering workforce needs: the Tulare/Kings College and Career Collaborative (TKCCC). This county-wide partnership is led by Tulare County Office of Education (TCOE) and includes other Tulare County high school engineering academies similar to that of Orosi High, including engineering academies at Redwood High (16 miles away), Lindsay High (36 miles away), and Porterville High (45 miles

away). Through TKCCC, Orosi High's ED pathway collaborates closely with these engineering academies to (1) engage students and families in engineering themes and activities during TKCCC STEAM Expos; (2) leverage regional industry partnerships through participation in TKCCC Industry Sector Summits; (3) engage in professional learning series; and (4) share best practices, resources, and strategies proven to prepare ED students to successfully transition to pathway-related postsecondary programs of study and careers. As detailed in Part 1.B, the proposed CTEFP project will significantly enhance the quality of OHS's ED pathway at every level, enabling OHS to not only better prepare ED students for engineering degree programs and careers but also host TKCCC collaborations designed to strengthen the regional educational pipeline required to meet Tulare County engineering workforce demands.

B. CTE Plan and Rationale: COJUSD's CTEFP project will address OHS's significant need for a new Engineering Design facility and major equipment needs. OHS's AEGT facility is more than 50 years old and does not have the capacity to effectively serve the number of students interested in pursuing engineering careers. Existing ED spaces are small traditional classrooms that can only house up to 25 students per course (instead of 32 students). Further, these classrooms do not accommodate ED student career-aligned PBL, and ED students must currently complete projects either outdoors or in hallways (when raining). These factors directly impact both the number of students who can enroll in ED courses and ED students' ability to gain the practice required to master industry-aligned engineering tasks. Further, while the AEGT offers high-quality National Academy Foundation (NAF) Distinguish ED pathway, OHS must transport students to off-campus facilities to ensure they gain the technical knowledge and hands-on skills required to advance towards postsecondary engineering programs and careers. As detailed in Part 5, the CTEFP project will address all of these needs by providing OHS with a new building that will house a ED classroom, ED computer lab, and ED industrial technologies lab specifically designed to foster ED student collaborative project-based learning. All major equipment requests (see Form B) either replace outdated ED equipment that no longer aligns with industry or provides ED students with new hands-on learning on equipment currently used in target engineering design careers.

C. CTE Accessibility: "Equity and Access" is one of the OHS Academy of Engineering & Green Technology's seven stated Key Objectives, and the AEGT has established policies, strategies, and programs to ensure *all* OHS students have equitable access to pursue the ED pathway, equitable opportunities to participate in all ED activities, and individualized support required to complete their pathway of choice and transition to engineering postsecondary programs. These efforts include (1) conducting strategic outreach that targets students from groups underrepresented in the ED pathway and engineering careers, employing strategies such as featuring underrepresented students (e.g., women in STEM) and recruiting professionals in nontraditional fields to lead recruitment activities; (2) engaging with students, parents, and community partners in multiple languages to ensure all students are encouraged to pursue ED opportunities; (3) ensuring master schedules allow all students (including those with an IEP) to access their preferred CTE course sequence; (4) providing opportunities for ED teachers to collaborate with staff serving special student populations (e.g., middle/high school counselors, SPED staff, ELD staff) to ensure all support staff members are aware of ED pathway opportunities, encourage participation among all students, and collaboratively

design an ED program of study that integrates student supports; and (5) frequently analyzing ED enrollment, retention, and completion data by subgroup to identify and address equity gaps and adjust strategies as needed to ensure equitable pathway access and success. The above efforts have demonstrated success in ensuring the percentage of OHS students from each subgroup who enroll in and successful complete the ED pathway closely matches OHS's overall student demographics.

D. Professional Development, High-Quality CTE, and Industry Certifications: The OHS Academy of Engineering & Green Technology will leverage its partnerships with TKCCC, NAF, Valley ROP, postsecondary institutions, and regional industry to provide ED teachers with initial and ongoing professional development related to the use and integration of the new facility and equipment within their curriculum. This will include (1) trainings, demonstration lessons, and collaborative professional development in the new AEGT facility led by TCOE, NAF, Valley ROP, and faculty from Reedley College, College of the Sequoias, CSU Fresno, and Cal Poly; (2) on-site workshops led by engineering professionals from SiteLogIQ, CalTrans, JTS Modular, and Southern California Edison to demonstrate the effective use new ED facilities and the industry-aligned operation and application of new industry-aligned equipment; (3) ED teacher externships in the facilities of industry partners to observe engineering professionals' use of similar facilities and equipment; (4) ED teacher collaborative planning and curriculum redesign in partnership with TKCCC members to fully integrate new facilities and equipment within the ED program of study; and (5) ED teacher visits to facilities of TKCCC partnering high schools and colleges to observe distinguished ED classrooms and labs, including ED teacher use of similar facilities and equipment.

The OHS Engineering Design pathway is recognized as NAF Distinguished Programs. The AEGT employs a school-within-a-school model and combines a scaffolded sequence of CTE, NAF, and ROP courses aligned to ED Model Curriculum Standards with engineering-themed core academic courses designed specifically for ED students. The Engineering Design pathway provides a sequence of four Project Lead The Way (PTLW) courses: Intro to Engineering Design > Digital Electronics > Principles of Engineering > Engineering Design & Development. Over the past five years, OHS has continuously strengthen the ED program of study, including STEM project-based learning, work-based learning experiences (including paid internships on the engineering projects of industry partners), ED student leadership development, certification opportunities, dual enrollment expansion, and engineering professional engagement. In addition to its partnerships with NAF and TKCCC, the ED pathway collaborates closely with the Tulare County WIB and postsecondary partners Reedley College and Cal Poly to continually refine the ED program of study to ensure alignment to STEM degree programs and regional engineering design careers.

Orosi High's ED pathway currently provides all students with the opportunity to earn NAF Track Certification, OSHA Safety Certification, and Lenovo Mobile App Digital Badges. However, industry and postsecondary partners on the AEGT Advisory Board have recommended that the ED pathway provide students with more industry-recognized certifications, specifically Smart Automation Certification Alliance (SACA) Certification. As part of the proposed CTEFP project, OHS will construct the facility and procure the equipment required to provide ED students with the opportunity to master the knowledge and skills required to secure a SACA Certified Industry 4.0 Associate

Gold Certification in Basic and Advanced Operations, which are highly valued by Central Valley postsecondary institutions and engineering professionals. As detailed in Part 4.A, the number of ED students who secure each of the above certifications will be a key outcome measure by which the quality of the ED pathway is assessed.

Part 1: Career Technical Education Plan

A: Labor Market Demand and Similar CTE Programs in Area: The demand for automation technicians is growing rapidly—particularly in agriculture, manufacturing, logistics, and renewable energy. In Tulare County and across the Central Valley, increasing automation in agriculture and manufacturing is driving strong demand for both engineers and skilled technicians to design, operate, and maintain advanced systems. Robotics and automation are becoming essential to California agriculture, addressing critical challenges ranging from labor shortages to climate change. As one of the nation's major agricultural hubs, the Central Valley is at the forefront of adopting new technologies to boost efficiency. Local companies are actively seeking professionals to manage systems such as automated equipment for harvesting, sorting, and data collection. Regional initiatives, such as the Reservoir Farms project, are further supporting innovation by cultivating AgTech startups in the Central Valley. These incubators provide hands-on opportunities for testing and validating robotics in real-world environments. While agriculture remains the primary driver, advanced manufacturing across the region also requires expertise in mechatronics, robotics, and electrical and mechanical engineering to deploy and maintain automated systems. Manufacturing—especially in food processing—is another key sector adopting automation. Companies such as California Dairies and Ruiz Foods rely on automated equipment, programmable logic controller (PLC) automation to improve production efficiency. Warehouses and distribution centers are also embracing robotics to streamline logistics, with companies like Symbotic creating a need for technicians capable of managing robotic fulfillment systems. Similarly, AgTech firms such as Orchard Robotics, which develops AI-powered camera systems for farms, require Central Valley technicians to deploy and support their technology in the field.

Employment projections reinforce this growing demand. According to the U.S. Bureau of Labor Statistics, overall employment in engineering occupations is expected to grow faster than the average for all occupations from 2024 to 2034, with approximately 186,500 openings projected annually. These opportunities span a wide range of fields, including aerospace, agricultural, bio, civil, computer, electrical, industrial, and mechanical engineering. In May 2024, the median annual wage for these occupations was $97,310. Local projections echo these trends. The April 2025 COE CVML Good Jobs and Equity Assessment identified Electrical and Electronic Engineering Technologists and Techs (991 jobs by 2028, $31 entry-level hourly wage) and Engineering Technologists and Techs (1,007 jobs by 2028, $31 entry-level hourly wage) among the region's 50 "Good Jobs." Additionally, the August 2025 COE Labor Market Research report forecasts a 16% increase in manufacturing and industrial technology-related occupations through 2029. Further, EDD 2022–2032 Occupational Employment Projections for Tulare County project strong growth in engineering-related jobs, with 1,240 total positions, 930 openings, and an 11.7% growth rate by 2032. These projections highlight the critical role of Orosi High's Engineering Technology (ET) pathway in preparing students with the technical knowledge and skills needed to succeed in Tulare County's high-growth, high-skill, high-wage engineering sector.

The OHS Academy of Engineering & Green Technology and CTEFP project will directly support and enhance a regional collaborative focused on meeting Tulare County engineering workforce needs: the Tulare/Kings College and Career Collaborative

(TKCCC). This county-wide partnership is led by Tulare County Office of Education (TCOE) and includes other Tulare County high school engineering academies similar to that of Orosi High, including EA academies at Redwood High School (16 miles away), Lindsay High School (36 miles away), and Porterville High School (45 miles away). Through TKCCC, the Orosi High AEGT collaborates with these engineering academies to (1) engage students and families in engineering themes and activities during TKCCC STEAM Expos; (2) leverage regional industry partnerships through participation in TKCCC Industry Sector Summits; (3) engage in professional learning series; and (4) share best practices, resources, and strategies proven to prepare EA students to successfully transition to pathway-related postsecondary programs of study and careers. As detailed in Part 1.B, the proposed CTEFP project will significantly enhance the quality of the OHS AEGT's Engineering Technology pathway at every level, enabling OHS to not only better prepare ET students for engineering degree programs and careers but also host TKCCC collaborations designed to strengthen the regional educational pipeline required to meet Tulare County engineering workforce demands.

B. Proposed CTE Plan and Rationale: COJUSD's proposed CTEFP project will address Orosi High School's significant need for a new AEGT Engineering Technology facility and major equipment needs. OHS's AEGT facility is more than 50 years old and does not have the capacity to effectively serve the number of students interested in pursuing engineering careers. Existing ET spaces are small traditional classrooms that can only house up to 25 students per course (instead of 32 students). Further, these classrooms do not accommodate ET student career-aligned PBL training, and ET students must currently complete projects either outdoors or in hallways. These factors directly impact both the number of students who can enroll in ET courses and students' ability to gain the practice required to master industry-aligned engineering technology tasks. Further, while the AEGT offers a high-quality National Academy Foundation (NAF) Distinguished ET pathway, OHS must transport students to off-campus facilities to ensure they gain the technical knowledge and hands-on skills required to advance towards postsecondary engineering programs and careers. As detailed in Part 5, the CTEFP project will address all of these needs by providing OHS with a new building that will house one ET classroom and one large AEGT industrial technologies lab specifically designed to foster ET student collaborative project-based learning. All major equipment requests (see Form B) either replace outdated ET equipment that no longer aligns with industry standards or provides ET students with new hands-on learning on equipment currently used in target engineering technology careers.

C. Accessibility to CTE Program: "Equity and Access" is one of the OHS Academy of Engineering & Green Technology's seven stated Key Objectives, and the AEGT has established a number of policies, strategies, and programs to ensure *all* OHS students have equitable access to pursue the ET pathway, equitable opportunities to participate in all ET pathway activities, and individualized support required to complete their pathway of choice and successfully transition to engineering-related postsecondary programs. These efforts include (1) conducting strategic marketing and outreach that targets students from groups historically underrepresented in the ET pathway and engineering technology careers, employing strategies such as featuring underrepresented students (e.g., women in STEM) and recruiting professionals in nontraditional fields to lead student recruitment activities; (2) engaging with students,

parents, families, and community partners in multiple languages to ensure all students are encouraged to pursue ET pathway opportunities; (3) ensuring master schedules are designed to allow all students (including those with an IEP) to access their preferred CTE course sequence; (4) providing opportunities for ET teachers to collaborate with staff serving special student populations (e.g., middle/high school counselors, SPED staff, ELD staff) to ensure all support staff members are aware of ET opportunities, encourage participation among all students, and collaboratively design an ET program of study that integrates student supports; and (5) frequently analyzing ET pathway enrollment, retention, and completion data by subgroup to identify and address equity gaps and adjust strategies as needed to ensure equitable pathway access and success. The above efforts have demonstrated success in ensuring the percentage of OHS students from each subgroup who enroll in and successful complete the ET pathway closely matches OHS's overall student demographics.

D. Professional Development, High-Quality CTE, and Industry Certifications: The OHS Academy of Engineering & Green Technology will leverage its partnerships with TKCCC, NAF, Valley ROP, postsecondary institutions, and regional industry to provide ET teachers with initial and ongoing professional development related to the use and integration of the new facility and equipment within their curriculum. This will include (1) trainings, demonstration lessons, and collaborative professional development in the new AEGT facility led by TCOE, NAF, Valley ROP, and faculty from Reedley College, College of the Sequoias, CSU Fresno, and Cal Poly; (2) on-site workshops led by engineering professionals from SiteLogIQ, CalTrans, JTS Modular, and Southern California Edison to demonstrate the effective use new ET facilities and the industry-aligned operation and application of new industry-aligned equipment; (3) ET teacher externships in the facilities of industry partners to observe engineering professionals' use of similar facilities and equipment; (4) ET teacher collaborative planning and curriculum redesign in partnership with TKCCC members to fully integrate new facilities and equipment within the ET program of study; and (5) ET teacher visits to facilities of TKCCC partnering high schools and colleges to observe distinguished ET classrooms and labs, including ET teacher use of similar facilities and equipment.

The OHS Engineering Technology pathway is recognized as a NAF Distinguished Program. The AEGT employs a school-within-a-school model and combines a 9–12 sequence of CTE, NAF, and ROP courses aligned to ET Model Curriculum Standards with engineering-themed core academic courses designed specifically for ET students. The ET pathway includes Intro to Computer Aided Design & Drafting > Robotics > Advanced Robotics. Over the past five years, OHS has continuously strengthen the ET program of study, including STEM project-based learning, work-based learning experiences (including paid internships on the engineering projects of industry partners), ET student leadership development, certification opportunities, dual enrollment expansion, and engineering professional engagement. In addition to its partnerships with NAF and TKCCC, the ET pathway collaborates closely with the Tulare County WIB and postsecondary partners Reedley College and Cal Poly to continually refine the ET program of study to ensure alignment to STEM degree programs and regional engineering technology careers.

Orosi High's ET pathway currently provides all students with the opportunity to earn NAF Track Certification, OSHA Safety Certification, and Lenovo Mobile App Digital

Badges. However, industry and postsecondary partners on the AEGT Advisory Board have recommended that the ET pathway provide students with more industry-recognized certifications, specifically Smart Automation Certification Alliance (SACA) Certification. As part of the proposed CTEFP project, OHS will construct the facility and procure the equipment required to provide ET students with the opportunity to master the knowledge and skills required to secure a SACA Certified Industry 4.0 Associate Gold Certification in Robot System Operations, which is highly valued by Central Valley postsecondary institutions and engineering professionals. As detailed in Part 4.A, the number of ET students who secure each of the above certifications will be a key outcome measure by which the quality of the ET pathway is assessed.

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

AGENDA SECTION:	**ADMINISTRATIVE/ ORGANIZATIONAL**
AGENDA ITEM:	**SECOND READING: NEW BOARD POLICY 0415 EQUITY**
ATTACHMENTS:	**BOARD POLICY 0415 EQUITY**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for a second reading is BP 0415 Equity which states that Teachers serving students with disabilities must hold the proper credentials or authorizations from the Commission on Teacher Credentialing (CTC) for the specific disability and placement listed in the student's IEP. The district may also employ intern teachers or request special permits (limited assignment, emergency, short-term, or provisional internship) when fully credentialed staff are unavailable, provided proper supervision, declarations of need, and Board approval are in place. Related service providers must meet state and federal qualification requirements. The Superintendent or designee is responsible for ensuring staff receive professional development and, for new education specialist credential candidates, must establish an individualized induction plan within 60 days of hire.

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.**
- [x] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the second reading of BP 0415: EQUITY**

PROPOSED ACTION: **APPROVE**

Item #:41

Policy 0415: Equity

Status: DRAFT

Original Adopted Date: Pending

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions

2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities

4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students

5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups

6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need

7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices

9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

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

AGENDA SECTION: **ADMINISTRATIVE/ ORGANIZATIONAL**

AGENDA ITEM: **SECOND READING: NEW ADMINISTRATIVE REGULATION 4112.23: SPECIAL EDUCATION STAFF**

ATTACHMENTS: **NEW ADMINISTRATIVE REGULATION 4115.23: SPECIAL EDUCATION STAFF**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a second reading is AR 4112.23: Special education Staff which states that teachers serving students with disabilities must hold the proper CTC credential or authorization for the disability and placement listed in a student's IEP. The district may use interns, special permits, emergency permits, or, if necessary, waivers to fill vacancies, but only with required approvals, declarations, and supervision. Related service providers must meet state and federal qualifications. The Superintendent or designee must ensure professional development and, within 60 days of hiring, create individualized induction plans for new education specialist credential candidates.

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.**
- [x] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Second Reading of AR 4112.23: Special Education Staff**

PROPOSED ACTION: **APPROVE**

Item #: 42

Regulation 4112.23: Special Education Staff

Status: DRAFT

Original Adopted Date: 12/10/2015 | **Last Revised Date:** Pending

Qualifications/Assignment of Special Education Teachers

Any teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with the primary disability within the program placement recommended in the students' individualized education program (IEP). (5 CCR 80046.1-80048.9.4)

The district may employ a person with an appropriate district intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

The Superintendent or designee may request that the CTC issue a special education limited assignment teaching permit which authorizes a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80026, 80027.1)

As needed, the district may apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may, as appropriate, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship permit pursuant to 5 CCR 80021.1, or, as a last resort, a credential waiver.

Individuals providing related services to students with disabilities, including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

The Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their knowledge and skills.

Whenever a candidate for a clear education specialist credential is employed by the district, the Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

Resource Specialists

The duties of resource specialists shall include, but are not limited to: (Education Code 56362; 5 CCR 80070.5)

1. Providing instruction and services for students with disabilities whose needs have been identified in an IEP

2. Conducting educational assessments

3. Providing information and assistance for students with disabilities and their parents/guardians

4. Providing consultation, resource information, and material regarding students with disabilities to staff members in the regular education program and the students' parents/guardians

5. Coordinating special education services with the regular school program for each student with disabilities enrolled in the resource specialist program

6. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team

7. Providing services for secondary students that emphasize academic achievement, career and vocational development, and preparation for adult life

   Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362.

Caseloads

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, the collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the

agreement of the resource specialist, the Governing Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
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AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **SECOND READING: NEW EXHIBIT 4119.12, TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES**

ATTACHMENTS: **E 4119.12**

FUNDING SOURCE: **N/A**

DISCUSSION:

Exhibit updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024, and revise the notification requirements accordingly.

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 new E 4119.12.**

PROPOSED ACTION: **ADOPT**

Item #: 43

Exhibit 4119.12-E(1): Title IX Sexual Harassment Complaint Procedures **Status:** DRAFT

Original Adopted Date: Pending

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The district shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The following employee serves as the district's Title IX Coordinator and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Brian Zimmerman, Assistant Superintendent
12623 Avenue 416, Orosi, Ca 93647
559-528-4763
brianzimmerman@cojusd.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, on the district's website at https://www.cojusd.org/page/policies-and-non-discrimination-notifications

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:

Brian Zimmerman, Assistant Superintendent
12623 Avenue 416, Orosi, Ca 93647
559-528-4763
brianzimmerman@cojusd.org

Materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

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AGENDA SECTION: **ADMINISTRATIVE/ ORGANIZATIONAL**

AGENDA ITEM: **SECOND READING: NEW BOARD POLICY 5141.5: MENTAL HEALTH**

ATTACHMENTS: **NEW BOARD POLICY 5141.5: MENTAL HEALTH**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a second reading is policy 5141.5: Mental Health. This policy includes substance abuse in instruction provided to students and includes students as recipients of information and training that the Superintendent or designee is required to provide. Additionally, policy reflects NEW LAW (SB 153, 2024) which (1) requires the district to, by July 1, 2029, certify to the California Department of Education that all certificated employees and 40 percent of classified employes who have direct contact with students in grades 7-12 receive youth behavioral training at least one time, and (2) requires the Governing Board of any district serving students in grades 7-12 to, before January 31, 2026, adopt a policy at a regularly scheduled meeting, on referral protocols for addressing student behavioral health concerns.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Second Read of BP 5141.5**

PROPOSED ACTION: **APPROVE**

Item #: 44

Policy 5141.5: Mental Health

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

Instruction provided to students shall promote student health and mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework, as specified in Administrative Regulation 6143 - Courses of Study, and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors including substance abuse, developing coping skills, and identifying resources that may provide assistance.

Information and Training

The Superintendent or designee shall provide school staff and students with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. Additionally, such training shall provide instruction on how to maintain student privacy and confidentiality, and may be provided to parents/guardians and families. (Education Code 49428.15)

The Superintendent or designee shall ensure that all certificated employees and 40 percent of classified employes who have direct contact with students in grades 7-12 receive youth behavioral

training at least one time, in accordance with Education Code 49428.2.

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

Annually, the Superintendent or designee shall provide, and require all certificated employees serving students in grades 7 to 12 to participate in, at least one hour of cultural competency training to support lesbian, gay, bisexual, transgender, queer, and questioning individuals. The district shall maintain records documenting the date that each employee completed the training and the name of the entity that provided the training. (Education Code 218.3)

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification to parents/guardians and to students shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students

2. Including the information, at the beginning of the school year, in the parent/guardian handbook and in student orientation materials or a student handbook

3. Posting the information on the school's website or social media

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes

2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors

3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers

4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy

5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

Mental Health Counseling and Referrals

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

The district's referral protocols shall: (Education Code 49428.1)

1. Address the appropriate and timely referral by school staff of students with behavioral health concerns

2. Reflect a multitiered system of support process and positive behavioral interventions and supports, to be used as an alternative to disciplinary action as appropriate

   The protocols shall be accessible to students who may be the subject of disciplinary action.

3. Be adaptable to varied local service arrangements for behavioral health services

4. Reflect evidence-based and culturally appropriate approaches to student behavioral health referral without disciplinary actions

   "Evidence-based" means peer-reviewed, scientific research evidence, including studies based on research methodologies that control threats to both the internal and the external validity of the research findings.

5. Address the inclusion of parents/guardians in the referral process

6. Be written to ensure clarity and ease of use by certificated and classified school employees

7. Reflect differentiated referral processes for students with exceptional needs and other populations for whom the referral process may be distinct

8. Be written to ensure that school employees act only within the authorization or scope of their credential or license

   School employees are not authorized or encouraged to diagnose or treat youth behavioral health disorders unless they are specifically licensed and employed to do so.

9. Be consistent with state activities conducted by the California Department of Education in the administration of federally funded behavioral health programs

A student 12 years of age or older may consent to mental health treatment or counseling if the

student, in the opinion of the attending mental health professional, is mature enough to participate intelligently in the services. Additionally, the student's parent/guardian shall consent to student's treatment, unless the mental health professional determines, after consulting with the student, that the involvement of the parent/guardian would be inappropriate. (Family Code 6924)

In delivering mental health and behavioral health services to students, the district may use telehealth or other information and communication technologies that facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a student's health while the student is on campus and the health care provider is at a distant location. (Education Code 49429)

Prior to utilizing telehealth technology to manage a student's mental health or behavior, the mental health professional shall consult with the student, parent/guardian, and/or the student's individualized education program team, as required by law, unless the mental health professional determines that the involvement would be inappropriate pursuant to Family Code 6924.

In using telehealth technology to provide mental health services to students, the Superintendent or designee shall ensure that mental health professionals comply with applicable professional codes of ethics and legal authority. Additionally, space that affords privacy and confidentiality of telehealth sessions shall be provided for students and an emergency response plan shall be put in place that lays out all legally-mandated steps to take when a student suddenly begins to exhibit suicidal ideation or other potentially dangerous behavior during a telehealth session.

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

Funding Resources

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

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AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **SECOND READ OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 6142.1 SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

ATTACHMENTS: **BOARD POLICY AND ADMINISTRATIVE REGULATION 6142.1**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a second reading and approval is Board Policy and Administrative Regulation 6142.1 Sexual health and HIV/AIDS Prevention Instruction. The policy reflects the new court decision in *Mahmoud v. Taylor*, which held that the First Amendment requires school districts to provide parents/guardians with notice and the option to opt their children out of elementary instruction involving LGBTQ+ storybooks, due to potential interference with religious development. The Regulation reflects new law AB 2229 (2024), mandating the inclusion of menstrual health in comprehensive sexual health education, and AB 2053 (2024), requiring instruction on adolescent relationship abuse and information about related support resources.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve Second Reading of Board Policy and Administrative Regulation 6142.1.**

PROPOSED ACTION: **APPROVE**

Item #: 45

Policy 6142.1: Sexual Health And HIV/AIDS Prevention Instruction

Status: DRAFT

Original Adopted Date: Pending

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction in comprehensive sexual health and human immunodeficiency virus (HIV) prevention.

The district shall respect the rights of parents/guardians to supervise their students' education on these subjects and to impart values to their children regarding human sexuality.

As specified in the accompanying administrative regulation, the district shall strive to provide students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking; to have healthy, positive, and safe relationships and behaviors; to understand sexuality as a normal part of human development; and to develop healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family. (Education Code 51930-51939)

Each student in grades 7-12 shall receive comprehensive sexual health and HIV prevention education at least once in junior high or middle school and at least once in high school unless the student's parent(s)/guardian(s) opt the student out of such instruction as specified in "Parent/Guardian Notification and Opt-Out" in the accompanying administrative regulation. (Education Code 51934)

General Criteria for Instruction and Materials

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention education and the associated materials: (Education Code 51930, 51933)

1. Are age appropriate
2. Are medically accurate and objective
3. Are aligned with and support the following purposes:
    a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
    b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family
    c. To promote understanding of sexuality as a normal part of human development
    d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention education and provide educators with clear tools and guidance to accomplish that end
    e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with English learners, students with disabilities, and students of all races, genders, sexual orientations, and ethnic and cultural backgrounds
5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids
7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships

9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes

10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so

11. Teach the value of and prepare students to have and maintain committed relationships such as marriage

12. Provide students with the knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation

13. Provide students with the knowledge and skills for making and implementing healthy decisions about sexuality, including communication and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities

14. Do not teach or promote religious doctrine

Additionally, the district's comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

The Superintendent or designee shall identify appropriate methods for informing parents/guardians about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

Parent/Guardian Notification and Opt-Out

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing to opt their students out of participating in comprehensive sexual health and HIV prevention education. Students so excused shall be given an alternative educational activity. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian opts the student out of such instruction. (Education Code 51240, 51938, 51939)

Regulation 6142.1: Sexual Health And HIV/AIDS Prevention Instruction **Status:** DRAFT

Original Adopted Date: Pending

Definitions

Comprehensive sexual health education means education regarding human development and sexuality, including education on menstrual health, pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

Components of Sexual Health and HIV Prevention Education

In addition to complying with the criteria listed in "General Criteria for Instruction and Materials" in the accompanying Board policy, the district's comprehensive sexual health and HIV prevention education for students in grades 7-12 shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body

2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use

3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

   The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention

5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing

6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others

7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and testing is the only way to know if one is HIV-positive.

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence

9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception

   Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:

   a. Parenting, adoption, and abortion

   b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5

   c. The importance of prenatal care

10. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking, including:

    a. Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking

    b. Information on how social media and mobile device applications are used for human trafficking

11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each, and the resources available to students related to adolescent relationship abuse and intimate partner violence, including the National Domestic Violence Hotline and local domestic violence hotlines that provide confidential support services for students that have experienced domestic violence or stalking

The district's comprehensive sexual health and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking websites, computer networks, or other digital media. (Education Code 51934)

Professional Development

The district's comprehensive sexual health and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from CDE or the Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education in order for district personnel teaching comprehensive sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking, and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

Use of Consultants or Guest Speakers

The Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

Parent/Guardian Notification and Opt-Out

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about comprehensive sexual health and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection

2. That parents/guardians have a right to opt their students out of comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district

3. That parents/guardians have a right to request a copy of Education Code 51930-51939

4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants and, if the district chooses to use outside consultants or guest speakers for this purpose, the following information:

    a. The date of the instruction

    b. The name of the organization or affiliation of each guest speaker

    c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given.

Except as required by law, the requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parent/guardian notification and opt-out shall not apply to the following: (Education Code 51932)

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health or HIV prevention education as defined in Education Code 51931

2. Instruction, materials, presentations, or programming that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and does not discuss human reproductive organs and their functions

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AGENDA SECTION: **ADMINISTRATIVE/ ORGANIZATIONAL**

AGENDA ITEM: **FIRST READING: NEW BOARD POLICY 5141: HEALTH CARE AND EMERGENCIES**

ATTACHMENTS: **BOARD POLICY 5141: HEALTH CARE AND EMERGENCIES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for a first read is Board Policy 5141: Health Care and Emergencies. This policy clarifies that automated external defibrillators are authorized to be used at designated school sites in accordance with the accompanying Administrative Regulation. Additionally, Policy reflects that (1) any district school with an occupancy of 200 or more that was constructed on or after January 1, 2023, or was constructed prior to January 1, 2023, and modified or renovated as specified, is required to acquire, place, and maintain trauma kits in accordance with the accompanying administrative regulation, and (2) school employees are required to be notified annually of the location of the trauma kits and be provided with information regarding training in the use of the trauma kit.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the First Reading of BP 5141: Health Care and Emergencies**

PROPOSED ACTION: **APPROVE**

Item #: 46

Policy 5141: Health Care And Emergencies

Status: DRAFT

Original Adopted Date: Pending

The Board of Education recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during school-sponsored activities.

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

"Do Not Resuscitate" Orders

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical "do not resuscitate" orders. Staff shall not accept or follow any such orders except under the specific written direction of the Superintendent or designee. The Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if he/she has received a written parent/guardian authorization, with an authorized health care provider statement, and an order of an appropriate court.

The Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

Automated External Defibrillators

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

The Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

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

AGENDA SECTION: **CLOSED**

AGENDA ITEM: **PERSONNEL**

ATTACHMENTS: **PERSONNEL LETTER**

FUNDING SOURCE: **N/A**

DISCUSSION:

Employment/Additional Positions/Hours, Promotions/Assignments, Leaves, Resignations/Retirements, Employee Discipline/Dismissal/Release. (Personnel Letter will be presented at the meeting during closed session.)

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends the Board approve the Personnel Letter.**

PROPOSED ACTION: **APPROVE**

Item #: A

Educating Minds, Inspiring Futures
CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

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Vice President
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Board Clerk
Mary Helen Espino
Trustee
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Karen Gonzalez
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Administration
Yolanda Valdez
Superintendent
Dr. Brian Zimmerman
Assistant Superintendent
Administrative Services
Sherounne Swanson
Assistant Superintendent
Educational Services

Cutler-Orosi
Joint Unified
School District
12623 Avenue 416
Orosi, Ca. 93647
Phone
(559) 528-4763
Fax
(559) 528-4132
www.cousd.org

TO: Board of Trustees

FROM: Brian Zimmerman, Assistant Superintendent of Administrative Services

RE: Personnel Recommendations

DATE: November 13, 2025

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Avid Tutor at El Monte Middle School, effective October 28, 2025.
2. Custodian Bus Driver at Orosi High School, effective October 28, 2025.
3. LVN District Wide, effective October 27, 2025.
4. R&E Aide at Golden Valley Elementary School, effective October 13, 2025.
5. Campus Security Instructional Aide at Lovell High School, effective September 30, 2025.
6. Special Education Aide at Cutler Elementary School, effective October 8, 2025.
7. R&E Aide at Golden Valley Elementary School, effective October 6, 2025.
8. Special Education Aide at Cutler Elementary School, effective October 31, 2025.
9. Preschool Aide at Palm Elementary School, effective October 13, 2025.
10. Grant Funded Behavior Intervention Technician, effective November 3, 2025. GRANT FUNDED
11. Approval of Certificated Temporary Contracts for the remainder of the 2025-2026 school year as per attached list.

PROMOTIONS/REASSIGNMENTS:

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

RESIGNATIONS/RETIREMENTS:

13. Food Service Worker II at El Monte Middle School, resigned effective November 4, 2025.
14. R&E Aide at Palm Elementary School, resigned effective October 23, 2025.
15. Speech Language Pathologist Assistant, resigned effective October 17, 2025.
16. R&E Aide at Orosi High School, resigned effective October 23, 2025.
17. Instructional Aide at Cutler Elementary School, resigned effective October 31, 2025.

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18. Custodian Bus Driver at Cutler Elementary School, resigned effective October 28, 2025.
19. Custodian Bus Driver at Orosi High School, resigned effective October 29, 2025.
20. Custodian Bus Driver at Orosi High School, resigned effective October 29, 2025.
21. Teacher/Athletic Director at Orosi High School, resigned effective October 31, 2025.
22. Teacher at Cutler Elementary School, is retiring effective December 1. 2025.
23. Grant Funded Educational Social Worker at El Monte Middle School, is resigning effective December 31, 2025. GRANT FUNDED

LEAVES: (Statutory – For Informational Purposes):

24. Library Aide at Lovell High School, on Maternity Leave beginning October 13, 2025 through 6-8 weeks post-partum.
25. Teacher at Orosi High School, on Baby Bonding Leave beginning October 14, 2025 through January 22, 2026.
26. Teacher at El Monte Middle School, on Baby Bonding Leave beginning October 7, 2025 through December 19, 2025.
27. Grant Funded Instructional Aide at Cutler Elementary, on Baby Bonding Leave beginning December 1, 2025 through December 19, 2025.
28. Educational Social Worker at El Monte Middle School, on Baby Bonding Leave beginning December 1, 2025 through January 30, 2026.
29. Teacher at Cutler Elementary, on Baby Bonding Leave from December 1, 2025 through December 19, 2025.
30. Instructional Aide at Cutler Elementary, on Baby Bonding Leave from November 17, 2025 through January 16, 2026.
31. School Psychologist at Cutler Elementary, on Baby Bonding Leave from September 29, 2025 through November 10, 2025.
32. Secretary at Lovell High School, on Baby Bonding Leave from October 9, 2025 through January 12, 2026.
33. Teacher at Orosi High School, on Baby Bonding Leave from October 27, 2025 through February 19, 2026.
34. Teacher at Golden Valley Elementary, on Baby Bonding Leave from October 1, 2025 through January 23, 2026.
35. Teacher at Golden Valley Elementary, on Baby Bonding Leave from September 8, 2025 through December 8, 2025.
36. Recreation and Enrichment Aide at Cutler Elementary, on Baby Bonding Leave from October 14, 2025 through February 4, 2026.

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

AGENDA SECTION: **CLOSED SESSION**

AGENDA ITEM: **RESOLUTION NO. 2025-2026-07 : PUBLIC EMPLOYEE DISCIPLINE/DIMISSAL/RELEASE (Government Code Section 54957)**

ATTACHMENTS: **RESOLUTION NO. 2025-2026-07**

FUNDING SOURCE: **N/A**

DISCUSSION:

It is recommended that the Board approve the resolution for the release of Mental Health federally funded temporary certificated employees.

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

BOARD GOAL:

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

RECOMMENDATION: **The Superintendent recommends that the Board approve the Resolution.**

PROPOSED ACTION: **APPROVE**

Item #: B

GOVERNING BOARD OF THE
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTSRICT

Resolution No. 2025-2026-07

RESOLUTION OF NON-REEMPLOYMENT OF TEMPORARY CERTIFICATED EMPLOYEES

WHEREAS, the Governing Board ("Board") of Cutler-Orosi Joint Unified School District ("District") employs temporary certificated employees pursuant to Sections 44909, 44919, 44920, and/or 44921 of the Education Code.

WHEREAS, the employees set forth in Exhibit A attached hereto are certificated temporary employees working under categorially funded temporary contracts with the District.

WHEREAS, Education Code section 44909 authorizes certificated temporary employees to be released pursuant to Education Code section 44954 at the expiration of their categorically funded program/project.

WHEREAS, the Governing Board has decided, on the recommendation of the Superintendent, to release the employees listed in Exhibit A from their temporary categorically funded program/project positions effective December 31, 2025, at the expiration of their categorically funded program/project.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Cutler-Orosi Joint Unified School District hereby authorizes the Superintendent or the Superintendent's designee to notify the temporary certificated employees listed in Exhibit A of the Board's decision not to retain them after December 31, 2025 due to the expiration of their categorically funded program/project in accordance with the requirements of Education Code section 44954 and 44909. The Superintendent or the Superintendent's designee is authorized to take any other actions necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Cutler-Orosi Joint Unified School District Governing Board on this 13th day of November 2025, by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Attest,

_____
Sandra Williams, Board President
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

I, Delia Martinez, Clerk of the Board of Trustees of the Cutler-Orosi Joint Unified School District, do hereby certify that the foregoing Resolution No 2025-2026-07 is a true and correct copy of the Resolution that was regularly introduced, passed, and adopted by the Board of Trustees at its meeting on November 13, 2025.

ATTEST:

_____

Delia Martinez, Board Clerk
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

EXHIBIT A

1. 5421983106
2. 6055956640
3. 1627926551

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

AGENDA SECTION: CLOSED SESSION – ITEM D

AGENDA ITEM: STUDENT EXPULSION, SUSPENSION, OR DISCIPLINARY ACTION OR OTHER ACTION INVOLVING PUPIL RECORDS (ED CODE 35146; 48912(B); 48918(C)

ATTACHMENTS: EXPULSIONS LETTER

FUNDING SOURCE: N/A

DISCUSSION:
The atteched are Student Expulsion, Suspension, or Disciplinary Action or Other Action Involving Pupil Records (Ed Code 35146; 48912(b); 48918(c). The following cases are presented for discussion during closed session. Action will be taken upon reconvening to open session.

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

BOARD GOAL:

- ☐ 1. **Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
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- ☒ 3. **Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the expulsion cases.**

PROPOSED ACTION: **APPROVE**

Item #: D

Educating Minds, Inspiring Futures

CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

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(559) 528-3172
www.cojusd.org

Date: October 27, 2025

TO: Micaela Macareno, Executive Assistant to the Superintendent

FROM: Elisa Arellano, Secretary

CC: Sunsie Tumacder, Director of Student Services

RE: Expulsion(s) cases with recommendation. Request for the items to be added to the November 13, 2025, board meeting.

Suspended/Expulsion Case(s) #:	Recommendation of Administrative Hearing to:
2025-2026-Transfer	Suspended/Expulsion

Thank you.