#### Cuyama Joint Unified School District

2300 Highway 166, New Cuyama, California 93254 (661) 766-2482 • FAX: (661) 766-2255

Cuyama Joint Unified School District

Notice of Public Hearing September 23, 2025 6:00 P.M.

For the 2025-2026 Instructional Materials Resolution

Cuyama Joint Unified School District 2300 Highway 166 New Cuyama, CA 93254

#### Agenda:

Notice is hereby given that the board of trustees will take action on the Instructional Materials Resolution for 2025-2026, and all interested stakeholders are given the opportunity to comment on the 2025-2026 resolution at the public hearing.

This notice posted on Saturday, September 13, 2025

#### Cuyama Joint Unified School District

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Distrito Escolar Unificado Conjunto de Cuyama

Aviso de audiencia pública septiembre 23 del 2025 6:00 P.M.

Para la Resolución de Materiales de Instrucción 2025-2026

Distrito Escolar Unificado Conjunto de Cuyama 2300 Carretera 166 New Cuyama, CA 93254

#### Agenda:

Por la presente se notifica que la mesa directiva del distrito escolar unificado conjunto de Cuyama tomará medidas sobre la Resolución de Materiales de Instrucción para el 2025-2026, y todas las partes interesadas tienen la oportunidad de comentar sobre la resolución 2025-2026 en la audiencia pública.

Este aviso publicado el Sábado, 13 de septiembre del 2025

Pg. A

#### **RESOLUTION #2025: 21**

### RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS FISCAL YEAR 205-2026

Whereas, the Board of Trustees of the Cuyama Joint Unified School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 23, 2025, at 6:00 p.m. which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

Whereas, the Board of Trustees provided notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board of Trustees encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the Cuyama Joint Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Cuyama Joint Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

*Whereas*, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core Standards adopted pursuant to Education Code 60605.8

*Whereas*, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks is provided to each student, including each English learner, in the following subjects:

- o Mathematics
- o Science
- o History-social science
- o English language arts
- o English language development, component of an adopted program
- o Health

Whereas, laboratory science equipment is available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2025-2026 school year, the Cuyama Joint Unified School District, has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 23<sup>rd</sup> day of September 2025 at a special board meeting of the Board of Trustees of the Cuyama Joint Unified School District by the following vote:

AYES:	NOES:
ABSENT:	

Jeffrey Mitchell, President Board of Trustees Cuyama Joint Unified School District

#### Cuyama Joint Unified School District

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#### Revised Expanded Learning Opportunities Plan TK-6th Grade

September 9, 2025

Purpose:

The Expanded Learning Opportunities Program (ELOP) provides funding to establish afterschool, summer school, and intersessional instructional opportunities for students.

#### Plan Summary:

- 1. Enrollment will prioritize low-income students, but all TK-6th grade students are eligible to participate.
- 2. The District will provide after-school programs for TK-6th grade students on school days, as well as 30 non-school days (summer school or intersessional days). Programs will be available to any student who requests them, provided the District continues to receive funds.

#### Funding:

Funds are appropriated annually based on P-2 ADA and the Unduplicated Pupil Percentage (UPP).

#### Planned Use of Funds:

- 1. After-school tutoring
- 2. Saturday tutoring/sessions
- 3. Tutoring during school breaks
- 4. Summer school equipment, materials and supplies
- 5. Summer school session
- 6. Summer school tutoring
- 7. Tutoring materials for both summer school and school days
- 8. Summer school enrichment vendor(s) visits
- 9. Other allowable uses

#### **Expense Tracking:**

The Business Office will track all expenditures to ensure proper use of funds, utilizing the District's coding system.

#### TENTATIVE AGREEMENT

## BETWEEN THE CUYAMA JOINT UNIFIED SCHOOL DISTRICT

#### AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CUYAMA CHAPTER #288

**JULY 1, 2025 – JUNE 30, 2028** 

(August 15, 2025)

This Tentative Agreement is entered into by and between the Cuyama Joint Unified School District ("District") and the California School Employees Association and its Cuyama Chapter No. 288 ("Association") and is dated August 15, 2025 for purposes of reference only. As a result of negotiations, the District and the Association have revised the articles as set forth below.

PREAMBLE

[Status Quo]

ARTICLE 1
RECOGNITION

[Status Quo]

#### ARTICLE 2 MEMBERSHIP DUES DEDUCTION

[Status Quo]

#### ARTICLE 3 ASSOCIATION RIGHTS

- A. CSEA shall have the following organizational rights:
- 1. Right of access at reasonable times to areas in which employees work.
- 2. The right to use, without charge, designated bulletin boards and mailboxes. The CSEA chapter president or designee shall be allowed to use District telephones during non-working hours for CSEA business calls provided there is no additional cost to the District for such calls.
- 3. The right to reasonable use, without charge; of District-owned office and audiovisual equipment, facilities, and buildings, except that charges may be levied for any supplies used or for any building or facility used for which the general public would be charged for use.
- 4. Once each year, and upon written request, the District shall provide CSEA with the following information that is relevant and necessary for the Exclusive Representative to represent its bargaining unit members under the Educational Employment Relations Act. This information shall include in alphabetical order, employee's name, initial hire date, classification, whether the employee is full-time

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or part-time, number of months employed (10 or more months), job site, and current classified salary schedule. Unless voluntarily consented to by an employee represented by CSEA, the social security numbers, personal addresses, and personal telephone numbers will not be released by the District.

- 4. The Right of Access to New Employee Orientations: In accordance with Government Code 3556, the District will email the Association with no more than a ten (10) day notice of new employee orientation for bargaining unit employees. Under certain unanticipated circumstances, a shorter period may be appropriate. The notice will include the name, hire date, position, and work site of the employee.
- a. "New employee orientation" means the on-boarding process for newlyhired bargaining unit employees as set forth in Government Code 3555.5 (b)(3). The Parties agree to the following procedure:
  - i. The Chapter President, or designee will be given up to thirty (30) paid minutes to meet with the group of new hires for orientation. If a group meeting is not scheduled, the Chapter President, or designee, will be allotted fifteen (15) paid minutes to meet with the new hire(s) within thirty (30) days of employment. The District will email the Association if there are no new hires.
  - ii. The Chapter President will inform the District Superintendent via email at least two (2) days in advance of the orientation, if a designee will conduct the orientation and the name of the designee. Under certain unanticipated circumstances, a shorter period may be appropriate.
  - iii. The orientation will be held on District Property during the workday of the new hire(s) who will be on paid time. The Association Labor Relations Representative may also attend the orientation session or meeting with employees. District Administrators, supervisors, and/or human resource personnel will not participate in the Association presentation.
  - iv. If the orientation process does not include a designated meeting, the District and Association will meet and agree on the structure, time, and manner of access to the new-hire in accordance with Government Code Sections 3555.5 and 3556.
  - v. The Association membership material will be provided by the Association to the new hire during the orientation or individual meeting.
- 5. Bargaining Unit Employee Information: To the extent required by Government Code Section 3558, and Sections 6207 and 6254.3, the District will provide the Association with the contact information for each newly-hired bargaining unit employee within thirty (30) days of hire or by the first pay period of the month following hire. The contact information will be sent to the

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August 15, 2025

Association via the designated secure FTP site. The required information will be provided regardless of whether a new employee was previously employed by the District.

- a. Required Contact information: Full name, job title, department, work location, work phone number, home phone number, and cellular number, personal email address on file with the District, and home address
- b. To the extent required by Government Code Section 3558, and Sections 6207 and 6254.3, the District will provide the Association with the contact information listed above for bargaining unit employees every 120 days on the last working day of September, January, and May. The contact information will be sent to the Association via the designated secure FTP site.
- 6. The right to receive, without charge, one copy of the Board of Trustees' agenda with any pertinent non-confidential supporting information.
- 7. The right to receive a copy of the preliminary District budget for the ensuing year at the time it is forwarded to the Board of Trustees, the adopted budget at the time it is adopted, and any adopted revisions to the budget during the budget year.
- 8. The right to review, at reasonable times, other non-confidential materials in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining agent.
- 9. A maximum of one unit member shall be granted release time to attend the CSEA annual conference. Such leave shall not exceed five days and shall be requested by the designated attendees at least 30 days prior to the date of commencement of such leave.
- 10. Any time the District appoints an advisory committee that includes a representative of CSEA, CSEA may select the representative.
- 11. The District acknowledges that it may not meet and negotiate or enter into any written agreements over matters within the scope of representation with any organization other than CSEA concerning rights of employees.
- 12. The District shall provide each present unit member and all new unit members with a copy of this Agreement.
- 13. All references made to "release time" in this Agreement shall be understood to be in paid status.
- 14. The right to have reasonable release time for negotiation of the Agreement. Such release time shall be limited to those employees who are designated members of the CSEA Bargaining Team.

- 15. The right for swing shift employees to receive release time to attend chapter meetings.
- 16. The right to select job stewards.

#### ARTICLE 4 EMPLOYEE RIGHTS

[Status Quo]

#### ARTICLE 5 GRIEVANCE PROCEDURE

[Status Quo]

#### ARTICLE 6 HOURS AND OVERTIME

[Status Quo]

#### ARTICLE 7 COMPENSATION AND HEALTH BENEFITS

Note: This note is explanatory and will not appear in the final Collective Bargaining Agreement. The Parties recognize that salary schedules and related economic provisions must reflect the most accurate revenue information available. For the sole purpose of preserving flexibility on compensation matters while California's 2025-2026 state budget is finalized, this TA leaves Article 7 (Compensation and Health Benefits) temporarily open. Once the State's enacted budget and resulting District revenues are confirmed, the Parties will immediately resume 2025-2026 negotiations for Article 7 (Compensation and Health Benefits).

#### **ARTICLE 8 HOLIDAYS**

A. <u>Scheduled Holidays</u>: The District agrees to provide employees with the following paid holidays:

New Year's Day - January 1 Martin Luther King's Birthday Lincoln Day - February

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President's Day (Washington)
Memorial Day
Juneteenth (retreactive to June 2021)
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

A day in lieu of Admissions Day (this day will be mutually determined by the end of school year, when possible, or as soon thereafter prior to publication of the school calendar)

#### B - F: No Changes.

**ARTICLE 9 VACATION** 

[Status Quo]

ARTICLE 10 LEAVES

[Status Quo]

ARTICLE 11 SAFETY

[Status Quo]

ARTICLE 12 PROMOTIONS

[Status Quo]

ARTICLE 13 SEVERABILITY

[Status Quo]

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#### ARTICLE 14 MANAGEMENT RIGHTS

[Status Quo]

#### ARTICLE 15 CONCERTED ACTIVITIES

[Status Quo]

#### ARTICLE 16 ENTIRE AGREEMENT

[Status Quo]

#### **ARTICLE 17**

#### **DURATION**

- A. This Agreement shall remain in full force and effect from July 1, 2025 through June 30, 2028 July 1, 2020, through June 30,2023.
- B. For the 2021-2022 and 2022-2023 2026-2027 and 2027-2028 school years, the parties may reopen and negotiate two (2) unspecified articles in this Agreement in addition to Article 7 (Compensation and Health Benefits). In order to fulfill the public notice requirements under the California Government Code, either party may present their initial proposals for reopened negotiations and/or a successor agreement in time to allow for negotiations to commence prior to July 1. Negotiations between the parties shall commence as soon as the public notice provisions of the law have been completed.

#### **OTHER MATTERS**

- 1. The Parties agree to cooperate in preparing a final agreement that will contain the agreements set forth in this Tentative Agreement.
- 2. The Parties acknowledge and agree that there may be certain language clean-up of a non-substantive nature that will be corrected in the final agreement. The Parties must mutually agree to any clean-up requests or the change shall not be made.
- 3. This Tentative Agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

This Tentative Agreement is subject to ratification by the California School Employees Association Chapter #288 membership and approval by the Cuyama Joint Unified School District Board of Trustees.

#### **RECOMMENDED FOR RATIFICATION**

CUYAMA JOINT UNIFIED SCHOOL DISTRICT

CSEA No. 288

August 15, 2025

Alfonso Gamino Superintendent August 15, 2025

Mary Jo Harrington Chapter Secretary

Diane Wilkinson

CSEA Labor Relations Rep

#### Cuyama Joint Unified School District

2300 Highway 166, New Cuyama, California 93254 (661) 766-2482 • FAX: (661) 766-2255

#### Proposition 28 – Visual & Performing Arts Plan

School Year: 2025-2026

#### **Program Objectives:**

To increase student achievement through the arts and to engage students in school through the arts and music. Students to learn to think creatively and solve problems. For students to learn to work together and to build confidence in the arts and playing a musical instrument.

#### The Goal of the Program:

The goal of the program is to bring the arts and music to the district by bringing in certificated or classified staff to provide arts and music (at least 80% budget) exposure, and teaching students. Up to 20% may be for the arts education support, such as training, supplies, materials, repair of district instruments, and arts education partnership programs. The intent is to provide Arts and Music program in our schools, and these programs are in addition to, not supplementing current program.

#### **Program Description:**

The district will temporarily hire certified or classified staff and/or vendors such as educational partners to provide instruction in music instruction, music exposure, and music presenters. Arts instruction through with potential partnership programs and will repair current instruments, buy materials that will be aligned with the music and/or instructional program.

#### Collaborative Process:

The district met with teachers in October of 2024, at the CVHS library to receive input on ideas on how to best utilize these funds in the district. The district will meet with teachers at a staff meeting on September 15, 2025, to inform the staff of this opportunity. The district will also inform classified staff of this opportunity.

#### Site Budget Allocation:

District allocation (Small and rural district): \$63,475.00

# Program Budget: Funds will go towards certificated or classified staff to provide arts education instruction. Other partners may provide this instruction as well. Administrative costs (Less than 1%) at \$600.00 Any additional funds received will expended in this manner.

Approved by:		
Superintendent/Principal	Date	-2
County Administrator	 Date	-

#### Proposition 28: Arts and Music in Schools Funding Annual Certification Requirements

Name: Cuyama Joint Unified CDS Code: 4275010-0000000 Allocation Year: 2024-25

As a condition of receipt of funds pursuant to <u>Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code (EC)</u> (Section 8820 et seq.), subdivision (g) of EC Section 8820 requires a local educational agency to annually certify to the following:

- (1) Certify that all Arts and Music in Schools funds received in the current fiscal year will be used to provide arts education programs, and that Arts and Music in Schools funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs unless waived pursuant to subdivision (h) of EC Section 8820.
- (2) Certify that such funds received in the current fiscal year will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.
- (3) Certify that no more than 1 percent of funds received in the current fiscal year will be used for a local educational agency's administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.

Submission Date

9/8/2025 1:19:42 PM

## Proposition 28: Arts and Music in Schools Funding Annual Report

#### Fiscal Year 2024-25

Name: Cuyama Joint Unified CDS Code: 4275010-0000000 Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

The district spent money on metal for our high school students in a metal arts project.

2. Number of full-time equivalent teachers (certificated).

0.0

3. Number of full-time equivalent personnel (classified).

0.0

4. Number of full-time equivalent teaching aides.

0.0

5. Number of students served.

30

6. Number of school sites providing arts education.

9/26/2024 12:00:00 AM

Date of Approval by Governing Board/Body

**Annual Report Data URL** 

http://www.cuyamaunified.org

**Submission Date** 

9/8/2025 1:13:56 PM



Arts and Music in Schools (AMS)

Home / Waiver Request

Name: Cuyama Joint Unified CDS Code: 4275010-0000000

# Proposition 28: Arts and Music in Schools Funding

# Waiver Request

# Fiscal Year 2024-25

California Education Code (EC) Section 8820(h)—The California Department of Education paragraph (1) of subdivision (g) upon written request from the local educational agency (CDE) may, for good cause shown, provide a waiver from the requirement pursuant to

(prop28@cde.ca.gov), but the format below is encouraged to allow CDE to best make the \* LEAs may submit a written waiver request outside of this form to the Prop28 inbox determination of "good cause shown"

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CDE Feedback	Not Available	Returned Thank you for your waiver
Status	In Progress	Returned
Function	Create	Edit
Year	2024-25	2023-24

Prop28@cde.ca.gov if you provides the CDE to waive 80% of the AMS allocation LEA serves (less than 500 submission, but based on the number of pupils your the requirement to utilize obligated to comply with to employ certificated or classified employees as pupils), your LEA is not have further questions. the requirement for EC Code (EC) 8820(9)(1). 8820(g)(1), we cannot detailed in Education approve your waiver Please reach out to request at this time. Since statute only

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