



Amended Agenda  
Noted on pages 2 & 10  
May 17, 2024

BOARD OF EDUCATION  
REGULAR MEETING  
2309 TULARE STREET  
BOARD ROOM, SECOND FLOOR  
FRESNO, CA 93721-2287  
[board.fresnounified.org](http://board.fresnounified.org)

**AGENDA**  
**WEDNESDAY, MAY 22, 2024**  
**\*4:30 P.M. (CLOSED SESSION) \*5:45 P.M. (OPEN SESSION)**

\*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Please note: Parking will be available for Board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets – entrance on "N" street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Items prohibited in the Board of Education Room are as follows: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents for discussion at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids, or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before or during the Board's consideration of the item.

In accordance with Board Bylaw 9322, students and parents/guardians may request that directory information or personal information (as defined in Education Code 49061 and/or 49073.2) be excluded from the minutes by making a request in writing to the Interim Superintendent or Board Clerk.

Public materials are available for public inspection at our website at: [board.fresnounified.org](http://board.fresnounified.org)

TRANSLATION SERVICES: Available in Spanish and Hmong in the meeting room upon request.

**\*4:30 P.M.**

**OPPORTUNITY** for Public Comment on Closed Session Agenda Items.

**RECESS** for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Notice of Board Subcommittee Recommendations on Complaint Appeals - (Government Code section 54957).
4. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
5. Public Employment/Appointment (Government Code Section 54957).
  - a. Executive Director
  - b. Principal
  - c. Superintendent
6. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
  - a. Stephen Davis v. Fresno Unified School District, et al; Fresno County Superior Court Case No. 12 CECG03718
  - b. **BKK Working Group Tolling Agreement**
7. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
  - a. Karen Avitabile v. Fresno Unified Workers' Compensation  
Fresno Unified Case No. WC08-0402-8908
  - c. Receipt of a Claim Pursuant to the Government Claims Act  
Claim GL23-1021-11402

**\*5:45 P.M., RECONVENE** and report action taken during Closed Session, if any.

#### **PLEDGE OF ALLEGIANCE**

Students from Edison High School will lead the flag salute.

#### **HEAR Reports from the Student Advisory Board**

The Board has provided an opportunity to hear comments/reports from Student Advisory Board representatives. Contact person: Natasha Baker, Ed.D., telephone 457-3731.



## HEAR Report from Interim Superintendent

### BOARD/INTERIM SUPERINTENDENT COMMUNICATION

#### OPPORTUNITY for Public Comment on Consent Agenda Items

**ALL CONSENT AGENDA** items are considered routine by the Board of Education and will be acted upon by one motion. There will be no separate discussion of items unless a Board member requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

#### **A. CONSENT AGENDA**

##### **A-1, APPROVE Personnel List**

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

##### **A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board**

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular Board Meeting held May 08, 2024. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

##### **A-3, APPROVE Meeting Minutes**

Included in the Board binders are draft minutes for the April 24, 29, May 01, and May 03, 2024, Board of Education regular, workshop, and special meetings, respectively. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Interim Superintendent, Mao Misty Her, telephone 457-3884.

##### **A-4, ADOPT Resolution 24-57, Recognizing May 2024, as Asian American and Pacific Islander Heritage Month**

Included in the Board binders is a resolution commemorating the observance of Asian American and Pacific Islander Heritage Month. The month of May is an opportunity to recognize the contributions made by Asian American, Native Hawaiian, and Pacific Islanders to the United States and celebrate their heritage and culture. Fresno Unified School District hereby proclaims May 2024 as Asian American and Pacific Islander Heritage Month. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

**A-5, APPROVE Budget Revision No. 4 for Fiscal Year 2023/24**

Included in the Board binders is Budget Revision No. 4 for fiscal year 2023/24. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 4 includes adjustments for updated information and necessary adjustments to support the acceptance of various grant awards. The Interim Superintendent recommends approval. Fiscal impact: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$125.8 million at June 30, 2024. Contact person: Patrick Jensen, telephone 457-6226.

**A-6, APPROVE Reclassification of School Office Manager IV from Supervisory to Classified Management, Revised Job Description for School Office Manager IV, Revised Classified Management Daily Salary Schedule 260 Duty Days, and Revised Supervisory Hourly Salary Schedule**

Included in the Board binders are the Revised School Office Manager IV Job Description, the Revised Classified Management Daily Salary Schedule 260 Duty Days, and Revised Supervisory Hourly Salary Schedule. Reclassification of School Office Manager IV is from Supervisory, designated non-exempt, placed S-39 to Classified Management, designated exempt, placed E-13. This reclassification eliminates the School Office Manager IV from the Supervisory Hourly Salary Schedule. It also reflects reclassification and grade movement retroactive to May 01, 2024. The reclassification allows for recruitment and retention for High School Office Managers. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3713.

**A-7, APPROVE the 2023/24 Salary Schedule Revisions – Operations Hourly Salary Schedule Reflecting 8.5% Increase**

Included in the Board binders is the revised 2023/24 Operations Hourly Salary Schedule. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3713.

**A-8, APPROVE Agreement with City of Fresno for Summer Swim Program at Fresno Unified School District Pools**

Included in the Board binders is an agreement with the City of Fresno for use of Fresno Unified School District pools for a city-operated summer swim program commonly referred to as "Blue Space." The program will operate June 15, 2024, through July 28, 2024. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the estimated amount of \$116,632 for the cost of pool chemicals, custodial supplies, utility costs and personnel overtime coverage related to the program are available in the Extended Learning Department budget. Contact person: Paul Idsvoog, telephone 457-3134.

**A-9, APPROVE Agreement with Aetna Life Insurance for Open Choice Preferred Provider Organization Plan**

Included in the Board binders is an agreement with Aetna Open Choice Preferred Provider Organization plan for dependents of our retirees who are not Medicare eligible. The agreement is for an eighteen-month period, effective July 01, 2024, through December 31, 2025. An estimated increase of \$6,305,010 in the agreement is available in the Internal Service Health Fund. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$6,305,010 are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

**A-10, APPROVE Agreement with Intellias, Inc.**

Included in the Board Binders is an agreement with Intellias, Inc. to migrate the District's Human Resources, Payroll, and Benefits over to Infor CloudeSuite. The process will be in two phases with a total estimated cost of \$1.84 million. The agreement period is July 01, 2024, through June 30, 2026. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,843,275 are available in the Unrestricted General Fund. Contact person: Patrick Jensen, telephone 457-6226.

**A-11, APPROVE Amendment to the Agreement with the Deaf and Hard of Hearing Service Center**

Included in the Board binders is the amendment letter and original board approved service agreement with the Deaf and Hard of Hearing Service Center (DHHSC). The Deaf and Hard of Hearing Service Center provides American Sign Language service to students across Fresno Unified. There are currently 235 students that are Deaf and Hard of Hearing. With 7 of the 13 positions vacant, there are not enough ASL interpreters to provide timely service to students. This agreement amendment will ensure that all students receive the appropriate services in a timely manner. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$100,000 are available in the General Fund. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

**A-12, APPROVE Amendment No. 4 to the Agreement with Pinnacle Training Systems, LLC.**

Included in the Board Binders is amendment No. 4 to the agreement with Pinnacle Training Systems, LLC, providing personal training and behavior modification services. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$309,740, \$315,934, and \$322,253 are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

**A-13, APPROVE Amendment to the Agreement with Presence Learning**

Included in the Board binders are the amendment letter and original Board approved service agreement with Presence Learning. In Fresno Unified, 6,771 students are currently benefiting from speech services. To aid the Special Education Department in serving these students, Presence Learning provides up to 30 Speech Language Pathologists (SLPs). Speech services are included in a student's Individualized Educational Program. As per the California Department of Education guidelines, a Local Education Agency should aim for an average caseload of 55 students per one Speech Language Pathologist. According to the Special Education Department's position control, Fresno Unified currently has 77 filled SLP positions. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$655,200 are available in the General Fund. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

**A-14, APPROVE Renewal Agreement with Delta Health Systems/TeamCare**

Included in the Board Binders is a renewal agreement for two years with Delta Health Systems/TeamCare for employee wellness program administrative services. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$188,370 and \$197,788 are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

**A-15, APPROVE Renewal Agreement with Infor (US), LLC, CloudSuite**

Included in the Board binders is an agreement between Fresno Unified School District and Infor (US), LLC to upgrade the district's Infor system (Personnel/Payroll) from version 10 to the cloud. The agreement period is July 01, 2024, through June 30, 2029. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$450,000 are available in the General Fund. Contact person: Patrick Jensen, telephone 457-6226.

**A-16, APPROVE Submission of 2024 Teacher Quality Partnership Grant Application**

Included for Board consideration and approval is a request to write a grant application to the Federal Department of Education- 2024 Teacher Quality Partnership Grant. The \$10 million grant proposes to enroll 225 candidates over the five project years in a multiple or single subject program with bilingual, transitional kindergarten (TK), special education, mathematics, or science pathways in partnership with Fresno State University. Enrolled residents commit to work in classroom settings for a minimum of four years after the candidate obtains their preliminary credential. The Interim Superintendent recommends approval. Fiscal impact: The grant award can be up to \$2 million each year, over the five project years for a total of \$10 million from 2024/25 to 2028/29. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

**A-17, APPROVE a Purchase and Sale Agreement with the City of Fresno and Authorize the Superintendent or her Designees to Sign the Agreement and Related Easement Deeds**

Included in the Board binders is information regarding the City of Fresno making improvements to the sidewalks and ramps along Cedar Avenue adjacent to Calwa Elementary School. This item authorizes the execution of a Purchase and Sale Agreement with the City of Fresno to sell the city small easements on Cedar Avenue adjacent to Calwa Elementary School which will allow the city to complete ADA compliance work on sidewalks and ramps adjacent to the school. The city will pay the district \$4200. The Interim Superintendent recommends approval. Fiscal impact: There is no cost to the district at this time. The City of Fresno will pay Fresno Unified School District \$4,200. Contact person: Paul Idsvoog, telephone 457-3134.

**A-18, APPROVE Award of Bid 24-66, Edison High School Athletic Field Improvements**

Included in the Board binders is information on Bid 24-66, Edison High School Athletic Field Improvements. The project consists of re-grading and adding new sod to the Junior Varsity Baseball infield and outfield, adding bullpens and batting cages, and additional outfield netting to prevent airborne baseballs from entering the Varsity Softball field. Also included in the project is adding electrical power to support the Varsity Football sound system, paving the parking lot between softball fields, and adding a concrete walkway from the campus to the athletic fields for improved access and ease of path of travel for students, staff, and visitors. Staff recommend award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc. (Fresno, California) \$1,268,796. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,268,796 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

**A-19, APPROVE Award of Bid 24-69, Exterior Painting at Various Sites**

Included in the Board binders is information on Bid 24-69, Exterior Painting at Various Sites. This project includes six bid sections to provide exterior painting at Eaton, Kratt, Lawless, and Malloch Elementary Schools, Yosemite Middle School, and Bullard High School this summer. The schools identified to be painted are the most in need based on year last painted and assessment of paint condition. Pacific Rim Painting Co. (Fresno, California) Section A Bullard High School \$319,450, Pacific Rim Painting Co. (Fresno, California) Section B Eaton Elementary School \$84,450, Fresh Style Painting (Manteca, California) Section C Kratt Elementary School \$74,000, Primal Paint, Inc. (San Jose, California) Section D Lawless Elementary School \$82,000, Primal Paint, Inc. (San Jose, California) Section E Malloch Elementary School \$76,000, Primal Paint, Inc. (San Jose, California) Section F Yosemite Middle School \$147,000. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$782,900 are available in the Measure M Budget. Contact person: Paul Idsvoog, telephone 457-3134.

**A-20, APPROVE Award of Bid 24-72, McLane High School New Gymnasium**

Included in the Board binders is information on Bid 24-72, McLane High School New Gymnasium. The project, as part of an ongoing effort to increase equity of athletic facilities throughout the district, will add a new 16,700 square foot gymnasium building with retractable bleachers which allows a 988-spectator capacity. The project includes the gym building, a lobby with snack bar and restrooms, two student support rooms, and exterior student restrooms with access to the tennis courts. In addition, the existing eight tennis courts and equipment will be upgraded and replaced, along with the addition of three outdoor basketball courts to support student athletics and family and community engagement. Staff recommend award to the lowest responsive, responsible bidder: Marko Construction Group, Inc. (Fresno, California) \$12,547,405. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$12,547,405 are available in the Measure M Budget. Contact person: Paul Idsvoog, telephone 457-3134.

**A-21, APPROVE Award of Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards**

Included in the Board binders is information on Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards. The project consists of moving and replacing the Varsity Baseball scoreboard and replacing the Varsity Softball scoreboard. Staff recommend award to the lowest responsive, responsible bidder: Flouresco Services, LLC an Everbrite Company (Fresno, California) \$273,856. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$ 273,856 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

**A-22, APPROVE Award of Bid 24-74, Hoover High School Varsity Baseball and Softball Scoreboards**

Included in the Board binders is information on Bid 24-74, Hoover High School Varsity Baseball and Softball Scoreboards. The project consists of replacing the Varsity Baseball scoreboard and Varsity Softball scoreboard. Staff recommend award to the lowest responsive, responsible bidder: A-Plus Signs, Inc. (Fresno, California) \$ 217,521. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$ 217,521 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

**A-23, APPROVE Award of Bid 24-78, Athletic Field Rehabilitation at Various Sites**

Included in the Board binders is information on Bid 24-78, Athletic Field Rehabilitation at Various Sites. The project is to replace/improve playground turf at Sunset and Tatarian Elementary Schools, Hamilton K-8 School and Tioga Middle School. The project includes rehabilitating ball fields, restoring running lanes, pitching mounds, batter boxes, and adding infield mix.

Staff recommend award to the lowest responsive, responsible bidder: Briner & Son, Inc. (Fresno, California) Section A Sunset Elementary School \$84,000, Section B Tatarian Elementary School \$211,000, and Section C Hamilton K-8 School \$430,000; Nish-ko, Inc. (Fresno, California) Section D Tioga Middle School \$436,009. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,161,009 are available in the Plant Operations Budget. Contact person: Paul Idsvoog, telephone 457-3134.

**A-24, APPROVE Award of Formal Quote, Trane Sentry Air Purifiers Installation at Various Sites**

Included in the Board binders is information on Formal Quote, Trane Sentry Air Purifiers Installation at Various Sites for the deployment and commissioning of 762 Trane Sentry air purifiers in libraries, gyms, and multipurpose rooms districtwide. Staff recommend award to the lowest responsive, responsible bidders: Cole Electric LLC (Clovis, California) for Section A \$455,000 and Lindsay Electric, Inc. (Clovis, California) \$685,000 for Section B. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,140,000 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

**A-25, APPROVE Proposed Revisions for Board Bylaws**

Included in the Board binders are proposed revisions for five Board Bylaws (BB) and one Exhibit (E) as follows:

- BB 9100 Organization
- BB 9250 Remuneration, Reimbursement and Other Benefits
- BB 9320 Meetings and Notices
- BB 9322 Agenda/Meeting Materials
- BB 9323.2 Actions by the Board
- E 9323.2 Actions by the Board

These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

**A-26, APPROVE Proposed Revisions for Board Policies**

Included in the Board binders are proposed revisions for eight Board Policies (BP) as follows:

- BP 0450 Comprehensive Safety Plan
- BP 1312.2 Complaints Concerning Instructional Materials
- BP 3515 School Safety and Security
- BP 5142 Safety
- BP 6143 Courses of Study
- BP 6161.1 Selection and Evaluation of Instructional Materials



- BP 6161.11 Supplementary Instructional Materials
- BP 6163.1 Library Media Centers

These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

**A-27, DENY Claim GL23-1021-11402**

Included in the Board binders is a Claim for Damages by a minor, case GL23-1021-11402. The Interim Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

**A-28, RATIFY Agreement with Nancy Akhavan Consulting, Inc. - Cambridge**

Included in the Board binders is an agreement between Cambridge Continuation High School and Nancy Akhavan Consulting, Inc. Cambridge Continuation High School's 21 teachers participated in subject-area-specific professional learning cycles and received one-on-one feedback and support through classroom observations. Additionally, the site's Instructional Leadership Team participated in professional learning to support the development and monitoring of goals; reflect on the site's unique needs; review high-yield instructional moves; explore content-area writing tasks; and plan next steps. The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$30,000 are available in the Cambridge Continuation High School Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

**A-28a, RATIFY Agreement with the Council of the Great City Schools**

Included in the Board binders is a two-year agreement with the Council of the Great City Schools to provide professional services and coaching support to the district's governing team and other district staff as needed. Services will include leadership training and support coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the district's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as mutually agreed upon. The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$100,000 are available in the Board Office budget. Contact person: Ambra O'Connor, telephone 457-3838.

**A-29, RATIFY Change Orders for the Projects Listed Below**

Included in the Board binders is information on Change Orders for the following projects:

Bid 22-01, Addams Elementary School Building Additions and Modernization  
Change Order 13 presented for ratification: \$11,372

Bid 22-40, Hoover High School Library Modernization  
Change Order 5 presented for ratification: \$73,685

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB)  
Change Order 2 (MPB) presented for ratification: \$67,818  
Change Order 2 (New Kindergarten Bldg., Admin and Library Mod)  
presented for ratification: \$85,514

Bid 23-73R, Edison High School Exterior Painting  
Change Order 1 presented for ratification: \$6,914

The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$238,389 are available in the Measure M Fund for Bids 22-01, 22-40, and 23-33 and \$6,914 is available in the School Facilities Fund for Bid 23-73R. Contact person: Paul Idsvoog, telephone 457-3134.

**A-30, RATIFY the Filing of a Notice of Completion**

Included in the Board binders is a Notice of Completion for the project which has been completed according to plans and specifications as follows:

Bid 23-73R, Edison High School Exterior Painting

The Interim Superintendent recommends ratification. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Paul Idsvoog, telephone 457-3134.

**END OF CONSENT AGENDA  
(ROLL CALL VOTE)**

**B. CONFERENCE/DISCUSSION AGENDA**

**\*6:15 P.M.**

**B-31, PRESENT and ADOPT Resolution 24-49, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2024/25**

Included in the Board binders is Resolution 24-49, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2024/25. The Interim Superintendent recommends adoption. Fiscal impact: There is no direct fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

**\*6:25 P.M.**

**B-32, PRESENT and ADOPT Resolution 24-50, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020 (Measure M), Series C, in the Aggregate Principal Amount of Not to Exceed \$60,000,000, Authorizing the Execution and Delivery of a Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto**  
Included in the Board binders is Resolution 24-50, which provides for the issuance and sale of Measure M General Obligation Bonds, Series C, in the aggregate principal amount of not to exceed \$60,000,000 and authorizes execution and delivery of related documents and actions. The bonds will be issued under Bond Law to provide funding for school facility improvements for which they are authorized under Measure M, for identified priority projects over the next approximately 18 months (information in Board binders). The Interim Superintendent recommends adoption. Fiscal impact: Funding source is Measure M, approved by the voter electorate at an election held on March 03, 2020. Contact person: Paul Idsvoog, telephone 457-3134.

**\*6:35 P.M.**

**B-33, PRESENT and ADOPT Resolution 24-51, Authorizing the Issuance and Sale of Refunding General Obligation Bonds for the Purpose of Refinancing 2010 Series E General Obligation Bonds and 2015 General Obligation Refunding Bonds, Authorizing the Execution and Delivery of an Escrow Agreement, Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto**  
Included in the Board binders is Resolution 24-51, which provides for the issuance and sale of 2024 Refunding General Obligation Bonds, in the aggregate principal amount of not to exceed \$53,000,000 and authorizes execution and delivery of related documents and actions, including a draft Escrow Agreement, Preliminary Official Statement and Bond Purchase Agreement (available for review in the Board office). The bonds will be issued to maintain the district's stable tax rate while providing savings to district taxpayers. The Interim Superintendent recommends adoption. Fiscal impact: Funding source is property taxes levied within the district as approved by the voter electorate in connection with the authorization of the prior bonds that will be refunded. The refunding will allow the district to maintain its stable bond tax rate while producing estimated savings of approximately \$3 million which will be passed through to the district's taxpayers. As required by the Government Code, the Refunding Bonds may only be issued if the refinancing of the prior bonds results in overall debt service savings, which will be passed along to the district's taxpayers. Contact person: Paul Idsvoog, telephone 457-3134.

**\*6:45 P.M.**

**B-34, PRESENT and DISCUSS the State's May Revised Budget Proposal**

Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2024/25 by Friday, May 10, 2024. On May 22, 2024, staff will present updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

**C. RECEIVE INFORMATION & REPORTS**

**C-35, RECEIVE The Fresno Unified School District Third Quarter Investment Report for Fiscal Year 2023/24**

Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of March 31, 2024, Fresno Unified School District compliant with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

**UNSCHEDULED ORAL COMMUNICATIONS**

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. The card must be submitted before the Board President announces unscheduled oral communications.

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

Members of the public with questions on school district issues may submit them in writing. The Board will automatically refer to the Interim Superintendent any formal requests brought before them at this time. The appropriate staff member will furnish answers to questions.

**D. ADJOURNMENT**

**NEXT SCHEDULED REGULAR MEETING  
WEDNESDAY, JUNE 12, 2024**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-1**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Approve Personnel List**

**ITEM DESCRIPTION:** Included in the Board binders is the Personnel List, Appendix A, as submitted.

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Malati Gopal

**DIVISION:** Human Resources

**PHONE NUMBER:** (559) 457-3713

**CABINET APPROVAL:** David Chavez,  
Chief of Human Resources/Labor Relations

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



## BOARD OF EDUCATION APPENDIX A 1

A-1

## Fresno Unified School District

Date: May 22, 2024

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2023-2024.

## ELECTIONS

## Classified Personnel

1085946	Anderson	Amanda	Paraprof, Extensive Support Needs	Fremont Elementary	4/29/2024
1074521	Arteaga	Vanessa	Paraprof, Extensive Support Needs	Mccardle Elementary	5/1/2024
1085955	Chagolla	Destiny	Paraprof, Extensive Support Needs	Holland Elementary	4/26/2024
1083343	De La Riva	Biridiana	Paraprof, Instructional Asst	Robinson Elementary	4/16/2024
1085298	Diaz-barriga	Alan	Paraprof, After Schl/Ext Day	Yokomi Elementary	4/19/2024
1074814	Escamilla Leon	Norma	Paraprof, Child Development	Mayfair Elementary	5/20/2024
1053062	Garcia	Stephanie	Paraeducator, Community Based	Powers Elementary	5/16/2024
1074201	Gomez	Maribel	Specialist, Primary Lang Instr	Parent Involvement Office	4/23/2024
1085957	Gonzales	Daniel	Specialist, Hum Res Data II	Human Resources	5/1/2024
1082448	Gonzales	Melinda	Paraprof, Extensive Support Needs	Malloch Elementary	5/20/2024
1085984	Goto	Yuna	Lead, After Schl/Ext Day	Balderas Elementary	5/1/2024
1083298	Guajardo	Paula	Paraprof, Extensive Support Needs	Mclane High School	4/16/2024
1074896	Lopez	Vanessa	Paraprof, Early Chldhd Mil/Mod Support Needs	Storey Elementary	4/2/2024
1085806	Martinez	Sheila	Paraprof, After Schl/Ext Day	Kratt Elementary	5/1/2024
1085983	Martinez Pino	Arnoldo	Supervisor, School Food Serv	Packaging Center	5/20/2024
1085998	Matthews	Amesha	Paraprof, Early Chldhd Mil/Mod Support Needs	Wolters Elementary	5/2/2024
1076014	Ramos Espinoza	Beatriz	Paraprof, Mild/Moderate Support Needs	Roeding Elementary	5/6/2024
1085985	Rivera	Counstansea	Lead, After Schl/Ext Day	Burroughs Elementary	5/1/2024
1086007	Rodriguez	Alainey	Paraprof, After Schl/Ext Day	Wishon Elementary	5/13/2024
1085997	Saldivar	Sabrina	Paraprof, After Schl/Ext Day	Anthony Elementary	5/6/2024
1085994	Sanourath	Charstar	Paraprof, After Schl/Ext Day	Ayer Elementary	5/13/2024
1082661	Silva	Sandra	Paraeducator, DHH Sign	Norseman Elementary	4/16/2024
1085942	Tune	Ashley	Paraprof, Extensive Support Needs	Holland Elementary	4/24/2024
1076740	Valdez	Patricia	Nutrition Services Assistant	Food Services	5/15/2024
1083449	Vang	Bong	Custodian	Columbia Elementary	5/6/2024
1086011	Vang	Emily	Paraprof, Extensive Support Needs	Powers Elementary	5/22/2024
1085941	Venegas	Ana	Paraprof, Child Development	Lincoln Elementary	4/29/2024
1086004	Verduzco	Martha	Paraprof, After Schl/Ext Day	Addams Elementary	5/6/2024
1086001	Vorn	Sovanny	Lead, After Schl/Ext Day	Mayfair Elementary	5/6/2024
1085647	Xiong	Tou	Paraprof, Instructional Asst	Anthony Elementary	4/16/2024

## Management Classified

1079315	Logan	Joshua	Dist Supv II, Food Services	Packaging Center	4/29/2024
1086012	Cosby	Daquan	Nurse, Vocational License	Health Services	5/20/2024

1085995	Villanueva	Angel	Nurse, Vocational License	Health Services	5/1/2024
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## RESIGNATIONS OR RETIREMENTS

Individuals who are redlined on this document are those who had a supplemental contract which was terminated. However, these individuals are still active employees with a permanent primary position.

### Certificated Personnel

1020273	Alvarado	James	Teacher, Senior High	Sunnyside High School	5/30/2024
1076584	Anthony	Jamie	Teacher, Senior High	Fresno High	5/30/2024
1070694	Aristakessian	Ashkhen	Teacher, Senior High	Fresno High	5/30/2024
1066002	Avalos	Jessica	Teacher, Senior High	Sunnyside High	5/30/2024
1013417	Baker	Keith	Teacher, Je Young Academic	Independent Study	5/31/2024
1078607	Bates	Brandon	Teacher, Senior High	Sunnyside High School	5/30/2024
1074495	Batty	Leslie	Teacher, Senior High	Sunnyside High	5/30/2024
1082487	Benson	Shawn	Teacher, Lrng Hndcp, Sdc	Phoenix Secondary	6/30/2024
1034699	Blunt	Kate	Teacher, Elementary	Manchester Gate	6/6/2024
1027352	Braun	Kristie	Teacher, Je Young Academic	Independent Study	5/31/2024
1078119	Bull	Sarah	Teacher, Senior High	Sunnyside High	5/30/2024
1038712	Burkhart	Bobbi	Teacher, Senior High	Sunnyside High School	5/30/2024
1044797	Cadenas	Adriana	Teacher, Senior High	Roosevelt High	5/31/2024
1062320	Carrillo	Elijah	Teacher, Senior High	Roosevelt High	5/31/2024
1035651	Castanon-Arreola	Nannette	Teacher, Senior High	Sunnyside High School	5/30/2024
1066685	Cosio	Yazmin	Teacher, Senior High	Sunnyside High School	5/30/2024
1014564	Cosma	Mario	Teacher, Senior High	Roosevelt High School	5/31/2024
1019905	Dias	Rita	Teacher, Senior High	Fresno High	5/30/2024
1070218	Diaz	Michael	Teacher, Elementary	Ericson Elementary	8/1/2024
1069117	DiPirro	Joseph	Teacher, Senior High	Roosevelt High	5/31/2024
1033775	Dunn	James	Teacher, Senior High	Fresno High	5/30/2024
1032274	Espinosa	Ernest	Teacher, Senior High	Fresno High	5/30/2024
1004078	Estrada	Barbra	Teacher, Middle, eLearn Academy	eLearn Academy	5/29/2024
1047154	Fairless	Emily	Specialist, Resource, Sp Ed	Edison High	5/31/2024
1010607	Fargano	Jacquelyn	Teacher, Senior High	Edison High	5/31/2024
1040993	Felton	Stanley	Teacher, Lrng Hndcp, Sdc	Fresno High	5/30/2024
1083954	Fereshetyan	Anay	Teacher, Spec Assgn	Teacher Development	6/28/2024
1025897	Flores	Leslie	Teacher, Senior High	Fresno High	5/30/2024
1036652	Garcia	Duran	Teacher, Senior High	Sunnyside High	5/30/2024
1078086	Gasca	Jessica	Teacher, Senior High	Roosevelt High	5/31/2024
1004374	Goodhard-Gonzalez	Stacey	Specialist, Resource, Sp Ed	Fresno High School	5/30/2024
1049756	Grijalva	Christi	Teacher, Senior High	Sunnyside High	5/30/2024
1008746	Haynes	Catherine	Teacher, Senior High	Edison High School	5/31/2024
1060895	Joy	Alenya	Teacher, Vocational Education	Bullard High School	6/6/2024
1042889	Kosmosky	Michelle	Teacher, Senior High	Fresno High	5/30/2024
1044022	Lopez-Galicia	Gerardo	Teacher, Senior High	Roosevelt High School	5/31/2024
1080442	Macias	Jasmine	Teacher, Autistic, Sdc	Homan Elementary	6/14/2024
1082682	Moua	Casandra	Teacher, Senior High	Bullard High School	6/6/2024
1011489	Mrkaich	Gary	Teacher, Senior High	Edison High	5/31/2024
1081364	Munoz	Clara	Teacher, Senior High	Sunnyside High School	5/30/2024
1075909	Nielsen	Alice	Teacher, Senior High	Edison High School	5/31/2024
1037083	Pena	Lisa	Teacher, Senior High	Sunnyside High	5/30/2024



1071608	Pilippange	Shalika	Teacher, Lrng Hndcp, Sdc	Roosevelt High School	7/31/2024
1070885	Pot	Sarah	Teacher, Senior High	Roosevelt High School	5/31/2024
1043357	Price	Sara	Teacher, Senior High	Sunnyside High School	5/30/2024
1030841	Reed	Jennifer	Teacher, Senior High	Fresno High	5/30/2024
1068930	Revis	Tyler	Teacher, Senior High	Roosevelt High School	5/31/2024
1051359	Rhodes	Heather	Specialist, Resource, Sp Ed	Roosevelt High School	5/31/2024
1040859	Rubalcaba	Michael	Teacher, Je Young Academic	Independent Study	5/31/2024
1042063	Sanchez De Gann	Rosa	Teacher, Senior High	Sunnyside High	5/30/2024
1065117	Sandoval	Jose	Teacher, Senior High	Fresno High	5/30/2024
1045294	Santos	Marina	Teacher, Senior High	Fresno High	5/30/2024
1030928	Sasser	Lori	Teacher, Senior High	Sunnyside High	5/30/2024
1048796	Shackelford	Patricia	Specialist, Resource, Sp Ed	Sunnyside High School	5/30/2024
1068669	Sharkey	Sheena	Teacher, Senior High	Sunnyside High	5/30/2024
1079684	Soto	Susana	Teacher, Middle, eLearn Academy	eLearn Academy	5/29/2024
1038610	Tomita	Betsy	Teacher, Elementary	Pyle Elementary	6/12/2024
1067435	Tovar	Maria	Teacher, Senior High	Fresno High School	5/30/2024
1030606	Vang	Xua	Teacher, Senior High	Sunnyside High School	5/30/2024
1081172	Verduzco	Alexandra	Teacher, Bilingual	Wawona Middle School	6/6/2024
1069029	Walke	David	Teacher, Senior High	Sunnyside High School	5/30/2024
1033784	Wallace	Heidi	Teacher, Senior High	Fresno High	5/30/2024
1015647	Xiong	Paochoua	Teacher, Middle, eLearn Academy	eLearn Academy	5/29/2024
1073900	Yebisu	Scott	Teacher, Senior High	Sunnyside High School	5/30/2024

**Classified Personnel**

1044382	Abundizdegarcia	Maria	Nutrition Services Cook/Baker	Nutrition Services	8/26/2024
1084524	Alcaraz	Kristi	Paraprof, Instructional Asst	Jefferson Elementary	2/9/2024
1078724	Cisneros Morales	Juan	Assistant, Noontime	Rowell Elementary	6/3/2022
1072166	Corona Chavez	Karla	Paraeducator, Autism	Muir Elementary	5/17/2024
1079674	Coronado	Diana	Assistant, Noontime	Bakman Elementary	6/2/2023
1081450	Ellis	Meredith	Assistant, Noontime	Lawless Middle School 7-8	5/15/2024
1080943	Flowers	Eloi	Paraprof, Mild/Moderate Support Needs	Gaston Middle	6/6/2024
1077813	Gonzales	Gloria	Assistant, Attendance Records	Fort Miller Middle School	5/17/2024
1046663	Haroutunian	Lee	Paraeducator, Community Based	Addicott	6/6/2024
1017606	Huckabay	Carla	Paraprof, Mild/Moderate Support Needs	Special Ed	6/28/2024
1085427	Jenkins	Robin	Supervisor, Transportation Ops	Transportation	6/30/2024
1035917	Krikorian	Shoushan	Manager, Department Office	Special Ed	6/28/2024
1083903	Martinez	Cecilia	Paraprof, Instructional Asst	Aynesworth Elementary	6/6/2024
1035818	Martinez	Suzie	Assistant, Noontime	Vinland Elementary	5/3/2024
1082660	Penas Mundaca	Luis	Paraprof, Bilingual Spanish	Rowell Elementary	6/6/2024
1032975	Rhoan	Lyle	Supervisor, Grounds/Landscape	Plant Operations	6/28/2024
1068478	Tinoco	Rashell	Assistant, Noontime	Roeding Elementary	2/28/2022
1037944	Wood	Marilyn	Specialist, Hum Res Data II	Special Educ Administration	6/28/2024
1068473	Xiong	Ia	Paraeducator, Autism	Muir Elementary	5/17/2024

**Management Certificated**

1071150	Cormier	Jacques	Vice Principal III	Hoover High	6/28/2024
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**Management Classified**

1051698	Mavrogeorge	Julie	Coordinator II, Career Educ	Career Education	4/26/2024
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## LEAVE REQUEST

### Classified Personnel

1008100	Rodarte	Jaime	Custodian	Del Mar Elementary	5/2/2024
1020436	Segura	Tahira	Paraeducator, Community Based	Roosevelt High School	5/9/2024

## R39-MONTH REEMPLOYMENT RIGHTS

### Classified Personnel

1039906	Carreon	Lourdes	Paraprof, Child Development Bilingual	Rowell Elementary	4/17/2024
1040297	Lopez	Tina	Nutrition Services Manager	Food Services	4/23/2024

## PROMOTIONS

### Classified Personnel

1071683	Bains	Seema	Nutrition Services Manager	Food Services	5/16/2024
1053191	Becerra-Herrera	Rosa Imeda	Nutrition Services Cook/Baker	Packaging Center	4/25/2024
1039576	Cheng	Nestor	Senior Interpreter - Translator, Bilingual	Translation and Interpret Serv	5/1/2024
1074323	Clark	Jonathan	Carpenter	Maintenance And Operations	5/8/2024
1075213	Fornaro	Kathlena	Nutrition Services Operator	Nutrition Services	4/19/2024
1068079	Meza Jr	Fortino	Scheduler, Transportation	Transportation	4/2/2024
1045014	Orozco	Yesenia	Senior Interpreter - Translator, Bilingual	Translation and Interpret Serv	4/16/2024
1070042	Puente	Andrea	Secretary, Administrative III	Human Resources	5/16/2024
1038265	Robles	Martin	Supervisor, Grounds/Landscape	Plant Operations	4/23/2024
1027869	Ruben	Lanesha	Trainer, Bus Driver	Transportation	3/22/2024
1062277	Salinas	Steve	Nutrition Services Operator	Nutrition Services	4/19/2024
1002817	Vang	Pao	Senior Interpreter - Translator, Bilingual	Translation and Interpret Serv	5/1/2024

### Management Classified

1048660	Durham	Janessa	Administrative Analyst	Data & Psychometrics	4/25/2024
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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-3**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Approve Meeting Minutes**

**ITEM DESCRIPTION:** Included in the Board binders are draft minutes for the April 24, 29, May 01 and May 03, 2024, Board of Education regular meeting, workshop, and special meetings respectively.

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Ambra O'Connor

**DIVISION:** Superintendent's Office

**PHONE NUMBER:** (559) 457-3838

**CABINET APPROVAL:** Ambra O'Connor,  
Chief of Staff

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





BOARD OF EDUCATION  
REGULAR MEETING  
2309 TULARE STREET  
BOARD ROOM, 2<sup>nd</sup> FLOOR  
FRESNO, CA 93721  
[board.fresnounified.org](http://board.fresnounified.org)

## **MINUTES – BOARD OF EDUCATION REGULAR MEETING**

**Fresno, California**

**April 24, 2024**

Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on April 24, 2024, there were present Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup. Superintendent Robert G. Nelson, Ed.D. was also present.

Board Member Cazares arrived at 4:40 p.m.

Board Member Thomas arrived at 5:25 p.m.

Board President Wittrup CONVENED the Regular Board Meeting at 4:33 p.m.

### **OPPORTUNITY for Public Comment on Closed Session Items**

For the record, the Board received two (2) requests to address the Board on Closed Session items. The individual's name and a summary of topic are as follows:

1. Mary Fierro of the Fresno Association of Mexican American Educators (AMAE) thanked Superintendent Nelson for his leadership and shared information about *Brave Lolis Learns English*, a book authored by Armida Espinoza also a member of AMAE. A copy of the book will be given to each elementary school.
2. Armida Espinoza presented Superintendent Nelson and each board member with a copy of *Brave Lolis Learns English*.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:40 p.m.

For the record, Board President Wittrup extended Closed Session to 7:00 p.m.

For the record, Board President Wittrup extended Closed Session to 7:10 p.m.

For the record, Board President Wittrup extended Closed Session to 7:20 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 7:25 p.m.

## Reporting Out of Closed Session

- On a motion by Board President Wittrup, seconded by Board Member Cazares the Board acted in closed session to reassign Autumn Prestidge to Principal III at Malloch Elementary School by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.
- On a motion by Board Member Levine, seconded by Board Member Thomas the Board acted in closed session to promote Marion (Jahmaal) Sawyer to Principal III at Hamilton School, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.
- On a motion by Board Member Levine, seconded by Board Member Cazares the Board acted in closed session on a Workers' Compensation Settlement for Henry Hernandez, WC18-0726-1267 & WC19-0916-5034, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.
- On a motion by Board Clerk Davis, seconded by Board President Wittrup the Board acted in closed session on a Workers' Compensation Settlement for Jessie Singleton, WC21-0810-6509, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

For the record, Board President Wittrup provided a status update as follows:

"The Board has engaged in discussion regarding available options for the superintendent search and will provide additional information regarding the search plan at a subsequent board meeting."

## PLEDGE OF ALLEGIANCE

Emily Dye and Jorden Tristan, students from Bullard High School led the Flag Salute.

## HEAR Reports from Student Board Representatives

Board Members heard comments and reports from Emily Dye and Jorden Tristan Student Board Representative of Bullard High School.

## HEAR Report from Superintendent

- Our teams are working hard to increase the adoption of CalKIDS among our students and I want to specifically shout out Roosevelt in their efforts. Last week through intentional efforts they were able to get 167 qualified students to sign up to claim their free money for college! Great work Roosevelt!
- Often, we hear about our deficits as a district, but that doesn't tell the whole story. While we have lots of work to do to help our students achieve their greatest

potential, our efforts are moving our students in the right direction. Our data team recently looked at our progress in comparison to 13 other large California school districts with comparable demographics and the results should motivate and validate the hard work happening all across the district. From 2022 to 2023, Fresno Unified ranked number one in the rate of decrease in chronic absenteeism overall and for almost all targeted student groups. Fresno Unified also ranked number one in our Distance From Standard change in mathematics overall and for Filipino, Asian, and Hispanic students. We also ranked third in Distance From Standard change in English Language Arts overall. Do not be fooled – the investments we are making, and the hard work being put in by our more than 10,000 employees is making a difference. Keep it up team!

- Shoutout to our Edison students who became National History Day-California champions for their Senior Division Group Performance project! They qualified for the National History Day championships in Washington, D.C. in June. The team is made up of our own Student Trustee Matthew Pitcher, Cate Chielpegian, Violet Mack, Mason Pitcher and Kyle Mrkaich. Edison students presented nine projects at the California state championships April 19-21 in Sacramento, with four projects making the finals. Other state finalists include Jeremy Montes, Liliana Beltran, and Amoni Allen. Congratulations and great work!
- Congratulations to the forensic teams from Edison, Bullard and McLane! They are headed to the National Speech and Debate Association's National Championships in Des Moines in June. The national championships are the largest high school academic competition in the world, with only the top 2% of forensics students qualifying. Students competed in 14 events, across three tournaments, for the chance to represent Fresno Unified and their schools at this prestigious event. Representing are Julissa Rios and Alys Garcia Cruz in DUO Interpretation from Edison, Hunter Ellis in Lincoln-Douglas debate, Samantha Costa in World Schools Debate and Addison O'Rourke in National Extemporaneous Speaking all from Bullard, and Evan Galvan qualified in World Schools Debate from McLane. Way to go! We will be cheering you on!
- A big thank you to Patino School of Entrepreneurship and their partners at Bloomberg Beta for another great Junior showcase! Junior teams of entrepreneurs were able to pitch their business ideas to professionals from Bloomberg Beta, a venture capital firm who invests in startups. Bloomberg Beta employees gave critical feedback to our students to continue refining their businesses and pitches. Feedback from some of the greatest funders in the business is HUGE for our young entrepreneurs and these contacts will go a long way in their futures. The business ideas presented were inspiring, seeing our entrepreneurs look to solve problems for families, elders, the environment, and so much more. Great work to the Patino team for nurturing these critical partnerships and for developing the next generation of amazing Fresno entrepreneurs!

- Shoutout to Fresno High School's Warriors winter guard! The Warriors defeated 10 schools from the Central Valley to take first place at the South Valley Winter Arts Association competition April 6 in Lemoore. The Lady Warriors had just been moved up a category and still went on to win the Regional a Gold for high school color guards. Awesome work!
- Congratulations to Elliot Garcia, a senior cadet in the Air Force JROTC program at Duncan Polytechnical High School! Elliot has been accepted into the Air Force JROTC Flight Academy. He will depart in July for Bowling Green State University for the two-month academy, where he has the potential to earn his private pilot's license from the Air Force. Elliot is the third cadet from Duncan in two years to be admitted to this highly competitive academy.
- Hoover's Dara Johnson was named the Central Section's Norm MacKenzie Rookie of the Year, awarded to an athletic director in their first four years on the job. She was honored at the annual California State Athletic Directors Association Conference in San Diego, where more than 700 athletic directors and administrators gathered. Congratulations Dara – thank you for all you do for our students!
- Congratulations are in order for Board Clerk Valerie Davis! Last week, Clerk Davis was surprised by receiving the 2024 Del Cederquist Board Member of Distinction Award from the Fresno County School Trustee Association. This is a very esteemed award, and they could not have found someone more deserving than Clerk Davis! Clerk Davis is part of a multi-generational family of Fresno Unified educators, has served our board for 20 years, and is incredibly involved and dedicated to the Fresno community as a whole. Congratulations Clerk Davis!
- We seem to have a new competitive trend emerging here with our Regional Family Engagement events! On Monday McLane hosted their event bringing together more than 3,500 families, again breaking the record for attendance! Students were awarded for their literacy gains and families were able to enjoy some beautiful performances, eat great food, and gather resources from across the district and community. Thank you to Parent University, Trustee Islas, and our entire McLane region for the efforts you put in to make this a fantastic event. We have one last regional event this year in the Hoover region – please join us on May 7th!
- A shoutout to our DEI division who put on the inaugural Multicultural Summit for our students! Let's take a look at this video sharing more about the event.
- Thank you all for your intentional efforts around DEI – it does not go unnoticed!
- Last announcement - get ready for a day of innovation, competition, and fun! This Saturday, Fresno Unified high school students will square off in Robotics and Drone tournaments at Sunnyside High School. Members of ClubRED robotics teams will compete against each other in a match combining soccer and basketball. Members of DRIFT Drone racing teams will show off their drone piloting skills using First-Person View goggles to fly drones in a dark room with illuminated obstacles! These competitions build skills in technology, collaboration, communication, critical thinking, and creativity. Students have been preparing for months, learning safety practices, building their robots, and flying drones. The competition kicks off at 8:00 a.m. at Sunnyside High School. The awards ceremony begins at 1:00 p.m. Parents and visitors are welcome!



## BOARD/SUPERINTENDENT COMMUNICATIONS

Board Members had the opportunity for Board/Superintendent communications. A summary is as follows:

**Member Islas** thanked Maiyer Vang and the team at Parent University for the work putting the McLane Regional Family Night where over 800 students received medals for reaching literacy goals. Shared a shoutout to the McLane and Duncan medical academy for being one of 208 to earn the Naps Catherine Blastic Distinguished Award for 2023/24. Shoutout to Mayfair third to sixth grade students demonstrated increases from last year's scores in iReady. Thanked Armida Espinoza for sharing *Brave Lolis Learns English* with board members.

**Clerk Davis** invited members of the East Fresno Kiwanis to the podium to present an award to Fresno Unified School District for sponsoring Camp Oakhurst. Thanked Greenberg Elementary staff for their work with the Girl Power program and the students for the painting gifted to her.

**Member Cazares** congratulated Hoover High staff for passing the Western Association of Schools and Colleges accreditation. Congratulated Dara Johnson for being named the Central Section's Norm MacKenzie Rookie of the Year.

**Student Member Pitcher** shared invite to ribbon cutting for the Edison Peace Garden. Shared sustainability information pertaining to the Edison Peace Garden. Thanked the Facilities team for their work on the garden.

## OPPORTUNITY for Public Comment on Consent Agenda items

For the record, the Board received zero (0) requests to address the Board on the Consent Agenda.

On a motion by Board Clerk Davis, seconded by Board Member Cazares, the Board approved the Consent Agenda except for agenda items A-11 and A-14, which were pulled for further discussion, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Clerk Davis, and Board President Wittrup.

**ALL CONSENT Agenda items** are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member requests, in which event, the item(s) will be considered following approval of the Consent Agenda. Pulled Consent Agenda items will be considered for approval after the Conference/Discussion Agenda.

## **A. CONSENT AGENDA**

### **A-1, APPROVE Personnel List**

**APPROVED as recommended**, the Personnel List, Appendix A, as submitted.

### **A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board**

**ADOPTED as recommended**, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular Board meeting on April 10, 2024.

### **A-3, APPROVE Meeting Minutes**

**APPROVED as recommended**, the draft minutes for the March 20, 2024, Board of Education regular meeting.

### **A-4, ADOPT Resolution 24-53, Proclaiming May 08, 2024, as National School Nurse Day**

**ADOPTED as recommended**, resolution 24-53, Proclaiming May 08, 2024, as National School Nurse Day.

### **A-5, APPROVE New Job Description for Fence Erector**

**APPROVED as recommended**, the new job description of Fence Erector. This new job description reflects inclusion of language which more specifically identifies duties of a Fence Erector in Maintenance and Operations.

### **A-6, APPROVE 2023/24 Salary Schedule Revisions - Classified Food Services Hourly Reflecting 8.5% increase, International Association of Machinists and Aerospace Workers Crafts Hourly Reflecting 8.5% increase, and Certificated Substitute Daily Salary Schedule**

**APPROVED as recommended.**

### **A-7, APPROVE Agreement with Allied Universal**

**APPROVED as recommended**, an agreement with Allied Universal. The Safety and Security Office, in conjunction with the Student Engagement Department, is partnering to purchase four portable weapon detection systems to use at athletic stadiums for games and outdoor graduation ceremonies. Additionally, Safety and Security plans to purchase a fifth weapon detection system for the Education Center.

### **A-8, APPROVE RATIFY Agreement with Nancy Akhavan Consulting**

**RATIFIED as recommended**, an agreement between Nancy Akhavan Consulting and Columbia Elementary School. Seven teachers received professional learning and dedicated mentorship, leading to the desired outcome of acquiring knowledge and skills related to the implementation of a comprehensive literacy program at their respective grade levels.

**A-9, APPROVE Agreement with ProSolve for the 2023/24 Summer Academy**

**APPROVED as recommended**, an agreement with ProSolve to provide QUEST curriculum for the 2023/24 Summer Academy. QUEST course material, supplies, and portal access codes will be available to students attending Summer Academy. QUEST course material, curriculum, and professional development will be available to Fresno Unified teachers to help develop students' social and emotional skills and increase engagement.

**A-10, APPROVE Agreement with WestEd**

**APPROVED as recommended**, an agreement with WestEd to provide support for affinity space development to build the capacity of White-identifying educators in the pursuit of our district's racial equity efforts.

**A-11, APPROVE Amendment to the Agreement with Baltara Enterprises LP**

**APPROVED as recommended**, an amendment to the agreement between Fresno Unified and Baltara Enterprises, which provides access to Factory 41 (formerly known as Bitwise) for hosting meetings and training for staff in the Instructional Division.

For the record, Board Members had comments/questions pertaining to agenda item A-11. A summary is as follows:

**Member Jonasson Rosas** commented that during a time of contraction on the need to scrutinize every dollar. Commented on understanding the need for collaborative spaces but the cost of \$120,000 can total one to two employee positions or instructional supplies which is where focus is needed. Commented that this item is a nice to have but not a need especially as the district is facing budget cuts. Member Jonasson Rosas is not in favor of spending funds in this way.

**Member Thomas** requested clarity as to the need for this space and if no other space was available.

Tonisha Hargrove-Williams was available to provide clarity.

On a motion by Board Member Levine, seconded by Board Member Islas, agenda item A-11 was approved by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, President Wittrup.

**A-12, APPROVE Amendment to the Agreement with Deborah McCoy**

**APPROVED as recommended**, an amendment to the agreement with Deborah McCoy. Deborah McCoy facilitates the hip-hop club at Baird Middle School's after-school program and works with various student groups to create a space for students to support expression, acceptance, and caring.

**A-13, APPROVE Amendment to the Agreement with Guevara Arts and Leadership**  
**APPROVED as recommended**, an amendment to the agreement with Guevara Arts and Leadership. Guevara Arts and Leadership has been providing four mathematics tutors, who work six hours per day, to support students in grades five through eight at Baird Middle School.

**A-14, APPROVE Award of Bid 24-54, Bullard High School Fencing Improvements**  
**The Board moved to table this item until after the Board Workshop on Facilities – Potential Bond – RSSC.**

For the record, Board Members had comments/questions pertaining to agenda item A-14. A summary is as follows:

**President Wittrup** Thanked Mr. Idsvoog and Mr. Torigian for their work getting this project through the design phase and for keeping President Wittrup informed of progress during the process. President Wittrup commented that this is one of the first things asked for when elected to the Board. Expressed appreciation for the work and the community input gained in the Bullard region.

**Member Jonasson Rosas** commented on pulling this item because it merits inclusion in the larger context and discussion of facilities projects which will take place at the Board Workshop scheduled for the following Monday. Member Jonasson Rosas motioned to table agenda item A-14 until after the larger discussion on facilities.

**Member Thomas** requested clarity as to what changed from prior bid to current bid to cause the rise in project cost. Requested clarity as to whether anything was added to the project as inflation could not be the only reason for escalation in cost. Member Thomas asked if the fence around the soccer field was necessary for safety.

**Member Cazares** commented on hoping to wait on any big projects until after a Board Workshop on facilities scheduled for the following Monday. Member Cazares commented on patiently waiting for work to begin on a project for the Hoover region which has been on the books for years.

**Clerk Davis** would like to wait for discussion on this item until the following Monday at the Board Workshop for facilities.

**President Wittrup** asked if this was the third time the Bullard fence has been on the agenda. Requested clarity as to the cost of the fence the first-time item was on the agenda and why the fence was not approved at that time.

President Wittrup commented on taking part in discussions for the last year and a half regarding the Bullard fence and asked if this project is bumping other projects so Bullard High School can have a security fence like all the other high schools. President Wittrup commented on the Edison High School painting project being moved up due to community concerns, so projects do get moved up for specific regions; whereas, this project has been planned, and money spent with the state architect, with feedback from the community. President Wittrup asked if staff thought the price would increase if project was not approved, and what is entailed if project is not moved on within the 90-day period. President Wittrup asked if the purpose of the fence was for student and staff safety.

**Member Levine** requested clarity as to whether the cost could increase during the 90-day window and if delaying action tonight will get in the way of work planned for the summer.

**Clerk Davis** requested clarity as to when the Bullard academic refresh took place and why the fence was not built at the same time. Clerk Davis commented that going forward when a refresh takes place the district considers what is done at one school is done at all and is not to the preference of a sitting board member.

**Member Jonasson Rosas** commented that Roosevelt has chain link fence around most of the perimeter.

Paul Idsvoog, Armen Torigian, and Alex Belanger were available to provide clarity.

For the record, legal counsel Bryan Martin suggested the Board take a roll call vote on agenda item A-14.

Board Member Jonasson Rosas motioned to table item A-14 until the Facilities Workshop was held on April 2. Member Thomas seconded the motion, the motion carried by a roll call vote of 4-3-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Thomas, Board Clerk Davis. NOES: Board Members Islas, Levine, and Board President Wittrup.

**A-15, APPROVE Award of Bid 24-55, Manchester Elementary School Portable Confidential Space Installation**

**APPROVED as recommended**, information on Bid 24-55, Manchester Elementary School Portable Confidential Space Installation. The project will modify an existing portable classroom to create four confidential counseling offices for student support staff.

**A-16, APPROVE Award of Bid 24-56, Fresno High School Auxiliary Gym, and Site Improvements**

**APPROVED as recommended**, information on Bid 24-56, Fresno High School Auxiliary Gym, and Site Improvements. The project, is part of an ongoing effort to increase equity of athletic facilities throughout the district, will add a new 15,000 square foot gymnasium building with retractable bleachers which allows a 980-spectator capacity.

**A-17, APPROVE Award of Bid 24-60, McCardle Elementary School Portables Improvement**

**APPROVED as recommended**, is information on Bid 24-60, McCardle Elementary School Portables Improvement. This project will provide infrastructure and site improvements to place two new portable buildings.

**A-18, APPROVE Rejection of Request for Proposal 24-52, Wi-Fi Equipment for School Bus Connectivity**

**APPROVED as recommended**, information on Request for Proposal (RFP) 24-52, Wi-Fi Equipment for School Bus Connectivity to purchase modems, antenna kits, and installation services to provide data connectivity of district school buses to the districts private LTE network.

**A-19, APPROVE Vendor Designation Per Request for Qualifications 22-09S and 22-09S2, Extended Learning Enrichment Services**

**APPROVED as recommended**, information on Request for Qualifications (RFQ) 22-09S, Extended Learning Enrichment Services. The Board approved the RFQ on November 17, 2021, and supplemental rounds to add vendors on November 09, 2022, and March 22, 2023, to provide enrichment services outside of the regular school day.

**A-20, APPROVE Proposed Revisions to Board Policies**

**APPROVED as recommended**, proposed revisions to four Board Policies (BP) and one Exhibit (E) as follows: BP 5141.52 Suicide Prevention; E 5141.52 Suicide Prevention; BP 5145.3 Nondiscrimination/Harassment; BP 6142.7 Physical Education and Activity; BP 6145 Extracurricular and Cocurricular Activities.

**A-21, RATIFY Memorandum of Understanding and Agreement between Fresno Adult School and San Joaquin College of Law**

**RATIFIED as recommended**, a memorandum of understanding and an agreement between Fresno Adult School and San Joaquin College of Law to implement the Department of Homeland Security's Citizenship Instruction and Naturalization Application Services grant.

**A-22, RATIFY Change Orders**

**RATIFIED as recommended**, information on Change Orders for the following projects:

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing, Change Order 4 (Multipurpose Building) presented for ratification: \$35,332.

Bid 23-48 Section A, Turf Rehabilitation at Various Sites, Change Order 1 presented for ratification: \$14,546.

Bid 23-66 Sections A, Heaton and Section B, Webster Elementary Schools Playground Equipment Replacement, Change Order 2 (Section A, Heaton) presented for ratification: \$5,188; Change Order 2 (Section B, Webster) presented for ratification: \$0.

Bid 23-66 Section C, Scandinavian Middle School Playground Equipment Replacement, Change Order 2 presented for ratification: \$0.

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization, Change Order 1 presented for ratification: \$30,555.

## **B. CONFERENCE/DISCUSSION AGENDA**

### **B-23, PRESENT and DISCUSS Expanding Student-Centered and Real-World Learning Experiences**

For the record, the Board received zero (0) requests to address the Board on agenda item B-23.

For the record, Board Members had comments/questions pertaining to agenda item B-23. A summary is as follows:

**Member Cazares** requested clarity as to the site plan and phased construction plans. Asked if there is an opportunity for the other high schools as well as students from the Adult Transition and Adult School programs to participate with Sunnyside in the Future Farmers of America program. Requested clarity as to whether plans are to purchase or lease the property for the idea center. Requested clarity as to the hours of operation for the idea center.

**Member Levine** thanked staff for the presentation, commented that with Fresno Unified outpacing peer districts in clearing up chronic absenteeism, and all the good and exciting work happening within the district it is inspiring. Commented on loving the idea for the idea center and requested clarity as to who owns the building where the proposed idea center will be located and commented it would be amazing if Fresno Unified could acquire the property. Member Levine asked staff to walk the Board through the experience of a student going through the idea center and asked if the scheduling will be similar to the aviation program. Requested clarity as to if the program will be inclusive of all comprehensive high schools.

**Member Jonasson Rosas** commented on the opportunity to brainstorm with staff on partnerships, grants, resource grants and potential sources of funding and raising capital. Commented on the opportunity for programs regarding animal science, farm equipment repair, water technology. Asked if staff have considered community use and programs as well. Asked if there is overlap with the Career and Technical Education Center (CTEC) and would like to be sure Fresno Unified is not duplicating CTEC.



**Member Islas** commented on excitement for this project and on being inspired by the conversation. Shared suggestions on partnerships such as with ethnic farmer associations within the area to promote specific produce for the neighborhood needs and diets. Commented on the store and the importance of accepting more than cash transactions such as Electronic Benefit Transfer (EBT) and gave example of double up bucks.

Member Islas commented that F3 only includes higher education and K-12 is absent and this becomes another model of agriculture innovation that could be connected to EDA funding. Member Islas commented on climate forward economy conversations and the more grown locally and sustainably has smart climate implications as well.

Member Islas commented on the loving the concept of the idea center and recognizing the need for safeguards to ensure students are connected with tutoring and support to stay on track to graduate, so students are successful in school and experience an internship; as well as receiving a wage that is comparable to what is paid in the real-world. Member Islas requested staff consider transportation so all students can participate in the program.

**Clerk Davis** commented on the success of the Center for Advanced Research and Technology and looks forward to seeing this program as well.

For the record, Superintendent Nelson and Jeremy Ward were available to provide clarity.

**B-24, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2023-2026 Negotiated Successor Tentative Agreement between Fresno Unified School District and Fresno Teachers Association Trades**

For the record, the Board received zero (0) requests to address the Board on agenda item B-24.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, the Board approved agenda item B-24, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

**B-25, PRESENT and DISCUSS the 2024/25 Strategic Budget Development Phase IV**

For the record, the Board received zero (0) requests to address the Board on agenda item B-25.

For the record, Board members had comments and/or questions pertaining to agenda item B-25. A summary is as follows:

**Board President Wittrup** thanked staff for the opportunity to meet in small groups for a time to ask questions and get answers.

**Member Cazares** commented that slide four briefly touched on reductions in school psychologists and that this board over time has tried to build robust levels of service in the areas of school psychologists, counselors, and guidance counselors. Member Cazares would like to be sure that funding will continue to provide the best services to our students and that by not adding staff does not mean we are not furthering our goals and making sure every student has the services they need.

Member Cazares referenced that the Council of the Great City Schools is preparing to release a report to update the district on whether or not the district has met CGCS requirements or recommendations pertaining to district special education programming and requested for the record how that soon to be released report is integrated into the budget.

Member Cazares referenced reductions listed on slides six and seven related to school leadership and teacher development and commented on the Board's support of the teacher pipeline, continuous professional learning, and promoting staff from within. Member Cazares, specifically to the comment above, asked staff to ensure that planned reductions do not detrimentally affect efforts the Board has put in place to ensure staff are able to take advantage of additional learning, higher education, and scholarships.

Member Cazares referenced slide 17 and asked staff to address a story in the News that the district is cutting back on ethnic studies which is going to affect our students' ability to fulfil graduation requirements. Member Cazares commented that the district has been on the forefront of ethnic studies from the get-go, has had fabulous teachers that volunteered their time to set up this program, have worked together across the district, have put in countless hours to set up the ethnic studies program.

Member Cazares requested clarity pertaining to the Athletic Bridge program. Member Cazares requested staff to ensure that the message is communicated well, and students are aware of the program. Member Cazares asked if the Athletic Bridge program could be partnered with tutoring.

**Member Levine** Recognized Trustee Cazares for suggesting the district create an office for accessibility and ADA and appreciated the investment as it is important and will probably pay for itself helping the district is do everything needed legally and morally.

Member Levine commented on concerns heard from ethnic studies teachers, staff, and students of being proud of the district's commitment to make this a graduation requirement before the state requirement began but the district was not investing enough and following through on the commitment. Member Levine commented that during a previous presentation staff shared the vacant position for teacher on special assignment would not be cut. Member Levine commented this is clearly a priority to the Board and asked staff in addition to the teacher on special assignment position, to figure out any and all ways to fully invest and lean into our teachers who have sacrificed so much to get us to this point.

Requested clarity pertaining to the reduction in bus passes and addressed concern the lack of usage may not be based on interest or need but marketing. Asked what the plan for the next school year is to ensure students know of this opportunity.

**Member Jonasson Rosas** echoed some comments of fellow colleagues, and asked to focus on where Fresno Unified is potentially. Member Jonasson Rosas requested clarity as to where the district stands regarding unrestricted general fund reserves. Asked if the district is utilizing reserves in this budget cycle. Member Jonasson Rosas commented on the creation of an office of accessibility, and recommendations that may come from the council of the great city schools and other things that may come up and in terms of additional needed funds wonders if the Board has given itself enough wiggle room. Commented that at this point by all counts the May revise is going to include less money.

Member Jonasson Rosas commented that there are more arcane things that could be done in terms of belt tightening and recommends the more that can be done on the frontend (such as not lease meeting spaces) can protect the district from having to make painful reductions.

Member Jonasson Rosas was glad to hear the district has tools and some cushion with the reserve as Member Jonasson Rosas feel the next budget cycle will impact the district and the Board will have to revisit this and it may not be for the positive.

**Member Thomas** addressed concerns pertaining to reductions presented for the African American Academic Acceleration (A-4) program and asked to speak with staff offline, specifically regarding one Full-Time Equivalent (FTE). Member Thomas shared concern that an FTE from the A-4 program was being used elsewhere and did not think the FTE should be moved but if needed to add another FTE.

Member Thomas requested clarity as to who oversees the budget for the Step-Up program. Member Thomas requested the budget to stand solid and stay with the Step-Up program as it is an important part of student achievement, of student academics of students wanting to move to the next space in their lives, and Member Thomas by no means wants the budget for the Step-Up program to be tampered with and requested to know how many FTEs currently assigned to the program.

### **C. RECEIVE INFORMATION & REPORTS**

For the record, there were no items for this section of the agenda.

### **OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received five (5) requests to address the Board during Unscheduled Oral Communications. The individual's name with a summary of topic are as follows:

1. Brandi Sherman: Shared information about Fresno Trap - Neuter – Return and asked to partner with Fresno Unified to help with stray cat populations as sites.
2. Rain Ramirez: Shared information on stray cat behavior.
3. Sebastian Antonio: Advocated for humane treatment of cats as a member of the Edison Tiger Rescue Team.
4. Jacquelyn Fargano: Provided information on a cat sanctuary the Edison Tiger Rescue Team would like to start and requested support from the district.
5. Marycella Pacheco: Commented on the need for further training of a campus safety assistant, and bus sanitation

### **D. ADJOURNMENT**

Board President Wittrup ADJOURNED the meeting at 10:10 p.m.



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## **MINUTES – BOARD OF EDUCATION WORKSHOP**

**Fresno, California**

**April 29, 2024**

Fresno Unified School District, 2309 Tulare Street, Fresno, CA 93722.

At a workshop of the Board of Education of Fresno Unified School District, held on April 29, 2024, there were present Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. Superintendent Robert G. Nelson, Ed.D. was also present

Board President Wittrup CONVENED the Board Workshop at 5:00 p.m.

### **PLEDGE OF ALLEGIANCE**

Paul Idsvoog led the Flag Salute.

For the record, Superintendent Nelson set the context for the workshop. A summary is as follows:

Superintendent Nelson reminded all that the purpose of the workshop is to discuss how to create a priorities list and lead up to a potential bond as the Measure M project is beginning to close out. The intent is to bring a discussion item for the first board meeting in June with a resolution to the second board meeting in June.

Superintendent Nelson shared the Bullard fence item will return to the May 22 board agenda and commented there are other items people would like to address as well such as the Hoover and Fresno High scoreboards and the Edison paint project, and there will be time at the end of the presentation.

For the record, Paul Idsvoog took a moment to express appreciation for and to introduce those at the table.

The presentation addressed topics as follows: Bond Program Overview; Negotiated Language; Community Survey; Initial Ballot Measure Options; Election Scenarios; and Next Steps.

During the presentation Board members had comments/questions. A summary is as follows:

**Member Jonasson Rosas** asked if the Board could expect districtwide distribution of the proposed community survey.

**Member Islas** commented that often times the Board learns about deficiencies in facilities from teachers, whether it is ADA compliance, heating/cooling, sanitation, rodents, or bugs. So, if there is any information that you have already obtained that begins to pinpoint areas of need that would be useful for informing us. So, I am asking FTA if there is existing information that they have already compiled. I am sure there are complaints that have come in via the work order process.

**Member Levine** referenced slide six of the presentation and the 33% language in the description and recognizes it is a bit generic and asked FTA to confirm that it is not just adding new classrooms and facilities but also to upgrade existing facilities as well.

**Member Cazares** referenced slide six of the presentation, commented that adding the 33% to negotiated language was a great idea, and requested clarity that it did not preclude the Board from using the remaining 66% for class size reduction, classrooms, and music spaces, that it is not only for maintenance.

**Board President Wittrup** asked if declining enrollment is a consideration in relation to class size reduction.

**Member Davis** referenced slides 16 and 17 and asked if the same people took the survey.

**Member Levine** referenced slide 19 and asked what the asterisk next to retaining and attracting qualified teachers referenced. Referenced slide 15 and requested clarity as to the initial breakdown of the seven-in-ten voters support the measure on the initial vote, asked if there is a reference point, a percentage comparison of how voters thought about the measure before the election. Member Levine expressed appreciation for the team's recommendation to conduct another survey to get an update.

Member Islas pointed out a subtext on slide 19 that did not get elevated for discussion regarding schools with the greatest need receiving top priority for funding from the measure. Member Islas stated it was a call out personally on the importance that the Board ensure equity in the allocation of dollars.

Member Islas referenced recent board communications and commented can see where the \$325 million comes from but what Member Islas did not see is the \$55 million in maintenance service and asked where the support for that would come. Member Islas asked if there was an opportunity to test for more than the \$325 million, as there will never be enough and there are additional maintenance needs as well.

**Member Jonasson Rosas** asked if there were a lot of bonds on the ballot because Member Jonasson Rosas has heard there is bond fatigue and people are worried about the success of bonds being approved.

For the record RSS Consulting provided a presentation for the Board on Facilities Planning Through an Equity Lens. Board Members had comments and questions during the presentation as follows:

**Board President Wittrup** asked if the expectation is for all projects to be measured by the tool even those such as a leaky air conditioner.

**Member Islas** commented on valuing how the metrics are laid out coupled with the intent of how the Board can support greater student achievement. Commented on there are instances where the Board has failed specifically for students with disabilities and how facilities are central to how resources are organized to serve students, whether students are in a wheelchair or medically fragile. Member Islas asked if there was factoring of those needs in the analysis. Member Islas asked people to keep individuals with disabilities at the forefront given it is a population that the Board does serve and needs to be accountable to.

Member Islas commented on conversations held regarding placing resources within a school region to avoid the necessity of students traveling on the bus for prolonged periods of time to their needed program.

**Board President Wittrup** echoed Member Islas' above comment.

**Member Jonasson Rosas** asked if the tool presented had been run against the remaining Measure M list. Commented the Board is contemplating where to place funds and there are still projects not fully expended or past the design phase and asked if scenarios had been run for those projects, if not, commented it would be helpful.

Member Jonasson Rosas commented that the Board has been talking about investing worst first for some time and seeing the different scores would help to make informed decisions and unfortunately decisions will have been made without the use of the tool before the next Board meeting.

**Member Levine** commented on support of incorporating this tool on projects moving forward as soon as possible. Referenced declining enrollment and asked how the tool could be used to mitigate declining enrollment in the district.

For the record, Board members were asked to read cards with community priorities listed as reflected in a voters' survey, as reflected in a survey by RSSC specifically asking parents of schools with low scoring facilities what are the resources they need. Next, Board members were asked to write down any priorities they thought to be missing, then sort the cards into categories of, Extremely Important, Very Important, and Important. Board members then divided into small groups to decide as a group how their combined cards would be categorized. One person from each group then presented the priorities.

After completion of the exercise, Paul Idsvoog asked for Board direction on FM3, knowing it will be a ratify.

### **OPPORTUNITY for Public Comment on agenda item**

For the record, the Board received ten (10) requests to address the Board during Unscheduled Oral Communications. The individual's name with a summary of topic is as follows:

1. Councilmember Mike Karbassi: Commented on survey results specifically that 95% of respondents felt safe and clean schools were somewhat too extremely important. Referenced a 2020 Measure M Fact Sheet prepared by the district which listed fencing and gates as the number one investment under safety. Commented if the Board does not fund the Bullard High School fence it may appear to voters as a bait and switch and result in voters questioning the need for another bond measure.
2. Chuck Riojas: Commented on the polling information provided which addressed CTE and training for those positions. Commented that the building trades would support this bond measure and see it as necessary; but nothing is official until a vote. Commented that the \$500 million is on point.
3. Armen Torigian: Commented on taking the position as principal at Bullard not only to be an instructional leader but to protect the Bullard community, as Mr. Torigian has lived in the neighborhood since 1979. Mr. Torigian commented that times have changed and ten years ago the community did not see a need for the Bullard fence, but there is a need now as life has changed. Expressed hope that the Board would approve the Bullard fence project.
4. Melissa Rodriguez: Commented on understanding the needs of a district as she is a teacher and a parent, and it seems anything aside from the black mold mentioned that security should be a priority. Commented on the world being different now and the gate at Bullard is the equivalent of a baby gate. Safety and security are the bottom line and Bullard needs a fence that is tall enough that a person can not step over and with a single point of entry.
5. Kelly Petersen: Commented on teaching autism inclusion at Bullard High School and each year attends transition meetings for middle school students coming to the program and parents of the students are concerned about safety. Ms. Petersen provided examples of when people have hopped the fence to get on and off of campus, which bypasses safety procedures. Ms. Petersen commented that it is the job of Board members to lead Fresno Unified for the benefit of all students not just those in respective regions. Ms. Petersen asked the Board to approve the fence for Bullard.
6. Mark Gonzales: Shared personal experience of a lockdown situation at Bullard and commented that site administration supported staff, but the district failed. Mr. Gonzales commented on bottom lines, scoreboard, and promethean boards and shared that promethean boards and scoreboards do not save lives.
7. Sarah Ekhart: Ms. Ekhart commented on serving students in the moderate to severe program and at times the students try to leave. Sarah commented



that this is the biggest safety concern for Bullard's highest needs population. Sarah commented in a prepared crisis model step one is to secure the site and be sure of entry and exit points and with a 3-ft. high fence this will not happen. Sarah requested the Board take this to heart and secure the Bullard campus.

8. Melissa Irvin: Commented that parents trust the school personnel to keep their kids safe but with the low fence students are able to leave campus at will and it is difficult to keep them on the school grounds. Melissa commented that year after year the bond measure resources are not going towards the Bullard fence which staff have been asking for but is continually denied and commented that priorities are missing. Melissa asked the Board to not forget the invisible students because Bullard does not meet the criteria, all student deserve to be safe.
9. Jason Cruz: Commented that Bullard High School needs both equity and equality, as it does not have a gate to control entry and to support the Raptor System; equity and equality can be addressed by approving the Bullard fence. Jason commented that this is a rare moment to take care of something that the Board said they would do, and it will serve equity and equality.
10. Heidi Sagaser: Commented that as a school nurse the primary focus is on health and safety and no Bullard student is safe without a fence. Heidi commended does not want Bullard to be the next Sandy Hook or Columbine and the Board to say to themselves we should have had a fence.
11. Member Jonasson Rosas: Requested forgiveness for lack of eloquence due to the unusual circumstances of speaking about facilities at a Board Facilities Workshop as a member of the public. Member Jonasson Rosas did not realize the Board was not going to discuss facilities and current investments.

Member Jonasson Rosas commented as follows: a year ago safety and security was reduced by \$3 million and has not been increased; the amount to be spent on facility projects was reduced, for sites such as Calwa which has one of the worst facilities scores throughout the district; deferred maintenance had already been reduced by \$5.418 million, and again reduced by \$1.4 million for elementary and \$33,000 for middle schools with \$1.4 million added back to high schools. Member Jonasson Rosas commented deferred maintenance was a big topic; however, the Board reduced deferred maintenance in the district's highest needs schools.

Member Jonasson Rosas commented on high school facility projects which were bumped from the Measure M facility project list as follows: the Fresno High two-story cafeteria; the Hoover High administration building; the Roosevelt High second gym and administration space remodel with a total decline in the Measure M resources for the Roosevelt region at \$6.9 million.

Member Jonasson Rosas commented on advocating for equity and working on worse first through all the regions and having hoped to have had that discussion today but unfortunately was not able to.

#### **OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received zero (0) request to address the Board during Unscheduled Oral Communications.

#### **OPPORTUNITY for Public Comment on Closed Session Items**

For the record, the Board received zero (0) requests to address the Board on Closed Session items.

Board President Wittrup ADJOURNED the Board Workshop to Closed Session at 7:24 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 9:00 p.m.

#### **Reporting Out of Closed Session**

For the record, Board President Wittrup read the following: As an update, we are developing a plan for the selection of an interim superintendent and will have a status report early next month.

#### **D. ADJOURNMENT**

Board President Wittrup ADJOURNED the workshop at 9:00 p.m.



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## **MINUTES – BOARD OF EDUCATION SPECIAL MEETING**

**Fresno, California**

**May 01, 2024**

Fresno Unified School District, 2309 Tulare Street, Fresno, CA 93722.

At a special meeting of the Board of Education of Fresno Unified School District, held on May 01, 2024, there were present Board Members Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. Superintendent Robert G. Nelson, Ed.D. was also present.

Board President Wittrup CONVENED the Board Workshop at 9:30 a.m.

### **PLEDGE OF ALLEGIANCE**

Superintendent Robert G. Nelson, Ed.D., led the Flag Salute.

### **OPPORTUNITY for Public Comment on Closed Session Items**

For the record, the Board received zero (0) requests to address the Board on Closed Session items.

Board President Wittrup ADJOURNED the Board Workshop to Closed Session at 9:32 a.m.

For the record, Board President Wittrup extended Closed Session to 10:45 a.m.

For, the record, Board President Wittrup extended Closed Session to 11:00 a.m.

For the record, Board President Wittrup extended Closed Session to 11:10 a.m.

Board President Wittrup RECONVENED the meeting to Open Session at 11:14 a.m.

### **Reporting Out of Closed Session**

For the record, there was no action to report.

For the record, Board President Wittrup read the following: As an informational update the Board is scheduling a special board meeting for Friday, May 03, 2024, at 5:00 p.m. to continue the process to identify an interim superintendent.

### **OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received zero (0) requests to address the Board during Unscheduled Oral Communications.

### **D. ADJOURNMENT**

Board President Wittrup ADJOURNED the special meeting at 11:15 a.m.



BOARD OF EDUCATION  
SPECIAL MEETING  
2309 TULARE STREET  
BOARD ROOM, 2<sup>nd</sup> FLOOR  
FRESNO, CA 93721  
[board.fresnounified.org](http://board.fresnounified.org)

## **MINUTES – BOARD OF EDUCATION SPECIAL MEETING**

**Fresno, California**

**May 03, 2024**

Fresno Unified School District, 2309 Tulare Street, Fresno, CA 93722.

At a special meeting of the Board of Education of Fresno Unified School District, held on May 03, 2024, there were present Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. Superintendent Robert G. Nelson, Ed.D. was also present.

Board President Wittrup CONVENED the Board Workshop at 5:00 p.m.

### **PLEDGE OF ALLEGIANCE**

David Chavez led the Flag Salute.

### **OPPORTUNITY for Public Comment on Closed Session Items**

For the record, the Board received zero (0) requests to address the Board on Closed Session items.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 5:02 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 5:17 p.m.

### **Reporting Out of Closed Session**

- On a motion by Board Clerk Davis, seconded by Board Member Cazares, the Board acted in Closed Session by a unanimous vote, to appoint Mao Misty Her as Interim Superintendent subject to approval of the interim superintendent contract at the May 08, 2024, meeting of the Fresno Unified School District Board of Education.

For the record, Board President Wittrup turned to Superintendent Robert G. Nelson, Ed.D. for remarks.

A summary of Superintendent Nelson's remarks is as follows:

Superintendent Nelson thanked and congratulated his dear friend Misty Her and commented that he and Misty came through the Fresno Unified ranks together.

Superintendent described working with Misty as his deputy superintendent over the last three years has been the best time in his thirty-three-year career of serving as an educator in the valley. Superintendent Nelson shared there is no one he is more confident in leading our Fresno Unified Family through this transitional period than Misty and that Misty has never been apologetic about her relentless focus on student achievement and that is what we need at this time. Superintendent Nelson commented on behalf of himself, his family, people that care about Misty, thank you and congratulations dear friend Interim Superintendent Her.

#### **OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received zero (0) requests to address the Board during Unscheduled Oral Communications.

#### **D. ADJOURNMENT**

Board President Wittrup ADJOURNED the special meeting at 5:20 p.m. to transition to the press conference.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-4**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Adopt**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Adopt Resolution 24-57, Recognizing May 2024, as Asian American and Pacific Islander Heritage Month

**ITEM DESCRIPTION:** Included in the Board binders is a resolution commemorating the observance of Asian American and Pacific Islander Heritage Month. The month of May is an opportunity to recognize the contributions made by Asian American, Native Hawaiian, and Pacific Islanders to the United States and celebrate their heritage and culture. Fresno Unified School District hereby proclaims May 1 through May 31, 2024, as Asian American and Pacific Islander Heritage Month.

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Ambra O'Connor

**DIVISION:** Interim Superintendent's Office  
**PHONE NUMBER:** (559) 457-3838

**CABINET APPROVAL:** Ambra O'Connor,  
Chief of Staff



**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



**BOARD OF EDUCATION**

Susan Wittrup, President  
Valerie F. Davis, Clerk  
Claudia Cazares  
Genoveva Islas  
Elizabeth Jonasson Rosas  
Andy Levine  
Keshia Thomas

**INTERIM SUPERINTENDENT**

Mao Misty Her

**BEFORE THE BOARD OF EDUCATION  
OF FRESNO UNIFIED SCHOOL DISTRICT  
OF FRESNO COUNTY, CALIFORNIA**

**Resolution 24-57**

**In the Matter of  
Recognizing May as Asian American Pacific Islander Heritage Month**

**WHEREAS**, the month of May is nationally recognized as Asian American and Pacific Islander (AAPI) Heritage Month, commemorating the significant contributions and rich cultural heritage of Asian Americans and Pacific Islanders to the history, culture, and achievements of the United States; and

**WHEREAS**, Asian Americans and Pacific Islanders have played a vital role in the history and development of our nation, excelling in various fields including but not limited to education, science, arts, government, business, and civil rights; and

**WHEREAS**, the AAPI community in Fresno, California, represents a diverse array of ethnicities, languages, and cultures, significantly enriching the social, cultural, and economic fabric of our community; and

**WHEREAS**, the recognition of AAPI Heritage Month provides an opportunity for students, educators, and community members to learn about and celebrate the diverse histories, traditions, and contributions of the AAPI community; and

**WHEREAS**, the Fresno Unified School District is committed to fostering an inclusive educational environment that respects and values diversity, promotes cultural awareness, and supports the academic and social-emotional growth of all students; and

**WHEREAS**, during AAPI Heritage Month, schools within the Fresno Unified School District are encouraged to engage in activities, programs, and curricula that highlight and honor the history, culture, and contributions of Asian Americans and Pacific Islanders;

**NOW, THEREFORE, BE IT RESOLVED**, that the Fresno Unified School District Board of Education hereby proclaims May as Asian American and Pacific Islander Heritage Month and encourages all students, educators, and community members to recognize and celebrate the valuable contributions and diverse heritage of the AAPI community.

**BE IT FURTHER RESOLVED**, the Board of Education reaffirms its commitment to fostering an inclusive, respectful, and supportive environment for all students, staff, and families, and to promoting educational practices that enhance understanding and appreciation of cultural diversity.

**ADOPTED THIS** May 22, 2024, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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Susan Wittrup, Board President

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Mao Misty Her, Interim Superintendent



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-5**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Budget Revision No. 4 for Fiscal Year 2023/24

**ITEM DESCRIPTION:** Included in the Board binders is Budget Revision No. 4 for fiscal year 2023/24. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 4 includes adjustments for updated information and necessary adjustments to support the acceptance of various grant awards.

The following items are included in Budget Revision No. 4 for fiscal year 2023/24:

- Program Adjustments
- Grant Revisions
- Other Funds

**FINANCIAL SUMMARY:** As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$125.8 million at June 30, 2024.

**PREPARED BY:** Kim Kelstrom

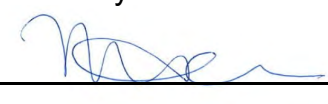
**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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### **Unrestricted General Fund Adjustments and Revisions**

As presented in the 2023/24 Second Interim Financial Report approved by the Board on March 06, 2024, the following adjustments are being made:

- Increase indirect \$349,599 due to grant adjustments

### **Program Adjustments to 2023/24 Budget Recommended for Approval**

The following items are included for the Board's consideration and approval:

- Utilize \$2,350,000 for K-6 ELA textbook adoption from the committed fund balance
- Recognize \$1,400,000 for Education Center remodel project

**Grant Revisions**

Budget Revision No. 4 reflects an increase in expenses of \$10,560,731 for adjustments in various grant awards:

<b>Name</b>	<b>2023/24 Current Budget Allocation</b>	<b>2023/24 Adjusted Award Amount</b>	<b>Revised Budget Allocation</b>
Expanded Learning Opportunities Program	\$126,377,480	\$7,233,993	\$133,611,473
Idea Preschool Staff: Spec. Ed.	2,434	668	3,102
21ST Century Comm Learn Ctr	1,294,583	3,049,027	4,343,610
Homeless Children Education Grant	101,147	6,572	107,719
Strong Workforce Program	3,936,943	(520,000)	3,416,943
High Schools: Local	44,478	5,000	49,478
Kaiser Grant Student Wellness	-	50,000	50,000
Transportation Grants	-	251,785	251,785
Action For Healthy Kids Grant	-	26,816	26,816
AB617 San Joaquin Community Air Grant	3,657,797	121,870	3,779,667
Student Wellness Grants	-	15,000	15,000
Research Practice Partnership Grant	-	15,000	15,000
School Counselor Residency Capacity Grant	-	250,000	250,000
PNC - Empowerment & Enlightenment Grant	-	55,000	55,000
<b>Total</b>	<b>\$135,414,862</b>	<b>\$10,560,731</b>	<b>\$ 145,975,593</b>

**Adult Education Fund** – Budget Revision No. 4 reflects an increase in expenses of \$388,769 for adjustments in various grant awards:

<b>Name</b>	<b>2023/24 Current Budget Allocation</b>	<b>2023/24 Adjusted Award Amount</b>	<b>Revised Budget Allocation</b>
Citizenship and Integration Direct Services Grant Program	\$19,776	\$450,000	\$469,776
Vocational Programs: Postsecondary	76,609	43,568	120,177
English Literacy & Civics Education: Adult Basic Education	235,028	(28,645)	206,383
Adult Secondary Ed: Adult Basic Education	403,200	(44,690)	358,510
ESL/Citizenship: Adult Basic Education	551,220	(31,464)	519,756
<b>Total</b>	<b>\$1,285,833</b>	<b>\$388,769</b>	<b>\$1,674,602</b>

**Children's Center Fund** – Budget Revision No. 4 reflects an increase in expenses of \$313,296 for adjustments in various grant awards:

Name	2023/24 Current Budget Allocation	2023/24 Adjusted Award Amount	Revised Budget Allocation
California State Preschool Program (CSPP)	-	\$313,296	\$313,296
<b>Total</b>	-	<b>\$313,296</b>	<b>\$313,296</b>

**Cafeteria Fund** – Budget Revision No. 4 reflects an increase in expenses of \$2,473,827 for adjustments in various grant awards:

Name	2023/24 Current Budget Allocation	2023/24 Adjusted Award Amount	Revised Budget Allocation
Supply Chain Assistance	\$2,206,323	\$1,967,418	\$4,173,741
Local Food For Schools	-	506,409	506,409
<b>Total</b>	<b>\$2,206,323</b>	<b>\$2,473,827</b>	<b>\$4,680,150</b>

**Health Fund** – Budget Revision No. 4 recognizes the Joint Health Management Board's (JHMB) revised adopted budget approved by JHMB on March 21, 2024, and includes the updated claims projections utilizing the most recent data through December 2023.

**Liability Fund** – Budget Revision No. 4 recognizes an increase of \$2,375,000 due to large settlements offset by revenue reimbursements of \$2,160,000.

**FRESNO UNIFIED SCHOOL DISTRICT  
GENERAL FUND  
BUDGET REVISION No. 4**

DESCRIPTION	2023/24 ADOPTED BUDGET	2023/24 CURRENT BUDGET	522/2024 2023/24 BUDGET REVISION No. 4	DIFFERENCE BETWEEN CURRENT AND BR No. 4	DIFFERENCE BETWEEN ADOPTED AND BR No. 4
Revenues					
LCFF Sources	\$ 1,010,168,593	\$ 1,012,225,789	\$ 1,012,225,789	\$ -	\$ 2,057,196
Federal Revenues	369,696,729	384,243,874	387,300,141	3,056,267	17,603,412
Other State Revenues	298,165,335	308,722,929	315,686,922	6,963,993	17,521,587
Other Local Revenues	25,509,251	32,884,103	33,424,574	540,471	7,915,323
Total Revenues	\$ 1,703,539,908	\$ 1,738,076,695	\$ 1,748,637,426	\$ 10,560,731	\$ 45,097,518
Expenditures					
Certificated Salaries	\$ 555,456,237	\$ 568,654,260	\$ 568,654,260	\$ -	\$ 13,198,023
Classified Salaries	211,422,210	219,094,151	219,094,151	-	7,671,941
Employee Benefits	481,912,759	463,854,779	463,854,779	-	(18,057,980)
Book and Supplies	110,872,361	170,877,772	175,872,558	4,994,786	65,000,197
Services & Operating	211,088,452	292,186,346	299,565,661	7,379,315	88,477,209
Capital Outlay	248,259,734	181,385,698	183,022,025	1,636,327	(65,237,709)
Other Outgo	4,459,153	3,939,153	3,939,153	-	(520,000)
Direct/Indirect Costs	(2,507,911)	(2,922,069)	(2,971,365)	(49,296)	(463,454)
Total Expenditures	\$ 1,820,962,995	\$ 1,897,070,090	\$ 1,911,031,222	\$ 13,961,132	\$ 90,068,227
Other Sources/(Uses)					
Transfers In	\$ 5,186,409	\$ 5,186,409	\$ 5,186,409	\$ -	\$ -
Transfers Out	(9,156,409)	(9,156,409)	(9,156,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	\$ (3,970,000)	\$ (3,970,000)	\$ (3,970,000)	\$ -	\$ -
Net Increase/Decrease in Fund Balance	\$ (121,393,087)	\$ (162,963,395)	\$ (166,363,796)	\$ (3,400,401)	\$ (44,970,709)
Beginning Fund Balance - Unaudited Audit Adjustment	\$ - \$ 497,319,627	\$ - \$ 553,873,864	\$ - \$ 553,873,864	\$ - \$ 63,631,459	\$ - \$ 56,554,237
Beginning Balance	\$ 497,319,627	\$ 553,873,864	\$ 553,873,864	\$ 63,631,459	\$ 56,554,237
Restatement of Beginning Balance	\$ -	\$ -	\$ 7,671,941	\$ 7,671,941	\$ 7,671,941
Ending Fund Balance	\$ 375,926,540	\$ 327,279,010	\$ 395,182,009	\$ 67,902,999	\$ 19,255,469
Components of Ending Balance					
Revolving Cash	\$ 70,050	\$ 70,050	\$ 43,534	\$ (26,516)	\$ (26,516)
Stores	2,670,900	3,028,901	3,028,901	-	358,001
Prepaid Expense	1,812,091	2,189,659	2,189,659	-	377,568
Other Commitments	152,900,000	153,900,000	151,550,000	(2,350,000)	(1,350,000)
Assigned: Other Assignments	-	3,300,000	2,500,000	(800,000)	2,500,000
Restricted	79,612,068	110,094,999	110,094,999	-	30,482,931
Reserve for Economic Uncertainties	138,861,431	126,025,317	125,774,916	(250,401)	(13,086,515)
Reserve Level %	7.59%	6.61%	6.55%		
Total Ending Fund Balance	\$ 375,926,540	\$ 398,608,926	\$ 395,182,009	\$ (3,426,917)	\$ 19,255,469

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or \$38,403,753

As shown above the reserve for economic uncertainties is \$125,774,916 with an assigned and committed ending balance of \$151,550,000 set aside for future year expenses

As outlined in Board Policy 3100, the Board recognizes the importance of maintaining reserve levels during stable and volatile economic times.

**UNRESTRICTED GENERAL FUND  
BUDGET REVISION No. 4**

	2023/24 ADOPTED BUDGET	2023/24 CURRENT BUDGET	5/22/2024 BUDGET REVISION No. 4	DIFFERENCE BETWEEN CURRENT	DIFFERENCE BETWEEN ADOPTED
DESCRIPTION	UNRESTRICTED	UNRESTRICTED	UNRESTRICTED	AND BR No. 4	AND BR No. 4
Revenues					
LCFF Sources	\$ 1,010,168,593	\$ 1,012,225,789	\$ 1,012,225,789	\$ -	\$ 2,057,196
Federal Revenues	-	-	-	-	-
Other State Revenues	19,968,032	24,924,068	24,924,068	-	4,956,036
Other Local Revenues	14,722,410	13,892,361	13,892,361	-	(830,049)
Total Revenues	\$ 1,044,859,035	\$ 1,051,042,218	\$ 1,051,042,218	\$ -	\$ 6,183,183
Expenditures					
Certificated Salaries	\$ 398,111,129	\$ 408,290,941	\$ 408,290,941	\$ -	\$ 10,179,812
Classified Salaries	124,109,668	126,927,031	126,927,031	-	2,817,363
Employee Benefits	263,092,578	252,387,669	252,387,669	-	(10,704,909)
Book and Supplies	45,660,116	45,770,180	48,120,180	2,350,000	2,460,064
Services & Operating	111,200,285	109,042,913	109,042,913	-	(2,157,372)
Capital Outlay	26,406,181	20,874,276	22,274,276	1,400,000	(4,131,905)
Other Outgo	1,634,795	1,634,795	1,634,795	-	-
Direct/Indirect Costs	(17,237,361)	(18,290,702)	(18,640,301)	(349,599)	(1,402,940)
Total Expenditures	\$ 952,977,391	\$ 946,637,103	\$ 950,037,504	\$ 3,400,401	\$ (2,939,887)
Other Sources/(Uses)					
Transfers In	\$ 30,000	30,000	\$ 30,000	\$ -	\$ -
Transfers Out	(1,500,000)	(1,500,000)	(1,500,000)	-	-
Other Sources					
Other Uses					
Restricted Contribution	\$ (129,564,143)	\$ (142,837,453)	\$ (142,837,453)	\$ -	\$ (13,273,310)
Total Sources/(Uses)	\$ (131,034,143)	\$ (144,307,453)	\$ (144,307,453)	\$ -	\$ (13,273,310)
Net Increase/Decrease in Fund Balance	\$ (39,152,499)	\$ (39,902,338)	\$ (43,302,739)	\$ (3,400,401)	\$ (4,150,240)
Beginning Fund Balance - Adopted	\$ 335,466,971	\$ 328,389,749	\$ 328,389,749	\$ -	\$ (7,077,222)
Audit Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	\$ 335,466,971	\$ 328,389,749	\$ 328,389,749	\$ -	\$ (7,077,222)
Ending Fund Balance	\$ 296,314,472	\$ 288,487,411	\$ 285,087,010	\$ (3,400,401)	\$ (11,227,462)

**FRESNO UNIFIED SCHOOL DISTRICT  
RESTRICTED GENERAL FUND  
BUDGET REVISION No. 4**

	2023/24 ADOPTED BUDGET	2023/24 CURRENT BUDGET	5/22/2024 BUDGET REVISION No. 4	DIFFERENCE BETWEEN CURRENT	DIFFERENCE BETWEEN ADOPTED
DESCRIPTION	RESTRICTED	RESTRICTED	RESTRICTED	AND BR No. 4	AND BR No. 4
Revenues					
LCFF Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	369,696,729	384,243,874	387,300,141	3,056,267	17,603,412
Other State Revenues	278,197,303	283,798,861	290,762,854	6,963,993	12,565,551
Other Local Revenues	10,786,841	18,991,742	19,532,213	540,471	8,745,372
Total Revenues	\$ 658,680,873	\$ 687,034,477	\$ 697,595,208	\$ 10,560,731	\$ 38,914,335
Expenditures					
Certificated Salaries	\$ 157,345,108	\$ 160,363,319	\$ 160,363,319	\$ -	\$ 3,018,211
Classified Salaries	87,312,542	92,167,120	92,167,120	-	4,854,578
Employee Benefits	218,820,181	211,467,110	211,467,110	-	(7,353,071)
Book and Supplies	65,212,245	125,107,592	127,752,378	2,644,786	62,540,133
Services & Operating	99,888,167	183,143,433	190,522,748	7,379,315	90,634,581
Capital Outlay	221,853,553	160,511,422	160,747,749	236,327	(61,105,804)
Other Outgo	2,824,358	2,304,358	2,304,358	-	(520,000)
Direct/Indirect Costs	14,729,450	15,368,633	15,668,936	300,303	939,486
Total Expenditures	\$ 867,985,604	\$ 950,432,987	\$ 960,993,718	\$ 10,560,731	\$ 93,008,114
Other Sources/(Uses)					
Transfers In	5,156,409	5,156,409	5,156,409	-	-
Transfers Out	(7,656,409)	(7,656,409)	(7,656,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	129,564,143	142,837,453	142,837,453	-	13,273,310
Total Sources/(Uses)	\$ 127,064,143	\$ 140,337,453	\$ 140,337,453	\$ -	\$ 13,273,310
Net Increase/Decrease in Fund Balance	\$ (82,240,588)	\$ (123,061,057)	\$ (123,061,057)	\$ -	\$ (40,820,469)
Beginning Fund Balance - Adopted	\$ 161,852,656	\$ 161,852,656	\$ 225,484,115	\$ 63,631,459	\$ 63,631,459
Beginning Balance	\$ 161,852,656	\$ 161,852,656	\$ 225,484,115	\$ 63,631,459	\$ 63,631,459
Restatement of Beginng Balance			\$ 7,671,941	\$ 7,671,941	\$ 7,671,941
Ending Fund Balance	\$ 79,612,068	\$ 38,791,599	\$ 110,094,999	\$ 71,303,400	\$ 30,482,931

## FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

May 22, 2024

FUND:    **Adult Education Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
<b>APPROPRIATIONS:</b>					
1000	Certificated Salaries	2,405,586	2,907,153	3,122,983	215,830
2000	Classified Salaries	1,720,311	1,625,997	1,682,958	56,961
3000	Employee Benefits	2,747,277	3,077,043	3,166,189	89,146
4000	Books and Supplies	2,209,883	1,845,464	1,855,071	9,607
5000	Services and Other Operating	1,082,371	1,035,371	1,038,582	3,211
6000	Capital Outlay	0	160,000	160,000	0
7000	Other Outgo	0	0	0	0
	<b>TOTAL BEFORE INDIRECT</b>	10,165,428	10,651,028	11,025,783	374,755
7300	INDIRECT COSTS	213,475	231,802	245,816	14,014
	<b>TOTAL APPROPRIATIONS</b>	10,378,903	10,882,830	11,271,599	388,769
<b>REVENUES:</b>					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,266,057	1,285,833	1,674,602	388,769
	STATE REVENUES	6,657,513	7,646,337	7,646,337	0
	LOCAL REVENUES	546,771	546,771	546,771	0
	OTHER SOURCES	0	0	0	0
	<b>TOTAL REVENUES</b>	8,470,341	9,478,941	9,867,710	388,769
	Beginning Fund Balance	2,088,646	1,403,889	1,403,889	0
	Change to Fund Balance	(1,908,562)	(1,403,889)	(1,403,889)	0
	Ending Fund Balance	180,084	0	0	0



## FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

May 22, 2024

FUND: Children Center Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
<b>APPROPRIATIONS:</b>					
1000	Certificated Salaries	8,821,837	8,395,816	8,395,816	0
2000	Classified Salaries	5,827,220	5,551,976	5,551,976	0
3000	Employee Benefits	11,596,399	11,161,860	11,161,860	0
4000	Books and Supplies	2,655,553	9,533,279	9,837,214	303,935
5000	Services and Other Operating	7,883,952	6,021,613	6,021,613	0
6000	Capital Outlay	0	2,334,898	2,334,898	0
7000	Other Outgo	0	0	0	0
	<b>TOTAL BEFORE INDIRECT</b>	36,784,961	42,999,442	43,303,377	303,935
7300	INDIRECT COSTS	1,113,857	1,302,388	1,311,749	9,361
	<b>TOTAL APPROPRIATIONS</b>	37,898,818	44,301,830	44,615,126	313,296
<b>REVENUES:</b>					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,414,020	1,775,301	1,775,301	0
	STATE REVENUES	33,491,666	38,896,758	39,210,054	313,296
	LOCAL REVENUES	2,327,638	2,916,323	2,916,323	0
	OTHER SOURCES	0	0	0	0
	<b>TOTAL REVENUES</b>	37,233,324	43,588,382	43,901,678	313,296
	Beginning Fund Balance	665,494	713,448	713,448	0
	Change to Fund Balance	(665,494)	(713,448)	(713,448)	0
	Ending Fund Balance	0	0	0	0

# FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

May 22, 2024

FUND: Cafeteria Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
<b>APPROPRIATIONS:</b>					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	17,249,074	17,249,074	17,249,074	0
3000	Employee Benefits	13,977,170	13,977,170	13,977,170	0
4000	Books and Supplies	28,622,597	33,009,214	35,483,041	2,473,827
5000	Services and Other Operating	4,040,913	4,044,424	4,044,424	0
6000	Capital Outlay	1,254,000	1,514,247	1,514,247	0
7000	Other Outgo	0	0	0	0
	<b>TOTAL BEFORE INDIRECT</b>	65,143,754	69,794,129	72,267,956	2,473,827
7300	INDIRECT COSTS	1,180,579	1,182,566	1,182,566	0
	<b>TOTAL APPROPRIATIONS</b>	66,324,333	70,976,695	73,450,522	2,473,827
<b>REVENUES:</b>					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	53,236,467	55,658,305	58,132,132	2,473,827
	STATE REVENUES	10,740,409	12,820,933	12,820,933	0
	LOCAL REVENUES	1,203,616	1,353,616	1,353,616	0
	OTHER SOURCES	0	0	0	0
	<b>TOTAL REVENUES</b>	65,180,492	69,832,854	72,306,681	2,473,827
	Beginning Fund Balance	15,147,925	17,228,874	17,228,874	0
	Restatement of Fund Balance		(7,671,941)	(7,671,941)	0
	Change to Fund Balance	(1,143,841)	(1,143,841)	(1,143,841)	0
	Ending Fund Balance	14,004,084	8,413,092	8,413,092	0

## FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

May 22, 2024

FUND:   **Health Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
<b>APPROPRIATIONS:</b>					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	692,640	617,551	617,550	(1)
3000	Employee Benefits	361,887	376,711	368,747	(7,964)
4000	Books and Supplies	12,710	6,048	15,348	9,300
5000	Services and Other Operating	188,233,414	196,383,269	191,502,265	(4,881,004)
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	2,000,000	2,000,000	2,000,000	0
	<b>TOTAL BEFORE INDIRECT</b>	191,300,651	199,383,579	194,503,910	(4,879,669)
7300	INDIRECT COSTS	0	0	0	0
	<b>TOTAL APPROPRIATIONS</b>	191,300,651	199,383,579	194,503,910	(4,879,669)
<b>REVENUES:</b>					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	238,731,960	241,857,877	221,461,657	(20,396,220)
	OTHER SOURCES	0	0	0	0
	<b>TOTAL REVENUES</b>	238,731,960	241,857,877	221,461,657	(20,396,220)
	Beginning Fund Balance	95,589,324	99,508,173	99,508,173	0
	Change to Fund Balance	47,431,309	42,474,298	26,957,747	(15,516,551)
	Ending Fund Balance	143,020,633	141,982,471	126,465,920	(15,516,551)

## FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

May 22, 2024

FUND:    **Liability Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
<b>APPROPRIATIONS:</b>					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	573,000	573,000	573,000	0
3000	Employee Benefits	354,323	354,323	354,323	0
4000	Books and Supplies	6,000	6,000	6,000	0
5000	Services and Other Operating	8,001,402	8,001,402	10,376,402	2,375,000
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	0	0
	<b>TOTAL BEFORE INDIRECT</b>	8,934,725	8,934,725	11,309,725	2,375,000
7300	INDIRECT COSTS	0	0	0	0
	<b>TOTAL APPROPRIATIONS</b>	8,934,725	8,934,725	11,309,725	2,375,000
<b>REVENUES:</b>					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	8,992,846	8,992,846	11,152,739	2,159,893
	OTHER SOURCES	0	0	0	0
	<b>TOTAL REVENUES</b>	8,992,846	8,992,846	11,152,739	2,159,893
	Beginning Fund Balance	2,617,014	2,617,014	2,617,014	0
	Change to Fund Balance	58,121	58,121	(156,986)	(215,107)
	Ending Fund Balance	2,675,135	2,675,135	2,460,028	(215,107)

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-6**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Reclassification of School Office Manager IV from Supervisory to Classified Management, Revised Job Description for School Office Manager IV, Revised Classified Management Daily Salary Schedule 260 Duty Days, and Revised Supervisory Hourly Salary Schedule

**ITEM DESCRIPTION:** Included in the Board binders are the following:

- Revised Job Description for School Office Manager IV
- Revised Classified Management Daily Salary Schedule 260 Duty Days
- Revised Supervisory Hourly Salary Schedule

Reclassification of School Office Manager IV is from Supervisory, designated non-exempt, placed S-39 to Classified Management, designated exempt, placed E-13. This reclassification eliminates the School Office Manager IV from the Supervisory Hourly Salary Schedule. It also reflects reclassification and grade movement retroactive to May 01, 2024. The reclassification allows for recruitment and retention for High School Office Managers.

**FINANCIAL SUMMARY:** Sufficient funds are available in the District Budget.

**PREPARED BY:** Manjit Atwal

**DIVISION:** Human Resources/Labor Relations  
**PHONE NUMBER:** (559) 457-3713

**CABINET APPROVAL:** David Chavez,  
Chief, Human Resources/Labor Relations

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



**Fresno Unified School District****Classified Management Daily Salary Schedule 2023-2024****Effective May 1, 2024****Management 260 Duty Days**

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>E33</b>	Chief Operational Services	E169	\$735.15	\$773.84	\$814.57	\$857.44	\$902.57
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
<b>E32</b>	Chief Engagement and External Partnership Officer	E259	\$662.46	\$695.58	\$730.36	\$766.88	\$805.23
	Chief Equity and Access	E200					
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
<b>E31</b>	Assistant Superintendent	E159	\$594.13	\$623.84	\$655.04	\$687.79	\$722.18
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
<b>E30</b>	Executive Officer, District & School Accountability & Improvement	E104	\$559.65	\$587.64	\$617.02	\$647.87	\$680.26
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
<b>E29</b>	Administrator (General)	E195	\$525.17	\$551.42	\$579.00	\$607.94	\$638.34
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
<b>E27</b>	Director (General)	E219	\$496.38	\$521.18	\$547.22	\$574.60	\$603.35
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					

**Fresno Unified School District****Classified Management Daily Salary Schedule 2023-2024****Effective May 1, 2024****Management 260 Duty Days**

<b><u>Grade</u></b>	<b><u>Job Title</u></b>	<b><u>Job Code</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
<b>E27</b>	Director, Fiscal Services	E073	\$496.38	\$521.18	\$547.22	\$574.60	\$603.35
	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
<b>E26</b>	Administrative Analyst	E015	\$472.73	\$496.38	\$521.18	\$547.22	\$574.60
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
<b>E25</b>	Manager II (General)	E211	\$450.22	\$472.73	\$496.38	\$521.18	\$547.22
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
<b>E24</b>	Business Operations Manager (General)	E213	\$428.79	\$450.22	\$472.73	\$496.38	\$521.18
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
	Manager I, Communications	E142					
	Manager, Grounds and Landscape Services	E282					
<b>E23</b>	Executive Assistant to Superintendent	E024	\$408.37	\$428.79	\$450.22	\$472.73	\$496.38
<b>E22</b>	Analyst II, Budget	E261	\$388.92	\$408.37	\$428.79	\$450.22	\$471.90
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **Pending**

**Fresno Unified School District****Classified Management Daily Salary Schedule 2023-2024****Effective May 1, 2024****Management 260 Duty Days**

<b>Grade</b>	<b>Job Title</b>	<b>Job Code</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>E22</b>	Project Maintenance & Operations Manager	E256	\$388.92	\$408.37	\$428.79	\$450.22	\$471.90
	Supervisor, Environmental Health & Safety Services	E281					
<b>E21</b>	Analyst II, Accounting/Payroll	E199	\$370.41	\$388.92	\$408.37	\$428.79	\$450.23
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
<b>E20</b>	Coordinator I, Benefits	E032	\$352.77	\$370.41	\$388.92	\$408.37	\$428.79
	Coordinator I, Community Schools**	E279					
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
	Coordinator I, Human Resources	E278					
	Executive Chef	E276					
<b>E19</b>	Coordinator I, Purchasing	E127	\$335.96	\$352.77	\$370.41	\$388.92	\$408.37
	Coordinator I, Workers' Compensation	E175					
<b>E18</b>	Analyst I, Budget	E262	\$319.96	\$335.96	\$352.77	\$370.41	\$388.92
	Analyst I, Workers' Compensation	E019					
	Coordinator I, Warehouse Services	E133					
<b>E17</b>	Analyst I, Fiscal Services	E016	\$304.88	\$319.96	\$335.96	\$352.77	\$370.41
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
<b>E16</b>	District Supervisor II, Energy Educator	E135	\$290.21	\$304.71	\$319.96	\$335.96	\$352.77
<b>E15</b>	Athletic Trainer (Certified)	E229	\$276.39	\$290.21	\$304.71	\$319.96	\$335.96
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **Pending**Page 3 of 4  
Year: Management Salary Schedule  
2023-2024Salary may be pro-rated based  
on FTE (<1.0 FTE)



## Fresno Unified School District

### Classified Management Daily Salary Schedule 2023-2024

Effective May 1, 2024

#### Management 260 Duty Days

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E15	Coordinator, Farm to School	E277	\$276.39	\$290.21	\$304.71	\$319.96	\$335.96
E13	District Supervisor I, Custodial Services	E030	\$250.71	\$263.23	\$276.39	\$290.21	\$304.71
	District Supervisor I, Graphic Services	E174					
	Manager IV, School Office	E283					

**Duty Year of 261 reflects 228 duty days, 13 holidays plus 20 vacation days**

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 days.

\*\*Contingent upon approval of the California Community Schools Partnership Program Grant.

#### A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)

Annual \$500 for B.A. + 90\*

Annual \$1000 for M.A. on all classes\*

Annual \$1500 for Earned Doctorate\*

Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.

\*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of 261 for 12-month employees.

#### B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

#### C. CHALLENGING ASSIGNMENT INCENTIVE

Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

## FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2023-2024

Effective May 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S35	Supervisor, Benefits	S017	\$24.3090	\$25.4884	\$26.7323	\$28.0669	\$29.4924	
S36	Supervisor, Department Office	S010	\$24.7754	\$26.0844	\$27.3801	\$28.7667	\$30.3217	
	Specialist, Facilities Dept	S013						
	Specialist, School Safety/Security	S015						
S37	Supervisor, School Food Services	S026	\$25.4884	\$26.7323	\$28.0669	\$29.4924	\$31.0341	
	Supervisor, Student Records	S042						
	Supervisor, Nutrition Center	S051						
S38	Supervisor, Plant High School	S039	\$26.0844	\$27.3801	\$28.7667	\$30.3217	\$31.8636	
	Supervisor, Shipping/Receiving	S041						
<del>S39</del>	<del>Manager, School Office IV</del>	<del>S011</del>	<del>\$26.7343</del>	<del>\$28.0699</del>	<del>\$29.4740</del>	<del>\$30.9462</del>	<del>\$32.4955</del>	
S41	Supervisor, Grounds Maintenance	S028	\$28.0669	\$29.4924	\$31.0341	\$32.5765	\$34.3256	
S42	Buyer I	S001	\$28.7667	\$30.3217	\$31.8636	\$33.4316	\$35.1549	
	Trainer-Bus Driver	S048						
S45	Buyer II	S002	\$31.0341	\$32.5765	\$34.3256	\$36.0620	\$37.8114	
	Supervisor, Warehouse Operations	S046						
S48	Supervisor, Media Services	S034	\$33.4316	\$35.1549	\$36.9689	\$38.7961	\$40.7918	

## FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2023-2024

Effective May 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S50	Buyer III	S003	\$35.1549	\$36.9689	\$38.7961	\$40.7918	\$42.8132	
	Technician, Energy Management	S047						
S53	Supervisor, Accounting	S016	\$37.8114	\$39.7681	\$41.7507	\$43.8110	\$46.1303	
	Supervisor, Grounds & Landscape	S029						
	Supervisor, Operations-IMS	S036						
	Supervisor, Transport Operations	S045						
S56	Estimator, Planner-Electrical	S004	\$40.7918	\$42.8132	\$44.9512	\$47.2966	\$49.7457	
	Estimator, Planner-Mechanical	S005						
	Manager, Assistant, Project	S009						
S59	Supervisor, Telecommunications II	S044	\$43.8110	\$46.1303	\$48.4756	\$50.9636	\$53.5163	
	Scheduler, Work Control	S012						
S66	Supervisor, Building Trades - CRAFTS	S019						\$62.6442
S67	Supervisor, Building Trades - TRADES	S051						\$61.4406
S68	Supervisor, Bus Shop - CRAFTS	S020						\$55.8251
S69	Supervisor, Concrete - CRAFTS	S022						\$55.7975
S70	Supervisor, Lock Shop - CRAFTS	S032						\$62.6442

## FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2023-2024

Effective May 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S71	Supervisor, Metal - CRAFTS	S035						\$58.1301
S72	Supervisor, Mobile Unit - CRAFTS	S049						\$62.6442
S73	Supervisor, Electrical Trades - TRADES	S024						\$52.1919
S74	Supervisor, Electronics Shop - TRADES	S025						\$52.1919
S75	Supervisor, General Maintenance - TRADES	S027						\$51.2057
S76	Supervisor, HVAC & Refrigeration - TRADES	S030						\$55.5788
S77	Supervisor, Irrigation - TRADES	S031						\$38.9020
S78	Supervisor, Paint Shop - TRADES	S037						\$52.5061
S79	Supervisor, Plumber - TRADES	S040						\$55.5788

FRESNO UNIFIED SCHOOL DISTRICT  
Position Description

<b>TITLE:</b>	Manager IV, School Office	<b>REPORTS TO:</b>	Principal
<b>DEPARTMENT:</b>	High School or Adult School	<b>CLASSIFICATION:</b>	<del>Management Supervisory</del>
<b>FLSA:</b>	<del>Non</del> -Exempt	<b>WORK YEAR:</b>	Varies
<b>BOARD APPROVAL:</b>		<b>SALARY:</b>	<del>E-13S-39/Management Supervisory</del> Salary Schedule

**BASIC FUNCTION:**

Accountable for improving student achievement through the effective management of an assigned area; Efficiently organize, coordinate, schedule and perform a wide variety of complex and administrative office activities to provide timely delivery of high quality services; serve as secretary to the Principal and coordinate communications between administrators, District and site personnel, parents, students and the general public to meet the needs of students, staff and families; relieve the Principal of a wide variety of technical and administrative detail; supervise classified staff as assigned; train, supervise, evaluate and provide clear expectations of assigned staff.

**REPRESENTATIVE DUTIES:** (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Organize and coordinate a wide variety of clerical and other office functions and activities related to the administration of diverse programs and operations at a high school; prioritize and schedule duties and assignments to ensure efficiency and effectiveness and meet established timelines. *E*

Organize and direct school office functions to provide timely delivery of high-quality services; supervise classified staff; train, evaluate and provide clear expectations of assigned staff. *E*

Serve as secretary and provide administrative assistance to the Principal; make, schedule and arrange appointments, meetings and conferences; independently compose letters, memoranda and other materials. *E*

Maintain the school budget to ensure the financial viability of the district; review expenditures; process purchase orders and requisitions. *E*

Coordinate and facilitate timely communications and serve as liaison between District and site personnel, parents, students, school and community organizations and the general public to encourage valuable contributions of our families. *E*

Communicate with a diverse range of students, families, District personnel and the community; provide accurate and timely information and assistance related to District policies and school procedures and regulations; coordinate school operations and maintenance, resolve conflicts and issues and exchange information. *E*

Receive a diverse range of visitors and screen telephone calls and complaints from the public, staff and parents; exercise independent judgment in resolving routine matters or directing to appropriate department. **E**

Coordinate and assist with special events for the high school to provide students access to high quality options and a variety of activities; assist in selection of personnel and program; assure ensure adherence to legal requirements and Board policies; work with and assist personnel assigned to the event. **E**

Process time sheets in an accurate and timely manner to meet District payroll timelines. **E**

Order a variety of equipment and supplies; ensure receipt and proper distribution; inventory and monitor supplies and forms; process administrative publication slips; monitor and maintain records of equipment on loan to staff. **E**

Perform related duties as assigned.

**EDUCATION AND EXPERIENCE: Required prior to employment.**

Any combination equivalent to: graduation from high school supplemented by course work in business administration, communications or related field and four years of increasingly responsible secretarial **and management** experience involving public contact and record-keeping experience.

**LICENSES AND OTHER REQUIREMENTS:**

First Aid Certificate.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Current school office terminology, practices and procedures.

Current office practices, procedures and equipment.

Accurate financial and statistical record-keeping techniques.

Health and safety regulations.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Interpersonal skills using tact, patience and courtesy.

Telephone techniques and etiquette.

Applicable sections of current State Education Code and other applicable laws.

Letter and report writing skills.

Oral and written communication skills.

~~Correct English usage, grammar, spelling, punctuation and vocabulary.~~

Principles and practices of supervising, training, **evaluating** and providing work direction.

District organization, operations, policies, objectives and goals.

ABILITY TO:

Plan, organize, and coordinate school office activities and assist the Principal in a variety of administrative matters.  
Perform public relations and communications services for the Principal.  
Add, subtract, multiply and divide quickly and accurately.  
Compose correspondence independently.  
Type at 40 words net per minute from clear copy.  
Work confidentially and independently with many interruptions.  
Establish and maintain cooperative and effective working relationships with others **and** a diverse range of people.  
Learn, interpret, apply and explain rules, regulations, policies and procedures.  
Operate a variety of office machines including computers, calculators and copiers.  
Plan and organize work to meet schedules and timelines.  
Train, supervise, **evaluate**, provide clear expectations and regularly support professional growth.  
Compile and maintain accurate records, verify data and prepare reports.  
Learn new or updated computer systems/programs or skills to apply to current work.  
Communicate, understand, and follow both oral and written directions effectively.  
Communicate using patience and courtesy in a manner that reflects positively on the organization.  
Assist in sustaining and monitoring the financial viability of the district.  
Actively participate in meeting District goals and outcomes.  
Apply integrity and trust in all situations.

**WORKING CONDITIONS:**

ENVIRONMENT:

Office environment **and indoor and outdoor school site environment**; constant interruptions; excessive intermittent noise; ~~occasional~~ contact with dissatisfied individuals; repetitive activities.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, dexterity to operate a computer and other office equipment; sitting **and standing** for extended periods of time; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally to retrieve and store files and supplies; hearing and speaking to exchange information in person or on the telephone.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

***E = Essential Functions***

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-7**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve the 2023/24 Salary Schedule Revisions – Operations Hourly Salary Schedule Reflecting 8.5% Increase

**ITEM DESCRIPTION:** Included for the Board's consideration and approval is the following salary schedule:

- 2023/24 Operations Hourly Salary Schedule

The reason for bringing the revised current year's salary schedules for approval is to provide a publicly available board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

**FINANCIAL SUMMARY:** Sufficient funds available in the district budget.

**PREPARED BY:** Malati Gopal

**DIVISION:** Human Resources/Labor Relations

**PHONE NUMBER:** (559) 457-3713

**CABINET APPROVAL:** David Chavez,  
Chief Human Resources/Labor Relations

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





## FRESNO UNIFIED SCHOOL DISTRICT

Operations Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
N25	Custodian	0003	\$19.0845	\$20.0445	\$21.0955	\$22.1723	\$23.3401
	Worker, Warehouse Trainee*	0030					
N27	Custodian, PE Male/Female	0006	\$20.0445	\$21.0955	\$22.1723	\$23.3401	\$24.5466
N30	Custodian, Lead	0029	\$21.6664	\$22.7693	\$23.8589	\$25.0785	\$26.3760
	Operator, Swimming Pool	0014					
	Worker, Grounds Maint I	0018					
N31	Coordinator, Plant I	0004	\$22.2059	\$23.3159	\$24.4812	\$25.7056	\$26.9902
N32	Specialist, Stadium Grounds	0016	\$22.5615	\$23.6385	\$24.8061	\$26.1034	\$27.4007
	Worker, Grounds Maint II	0019					
	Worker/Driver, Warehouse I	0024					
N33	Coordinator, Plant II	0005	\$23.1066	\$24.3390	\$25.5193	\$26.7651	\$28.1014
	Courier, District	0001					
	Driver, Bus	0009					
	Driver, Truck	0012					
	Driver, Senior Bus*	0010					
N34	Operator, School Farm Lab	ZZ294	\$23.6385	\$24.8061	\$26.1034	\$27.4007	\$28.7891
	Worker, Grounds Maint III-Chipper Truck Operator	0020					
	Worker, Grounds Maint III-Gang Reel Mower Operator	0026					
	Worker, Warehouse/Freezer	0021					

Year 2023-24

8.5% increase effective 7/1/2023

Board approved Pending

## FRESNO UNIFIED SCHOOL DISTRICT

Operations Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
N35	Courier, District II	O002	\$24.3390	\$25.5193	\$26.7651	\$28.1014	\$29.5285
	Driver, Relief Bus	O011					
	Manager, Auditorium Operations	O013					
	Worker/Driver, Warehouse II	O025					
N36	Worker, Grounds Maint IV - Aerator Tractor	O027	\$24.8061	\$26.1034	\$27.4007	\$28.7891	\$30.3457
	Worker, Grounds Maint IV - Line Burner	O022					
	Worker, Grounds Maint IV - Tractor Loader	O028					
	Worker, Grounds Maint IV - Tree Trimmer	O023					
N38	Scheduler, Transportation	O015	\$26.1034	\$27.4007	\$28.7891	\$30.3457	\$31.8898
N43	Dispatcher/Special Educ Dispatcher	O008	\$29.5058	\$30.9820	\$32.5310	\$34.1575	\$35.8655

\*Senior Bus Drivers will receive a 15% incentive added to their base salary, and an additional 5% incentive for qualifying for the Blackwell award.

\*Warehouse Worker Driver Trainee to be upgraded to Warehouse Worker Driver I after completing one year and meeting the standard of expectations for the training period.

Year 2023-24

8.5% increase effective 7/1/2023

Board approved Pending

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-8**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Agreement with City of Fresno for Summer Swim Program at Fresno Unified School District Pools

**ITEM DESCRIPTION:** Included in the Board binders and recommended for approval is an agreement with the City of Fresno for use of Fresno Unified School District pools for a City-operated summer swim program commonly referred to as “Blue Space”. The program will operate June 15, 2024, through July 28, 2024. The summer swim program improves access to swim lessons and recreational swimming, and provides youth employment opportunities. The district’s partnership with the City began in 2017 and has been very well received by the community.

Details are below:

- Swim lessons will be offered Monday through Friday at Bullard, Edison, Fresno, Hoover, McLane, Roosevelt and Sunnyside High Schools
- Community recreational swimming will be offered Saturday and Sunday at Edison, Fresno, Hoover, McLane and Roosevelt High Schools
- City will provide certified lifeguards and related staff during all program hours
- District will provide chemicals, maintenance and repair of pools and pool facilities

The agreement provides for administrative extension year to year by City of Fresno and Fresno Unified School District unless there are material changes in the terms.

**FINANCIAL SUMMARY:** Sufficient funds in the estimated amount of \$116,632 for the cost of pool chemicals, custodial supplies, utility costs and personnel overtime coverage related to the program are available in the Extended Learning Department budget.

**PREPARED BY:** Deana Clayton

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**SUPERINTENDENT APPROVAL:**  
Robert G. Nelson, Ed.D.



## Contract Routing Form



### Request for Risk Management Approval

Please review the agreement that was routed by email (also linked below-Budget Manager Final version).

#### If agreement is approved:

1. On PDF, apply your initials and stamp final page
2. Attach to this routing by uploading in "Approved as to Form" field below
3. Complete the process by scrolling down to Risk Management approval for routing to continue to CFO office.

#### If there is an issue with the agreement:

1. Utilize the PDF version to redline
2. Send back to Department contact
3. The vendor will need to initial the remarks
4. The Department contact will email you the initialed document
5. Apply your initials and stamp final page
6. Come back to this form, upload the Approved as to Form
7. Apply approval at bottom of form to continue routing

**Budget Manager signed-FINAL**

Upload

20240425114446265.pdf

342KB

**Risk Management Approved as to Form \***

Upload the document for routing to CFO office

Upload

### VENDOR INFORMATION

City of Fresno PARCS Dept

**Vendor Address \***

2600 Fresno Street, Fresno CA 93721

**Vendor Contact \***

Primary/Signature Authority

Kayla Garcia-Shields; Shelby McNab

**Vendor Contact (Title) \***

Program Manager, City of Fresno PARCS

**Vendor Email \***

kayla.garcia-shields@fresno.gov

**Vendor Contact Phone \***

5592832622

### SCHOOL SITE/DEPARTMENT INFORMATION

**Site/Department \***

Operational Services

**Site Contact Email \***

William.Belanger@fresnounified.org

**Site Contact Phone \***

559-457-3074

### CONTRACT DETAILS

Contract Total \$ 0.00

Amount is: \* Authorized as Not to Exceed

Contract Start Date \* 6/15/2024

Contract End Date \* 7/28/2024

## Budget

Fund *	Unit *	Dept *	Objt *	Actv *	Func *	Amount *	
.	.	.	.	.	.	.	×
.	.	.	.	.	.	.	×
.	.	.	.	.	.	.	×

Click "Add" below to insert rows for multiple budget lines

[Add](#)

Budget Manager \* William.Belanger@fresnounified.org

Fingerprint Requirements \* FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

☐ Yes

☐ No

Summarized Services to be provided \* For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

Agreement with City of Fresno for no fee use of District pools for Summer Swim Program (Blue Space) consisting of swim lessons and community recreational swimming.

Date item is to appear on Board of Education Agenda: (Contracts of \$15,000 or more)

5/22/2024

Do you want to submit this contract with the Bundled Contracts Agenda Item? No, this will be taken to the BOE sepa

## Routing Approvals

### Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to be modified, or why this contract is rejected.

Contract Phase FINAL

Department Leader William.Belanger@fresnounified.org

Department Leader Signature

William Alex Belanger

Alex Belanger | 4/25/2024 4/25/2024 9:08:53 AM

Cabinet Level Officer Chief Operations Officer

Cabinet Level Officer

*Paul Idsvoog*

Paul Idsvoog | 4/25/2024 4/25/2024 11:32:26 AM

**Risk Management\***

Stacey Sandoval

Sign

Mai Moua 4/25/2024 4/25/2024 4:15:56 PM

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

Action History (UTC-08:00)

[Click here to Continue](#)

by David Her 4/25/2024 9:05:05 AM (What needs to be purchased)

Submit

by David Her 4/25/2024 9:08:43 AM (Other)

- The task was assigned to David Her. The due date is: April 26, 2024 5:00 PM 4/25/2024 9:05:06 AM

Approve

by Alex Belanger 4/25/2024 11:32:24 AM (Review by Dept Head)

■ Next step is COO approval then Risk Management as to form, then board item approval and finalize with Patrick Jensen

- The task was assigned to Alex Belanger. The due date is: April 26, 2024 4:00 PM 4/25/2024 9:08:53 AM

Approve

by Paul Idsvoog 4/25/2024 4:15:42 PM (Review by Cabinet)

- The task was assigned to Ruth Perez. The due date is: April 26, 2024 4:00 PM. The priority is: High 4/25/2024 11:32:27 AM

- Ruth Perez reassigned the task to Paul Idsvoog 4/25/2024 11:34:26 AM

'Review by Risk Management' was assigned to Mai Moua 4/25/2024 4:15:55 PM

**AGREEMENT BETWEEN  
CITY OF FRESNO AND FRESNO UNIFIED SCHOOL DISTRICT FOR USE OF DISTRICT  
POOLS FOR SUMMER SWIM PROGRAM**

This Agreement is made and entered into as of this 23 day of May, 2024, between the City of Fresno, a California municipal corporation (City) and Fresno Unified School District, a public school district (District).

**RECITALS**

- A. District is authorized by California Education Code Section 10910 to allow for use of District properties for community recreational purposes.
- B. City has an objective of, where feasible, using school sites for community use and to maximize the efficient use, maintenance, and supervision of public facilities.
- C. Expanded community use of District school facilities will maximize utilization of District property and improve opportunities for public and community recreational activity in the City and its various communities.
- D. City and District mutually desire to enter into this Agreement for purposes of expanding access to District's swimming pools, in accordance with the terms granted herein (the Summer Swim Program).

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by City and District, the parties agree as follows:

- 1. **Acknowledgement of Recitals and Definitions.** All foregoing recitals are true and correct and incorporated herein by this reference as though fully set forth herein.
- 2. **Grant of License.** District hereby grants City a no fee license (the License) to use District Pools identified in Exhibit A hereto (Pools) for use in its Summer Swim Program consisting of community recreational swimming, and swim lessons. Sites may be added or modified upon mutual written letter agreement of the parties. The term of the License (the License Term) shall commence on June 15, 2024, and shall continue for a term of one year. At the end of the License Term, upon mutual agreement of the parties, this Agreement may be extended administratively year to year by City and District with an addendum hereto, so long as sufficient appropriations are in place to fund the Summer Swim Program. Either party may terminate the Agreement, in its sole discretion, at any time during the term of the Agreement by providing written notice to the other party specifying an effective termination date at least thirty days from the date of the notice. Provisions of the License are below.
  - a. **Priority of Use.** The priority of use for Pools shall be as follows:
    - 1) District/Civic Center use for aquatics activities and programs
    - 2) City use for Summer Swim Program
  - b. **Scheduling of Use.** Pools identified for community recreational swimming



and swim lessons are specified in Exhibit A, attached hereto. City will coordinate scheduling with District Facilities Department, not to exceed twelve months in advance of anticipated use. Scheduled use will be based on pool availability and program needs, and the parties shall exercise good faith efforts to agree to the joint use schedule and to resolve any conflicting uses.

- c. **Auxiliary Facilities.** If possible and agreed upon by the District, City's License shall include the ability to make use of auxiliary facilities including restroom facilities and storage areas in reasonable proximity to the pools. Auxiliary facilities and fixed equipment, such as parking lots, bleacher seats, and other fixtures designated for use in connection with such auxiliary facilities, shall be included herein.
- d. **City Use During Regular District Hours.** Subject to scheduling requirements and use priorities specified in Subsections (a) and (b) above, priority use of Pools shall be made available to the City for the Summer Swim Program for no facility use charge.
- e. **Pool Maintenance and Repair.** District is responsible for chemicals, maintenance, and repair of Pools. Outside of standard District maintenance operational hours (Monday- Friday, 7:00 a.m.-2:30 p.m.) and periods of co-use by City and District, City shall test chemical levels of Pools per industry standards and record the information in shared "pool chemical reading log." City shall make reasonable efforts to notify District of any issues with Pools during District maintenance operations hours and follow an agreed upon procedure to notify District outside of standard maintenance operational hours during holidays, evenings, and weekends.
- f. **Downtime for Maintenance.** When Pools are taken out of service for maintenance, repairs, and/or upgrades, activities cannot be scheduled during this time. District will notify City of the estimated downtime period as soon as issues are identified.

3. **City Responsibilities.**

- a. City is responsible for supervision of Pools during City programming set forth in this Agreement, with American Red Cross certified lifeguards, pool assistants and/or aides provided at all times during the Summer Swim Program. City is not responsible for supervising participants in programming operated by District or other third parties that may occur concurrent with City use. District to provide key(s) to City of Fresno.
- b. City will retain generated program revenue to offset staffing and site-specific instructional supply costs.
- c. City shall provide basic lifeguarding equipment to Pools such as rescue tubes, deck chairs, first aid kits, sunscreen, etc. City may place portable storage units at Pool sites in locations approved by District.
- d. City is responsible for locking and unlocking Pool access gates on days no District activities are scheduled and/or occurring. District and City will generate a locking and unlocking access gates schedule for the summer swim season.

4. **District Responsibilities.**

- a. Where City and District mutually agree upon City's use of auxiliary facilities per Section 2.c., District is responsible for providing custodial services for such auxiliary facilities at its expense.
- b. District shall provide for City's use of lifeguard stands and advanced lifeguarding equipment to Pools such as accessibility lift, shepherd's crook, backboard, etc. When using District equipment, City is responsible for examining and ensuring equipment is in good working condition and acceptable for use. District equipment must be stored and secured as found. Should vandalism and/or theft occur due to City's negligence, City shall be responsible for replacement.
- c. District is responsible for locking and unlocking access gates to Pools on days District activities precede and or extend past the standard City operating schedule. District and City will generate a locking and unlocking access gates schedule for the summer swim season. District to provide key(s) to City of Fresno.
- d. A walk-through will take place at each site prior to the commencement of the Summer Swim Program to orient City staff with specifics related to the pool and auxiliary facilities.

5. **Indemnification.** As authorized by Government Code Section 895.4, during the License Term; City shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents, and volunteers, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by District, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the use of District facilities by City or any of its officers, officials, employees, agents, volunteers, or invitees. City's obligations under the preceding sentence shall apply regardless of whether District, or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused solely by the gross negligence, or caused by the willful misconduct of District or any of its officers, officials, employees, agents, or authorized volunteers. District agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California or California Government Code Section 810 et seq..

Throughout the life of this Agreement, City shall pay for and maintain in full force and effect all policies of insurance as required in Section 6, which is incorporated into and part of this Agreement. The required policy(ies) of insurance as stated in Section 4 shall maintain limits of liability of not less than those amounts stated therein. However, the insurances limits available to District or any of its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds available to the named insured.

Subject to California Government Code Section 810 et seq and the Tort

Claims Act of the State of California, City shall conduct all defenses at its sole cost. The fact that insurance is obtained by City shall not be deemed to release or diminish the liability of City, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims, applicable to this agreement, regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of City. The policy limits do not act as a limitation upon the amount of defense and /or indemnification to be provided by City. Approval of purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of City, its officials, officers, employees, agents, volunteers, or invitees.

This section shall survive termination or expiration of this agreement.

6. **Insurance.** It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. Notwithstanding, City shall maintain, at its own cost, the following minimum insurance coverage and shall identify the District as an additional insured under the same:

- a. Commercial general liability insurance. Said insurance shall not be less than \$2,000,000 per occurrence.
- b. Commercial automobile liability insurance which shall cover all owned, non- owned and hired automobiles. Said insurance shall not be less than \$2,000,000 per occurrence.
- c. Workers' compensation and employer liability which shall not be less than \$1,000,000.

Evidence of identifying the District as an additional insured shall be provided by the City upon request. Should City contract out any of the above responsibilities or obligation to this Agreement, City will require contractor, in writing, to indemnify and defend District as required in the License Agreement. Contractor will also be required to provide the following insurance requirements in favor of District and City.

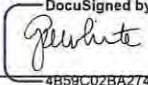
7. **Funding Contingency.** Except for the indemnity obligations specified herein, the obligations of City and District are limited to and contingent upon appropriation of sufficient funding in each fiscal year during the term of the Agreement.
8. **Independent Contractors.** The parties are acting as independent contractors. Neither party, nor any of its officers, associates, agents, or employees shall be deemed an employee, partner, or agent of the other for any purpose. Each party shall retain as program income any and all income generated by its respective use hereunder.
9. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the

party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

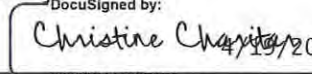
**[signature page follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO, a California  
municipal corporation

By:   
Georgeanne A. White  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:   
Christine C. Charifar  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date \_\_\_\_\_

FRESNO UNIFIED SCHOOL  
DISTRICT, a public school district

By: \_\_\_\_\_  
Patrick Jensen  
Chief Financial Officer

REVIEWED BY:

  
Stacey Sandoval  
Risk Manager

May 1, 2024

## EXHIBIT A

### 2024 SUMMER SWIM PROGRAM

The 2024 program will operate June 15, 2024 through July 28, 2024.

#### Community Recreational Swimming

Edison  
Fresno  
Hoover  
McLane  
Roosevelt

#### Swim Lessons Pools

Bullard (small pool only)  
Edison  
Fresno  
Hoover  
McLane  
Roosevelt  
Sunnyside (small pool only)

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-9**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Agreement with Aetna Life Insurance for Open Choice Preferred Provider Organization Plan

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Aetna Open Choice Preferred Provider Organization (PPO) plan for dependents of our Medicare retirees who are not Medicare eligible or not enrolled in Medicare. As the district moves towards a fully insured Medicare Advantage Plan, we must ensure our retirees and their dependents are covered.

Approximately 375 dependents currently participate in the plan. Participants access medical services through the PPO Network, similar to active employees and early retirees. Aetna currently has nationwide coverage and providers in all 50 states.

The district moved to 100% in-network coinsurance effective January 01, 2024, and this policy will reflect this change for the estimated 375 lives under the plan. The agreement is for 18 months to align the renewal date with the other programs for consistency.

Total premiums will fluctuate based on enrollment. There is a 7.80% increase in improving the plan and extending the agreement by 18 months, estimated at \$416,122. This eighteen-month period is effective July 01, 2024, through December 31, 2025. The estimated cost will be about \$6.3 million.

These services align with JHMB's established goals and responsibilities for providing high-quality health care to active employees and retirees.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$6,305,010 are available in the Internal Service Health Fund.

**PREPARED BY:** Steven Shubin

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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# Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

<p>Aetna Life Insurance Company</p> <hr/> <p><b>Vendor Name</b> 619-497-4024</p> <hr/> <p><b>Phone Number</b></p> <hr/> <p><b>From:</b> 07/01/2024 <i>Click or tap to enter a date.</i></p> <hr/> <p><b>Term (Duration)</b></p> <hr/> <p><b>FUSD Contract Administrator:</b> Steven Shubin</p> <hr/> <p><b>Name</b></p> <hr/> <p><b>Budget</b> (Fund-Unit-Dept.-Activity-Object) \$6,305,010</p> <hr/> <p><b>Annual Cost \$</b> _____ (Contract will not be authorized to exceed this amount w/o BOE approval)</p>	<p>9350 Waxy Way, Suite #210, San Diego Ca 92123</p> <hr/> <p><b>Address</b> Jeffrey Friedli</p> <hr/> <p><b>Vendor Contact</b></p> <hr/> <p>12/31/2025 <b>Through:</b> <i>Click or tap to enter a date.</i></p> <hr/> <p><b>Benefits Department</b> <span style="float: right;">559-457-3539</span></p> <hr/> <p><b>Site/ Dept</b> <span style="float: right;"><i>telephone number</i></span></p> <hr/> <p>670-0880-0841-6000-0000-5856</p> <hr/>
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**Fingerprint Requirements:** *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.*

Yes ☐

No ☒

**Scope of Work Summary:**

Preferred Provider Organization (PPO) plan for dependents of our retirees who are not Medicare eligible or not enrolled in Medicare.

As the district moves towards a fully insured Medicare Advantaged Plan there is a need to make sure our retirees and their dependents are covered.

Date Item is to appear on **Board of Education Agenda:** (Contracts of \$15,000.00 or more) click to enter date

Reviewed & approved by **Cabinet Level Officer:**

*Signed*

*Date*

Reviewed & approved by **Executive Director, Risk Management:**

*[Signature]*

Apr 25, 2024

*Signed*

*Date*

Please return signed contract to:

Christina Everitt Christina.Everitt@fresnounified.org Benefits Department

559-457-3539

*Name*

*Department*

*Telephone*





Fresno Unified  
School District  
*Preparing Career Ready Graduates*

# Fresno Unified School District Independent Contractor Services Agreement

## GENERAL INFORMATION

School/Department Budget: 670-0880-0841-6000-0000-5856

District Contact Person: Steven Shubin

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Aetna Life Insurance Company

Contractor's Contact Person: Jeffrey Friedli

Contractor's Title: Sr. Account Director, Aetna Public & Labor

Contractor's Telephone Number: 619-497-4024

Contractor's E-mail: FriedliJ@aetna.com

Contractor's Address: 9350 Waxy Way, Suite #210, San Diego, CA 92123

Contractor's Taxpayer ID# or SSN#: 066033492

This Independent Contractor Services Agreement (the "Agreement") is made and entered into effective 7/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Aetna Life Insurance Company ("Contractor").

## Scope of Services, Term and Compensation

1. Contractor Services. Contractor agrees to provide (see attached Renewal Proposal).

2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
4. Term. This Agreement shall begin on 7/1/2024 , and shall terminate on 12/31/2025 There shall be no extension of the term of the agreement without express written consent from all parties.
5. Compensation. District agrees to pay Contractor in accordance with the rates set forth in the Group Policy. Checks will be made payable to Aetna Life Insurance Company. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor any premium and fees not subject to a good-faith premium or fee dispute within thirty-one (31) days of the first day of the month in accordance with the terms of the group policy. District shall pay any premium due through any grace period described in the group policy up to the day of termination.

“Good faith premium or fee dispute”: If any portion of the premium or fees is reasonably disputed, the District shall pay the Contractor the undisputed portion, and provide written details of disputed amounts to the Contractor explaining the District’s good-faith basis for disputing such premium or fees within thirty-one (31) days of the Contractor notifying the District of discrepancies between the premium and fees paid by the District and amounts the Contract believes are due and payable. The District may withhold such disputed portion during pendency of such dispute, during which time the Parties agree to use commercially reasonable efforts an negotiate promptly and in good faith to resolve the dispute.

Notwithstanding the above, the District’s right to reasonably dispute all or any portion of premium or fees will not in any way nullify the Contractor’s termination rights under the group policy.

6. Incidental Expenses:

☐ Yes (see below)      ☒ No, Vendor initial here BD

Contractor shall be reimbursed only for reasonable expenses properly and actually incurred in the performance of services provided for District.

- a. Lodging \$\_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
  - b. Meals                \$\_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast
    - i. \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
  - c. Travel \$\_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - d. Supplies \$\_\_\_\_\_ As negotiated with school/department contracting for service.
  - e. Total Estimated Cost (Sum of paragraphs 5 and 6a – d): \$\_\_\_\_\_
  - f. Other                \$\_\_\_\_\_
7. Employment. Are you a FUSD employee?  
☐ Yes  
☒ No
8. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?  
☐ Yes  
☒ No
9. California Residency. Contractor is a resident of the state of California:  
☐ Yes  
☐ No



10. Conflict of Interest. Intentionally Omitted.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason in accordance with the Termination Section of the Group Policy. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper at its own expense.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 13, 14, 18, 19, and 20; and (b) all premium and fees due and payable hereunder which are not subject to a good-faith premium or fee dispute through the termination date in accordance with Paragraphs 5 and 6.

There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

12. Transfer of Data. Following termination of the Agreement, and upon payment of all premium and fees which are not subject to a good-faith premium or fee dispute by the District, Contractor shall transfer all the District and participant data necessary to administer the plan to the successor carrier. Such data shall be transferred to the successor carrier at the direction of the District 60 days after the effective date of termination.

### **Confidentiality**

#### **13. Confidential Information**

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral proprietary or Business Confidential Information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

For the avoidance of doubt:

The term "Business Confidential Information" as it relates to the District means the District identifiable business proprietary data, procedures, materials, lists and systems, but does not include Protected Health Information ("PHI") as defined by HIPAA or other claims-related information.

The term "Business Confidential Information" as it relates to Contractor means the Contractor identifiable business proprietary data, rates, fees, provider discount or payment information, procedures, materials, lists and systems.

- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contracted personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within ten (10) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.b. Upon the request of the District Contractor shall provide a written acknowledgement that each of its Representatives is bound by agreements with substantially the same terms of this Paragraph 13.b.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance, if it is reasonably possible to do so:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
  - iii. At the District's request, Contractor shall take reasonable steps to assist the District in the District's pursuit, at its expense, of a protective order to restrict the disclosure of Confidential Information.
- e. All Confidential Information initially provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to such Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any of such Confidential Information. After its review of such Confidential Information Contractor will return to the District all such Confidential Information disclosed to it (including copies or summaries of such Confidential Information), or with the District's permission destroy such Confidential Information and certify in writing that it has been destroyed.
- f. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

#### **Indemnification, Insurance, and Taxes**

14. **Indemnity.** For purposes of this Agreement, the Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against that portion of any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred directly arising out of or directly resulting from: performance of this Agreement (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under this Agreement; damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the Contractor or their respective Agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. 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.

Contractor will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances. Contractor shall observe the standard of care and diligence required of a fiduciary under applicable state law.

The District and Contractor agree that: (i) health care providers are not the agents or employees of the District or Contractor and neither party renders medical services or treatments to Plan Participants; (ii) health care providers are solely responsible for the health care they deliver to Plan Participants, and neither the District nor the Contractor is responsible for the health care that is delivered by health care providers; and (iii) the indemnification obligations in this Section 14 do not apply to any portion of any loss relating to the acts or omissions of health care providers with respect to Plan Participants.

For the purposes of this Agreement, "Agent" means a representative who is authorized to act for or in the place of a party to this Agreement but does not include:

- (i) health care providers; or
- (ii) licensed producers such as brokers.



15. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; (3) Errors and Omissions Insurance with a policy limit of no less than \$5 million (\$5,000,000) dollars; and (4) a Cyber liability policy shall be maintained with a limit of not less than \$10 million (\$10,000,000) dollars per claim. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. The District shall be included as an additional insured on the Commercial General Liability and Business Automobile Liability policies by separate endorsement (blanket endorsements are acceptable). A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.
16. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, district will not withhold FICA (Social Security); State or Federal unemployment insurance contributions, State or Federal income tax or disability insurance. Contractor is independently responsible for the payment of all such applicable taxes.
17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

#### **Dispute Resolution**

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate court in Fresno, California.
19. Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.
20. Attorney's Fees. Intentionally Omitted.

#### **Miscellaneous**

21. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:  
Executive Director of Purchasing  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Avenue  
Fresno, CA 93722

cc:  
Executive Officer  
Payroll and Benefits Department  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93722

cc:  
Attn: Giovanni Pacheco & Sharlene Langhoff  
Marsh McLennan  
9171 Towne Center Drive, Suite #500  
San Diego, CA 92122

Contractor:

Attn.: Jeffrey Friedli, Sr. Account Director  
Aetna Public & Labor  
9350 Waxy Way, Suite #210  
San Diego, CA 92123

22. Entire Agreement. The Group Policy and this Agreement are intended by the Parties as the final expression of their agreement. The terms included in the Group Policy and any riders thereto and herein are the complete and exclusive statements of the Parties' agreement 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. The Group Policy is a fully insured policy filed and approved by the California Department of Insurance (CDI). The Parties intend that the terms of this Agreement may clarify and expand upon terms in the Group Policy only as permitted by state law. In the event of a conflict or inconsistency between the terms of the Group Policy or this Agreement, the Parties shall follow the Order of Precedence in paragraph 34.
23. 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.
24. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
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 agrees that it shall comply with all applicable legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
26. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
27. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.

28. Waiver and Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
29. Assignment. Intentionally omitted.
30. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.
31. Business Associate Agreement. Intentionally omitted.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
34. Order of Precedence. In the event of a conflict in the provisions of this Agreement and any subsequent contracts, the following shall prevail in the order set forth below:
1. The Group Policy and any Riders thereto.
  2. This Agreement and any Amendments thereto.
  3. The Contractor's Letter of Understanding dated January 5, 2023.
  4. The Contractor's response to the District's Request for Proposal.

\*\*\*

**DISTRICT**

Fresno Unified School District

\_\_\_\_\_  
*Patrick Jensen, Chief Financial Officer*

\_\_\_\_\_  
*Date*

**CONTRACTOR**

Aetna Life Insurance Company



Jeffrey Friedli, Sr. Account Director

\_\_\_\_\_  
*Name/Title*

4/12/24

\_\_\_\_\_  
*Date*

Approved As To Form:



Apr 25, 2024

*Stacey Sandoval, Executive Director*  
*Risk Management*

# Aetna Life Insurance Company

## Amendment

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**Policyholder:** Fresno Unified School District

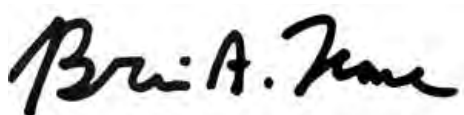
**Group Policy number:** GP-0891049

Amendment effective date: July 1, 2024

Your group policy is changed. The following describes the changes. This change is effective on the date shown above.

The policy terms and premium due dates have changed as shown below:

<b>Policy terms:</b>	
	<i>The term shall be:</i>
	The period beginning on July 1, 2024 and ending on December 31, 2025.
	<i>After that, the terms are:</i>
	The 12 consecutive month period beginning on January 1 of each year.
<b>Premium due dates:</b>	The effective date and the 1st day of each succeeding calendar month.



Brian A. Kane  
President  
Aetna Life Insurance Company  
(A Stock Company)

Renewal Date Change  
Issue Date: April 2, 2024





**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

PLAN FEATURES	IN-NETWORK	OUT-OF-NETWORK
<b>Benefit Limitations</b> - For any service or supply that is subject to a maximum visit, day, or dollar limitation on a per year basis, the benefit year begins on January 1st unless otherwise mandated. Refer to your plan documents for more information.		
<b>Deductible</b> (per calendar year)	\$250 Individual \$500 Family	\$750 Individual \$1,500 Family
All covered expenses accumulate simultaneously toward both the in-network and out-of-network Deductible. Unless otherwise indicated, the deductible must be met prior to benefits being payable. Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible. Pharmacy expenses do not apply towards the Deductible. The family Deductible is a cumulative Deductible for all family members. The family Deductible can be met by a combination of family members; however, no single individual within the family will be subject to more than the individual Deductible amount.		
<b>Member Pays</b>	Covered 100%; after deductible	40%; after deductible
Applies to all expenses unless otherwise stated.		
<b>Payment Limit</b> (per calendar year)	\$2,100 Individual \$4,200 Family	\$10,000 Individual \$20,000 Family
All covered expenses accumulate simultaneously toward both the in-network and out-of-network Payment Limit. Certain member cost sharing elements may not apply toward the Payment Limit. Pharmacy expenses do not apply towards the Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays, and deductibles (except any penalty amounts) may be used to satisfy the Payment Limit. The family Payment Limit is a cumulative Payment Limit for all family members. The family Payment Limit can be met by a combination of family members; however, no single individual within the family will be subject to more than the individual Payment Limit amount.		
<b>Lifetime Maximum</b> Unlimited except where otherwise indicated.		
<b>Payment for Out-of-Network Care**</b>	Not Applicable	Professional: 105% of Medicare Facility: 140% of Medicare
<b>Primary Care Physician Selection</b> Calendar Year	Optional	Not Applicable
<b>Certification Requirements</b> - Certification for certain types of Out-of-Network care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$400 per occurrence.		
<b>Referral Requirement</b>	None	None
PREVENTIVE CARE	IN-NETWORK	OUT-OF-NETWORK
<b>Routine Adult Physical Exams/ Immunizations</b> 1 exam every 12 months up to age 65, 1 exam every 12 months age 65 and older	Covered 100%; deductible waived	Not Covered
<b>Routine Well Child Exams/Immunizations</b> 7 exams first 12 months, 3 exams 13th - 24th months, 3 exams 25th - 36th months, 1 exam per 12 months thereafter to age 22.	Covered 100%; deductible waived	Not Covered
<b>Routine Gynecological Care Exams</b> 1 OBGYN exam and pap smear per year	Covered 100%; deductible waived	40%; after deductible
<b>Routine Mammograms</b>	Covered 100%; deductible waived	40%; after deductible



**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>PREVENTIVE CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Women's Health</b>	Covered 100%; deductible waived	Covered according to standard claim practice.
Includes: Screening for gestational diabetes, HPV (Human- Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for human immunodeficiency virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies and counseling. Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.		
<b>Routine Digital Rectal Exam</b>	Covered 100%; deductible waived	40%; after deductible
Recommended: For covered males age 40 and over.		
<b>Prostate-specific Antigen Test</b>	Covered 100%; deductible waived	40%; after deductible
Recommended: For covered males age 40 and over.		
<b>Colorectal Cancer Screening</b>	Covered 100%; deductible waived	40%; after deductible
Recommended: For all members age 45 and over.		
<b>Routine Eye Exams</b>	Covered 100%; deductible waived	Not Covered
1 routine exam per 24 months.		
<b>Routine Hearing Screening</b>	Covered 100%; deductible waived	Not Covered
<b>PHYSICIAN SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Office Visits to non-Specialist</b>	Covered 100%; after \$15 office visit copay; deductible waived	40%; after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
<b>Specialist Office Visits</b>	Covered 100%; after \$15 office visit copay; deductible waived	40%; after deductible
<b>Hearing Exams</b>	Not Covered	Not Covered
<b>Pre-Natal Maternity</b>	Covered 100%; deductible waived	40%; after deductible
<b>Walk-in Clinics</b>	Covered 100%; after \$15 office visit copay; deductible waived	40%; after deductible
<b>Designated Walk-in Clinics</b> Covered 100%; deductible waived		
Walk-in Clinics are free-standing health care facilities that (a) may be located in or with a pharmacy, drug store, supermarket or other retail store; and (b) provide limited medical care and services on a scheduled or unscheduled basis. Urgent care centers, emergency rooms, the outpatient department of a hospital, ambulatory surgical centers, and physician offices are not considered to be Walk-in Clinics.		
<b>Allergy Testing</b>	Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed
<b>Allergy Injections</b>	Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed
<b>DIAGNOSTIC PROCEDURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Diagnostic X-ray</b> (Other than Complex Imaging Services)	Covered 100%; after deductible	40%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
<b>Diagnostic Laboratory</b>	Covered 100%; after deductible	40%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
<b>Diagnostic Complex Imaging</b>	Covered 100%; after deductible	40%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		



**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>EMERGENCY MEDICAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Urgent Care Provider</b>	Covered 100%; after \$35 office visit copay; deductible waived	40%; after deductible
<b>Non-Urgent Use of Urgent Care Provider</b>	Not Covered	Not Covered
<b>Emergency Room</b>	Covered 100%; after \$100 copay; deductible waived	Same as in-network care
Copay waived if admitted		
<b>Non-Emergency Care in an Emergency Room</b>	Not Covered	Not Covered
<b>Emergency Use of Ambulance</b>	Covered 100%; after deductible	Same as in-network care
<b>Non-Emergency Use of Ambulance</b>	Not Covered	Not Covered
<b>HOSPITAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient Coverage</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Inpatient Maternity Coverage</b> (includes delivery and postpartum care)	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Outpatient Hospital Expenses</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Outpatient Surgery - Hospital</b>	Covered 100%; deductible waived	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Outpatient Surgery - Freestanding Facility</b>	Covered 100%; deductible waived	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Mental Health Inpatient</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Mental Health Office Visits</b>	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Other Mental Health Services</b>	Covered 100%; after deductible	40%; after deductible
<b>SUBSTANCE ABUSE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Substance Abuse Inpatient</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Residential Treatment Facility</b>	Covered 100%; after deductible	40%; after deductible
<b>Substance Abuse Office Visits</b>	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Other Substance Abuse Services</b>	Covered 100%; after deductible	40%; after deductible
<b>OTHER SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Skilled Nursing Facility</b> Limited to 60 days per year	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Home Health Care</b> Limited to 120 visits per year. Home health care services include private duty nursing Limited to 3 intermittent visits per day by a participating home health care agency; 1 visit equals a period of 4 hrs. or less.	Covered 100%; after deductible	40%; after deductible



**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>Hospice Care - Inpatient</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Hospice Care - Outpatient</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Private Duty Nursing - Outpatient</b>	Covered as part of Home Health Care	Covered as part of Home Health Care
Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift.		
<b>Outpatient Rehabilitative Speech Therapy</b>	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
<b>Outpatient Physical and Occupational Therapy</b>	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
<b>Spinal Manipulation Therapy</b>	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
Limited to 20 visits per year		
<b>Habilitative Physical Therapy</b>	Covered 100%; after deductible	40%; after deductible
<b>Habilitative Occupational Therapy</b>	Covered 100%; after deductible	40%; after deductible
<b>Habilitative Speech Therapy</b>	Covered 100%; after deductible	40%; after deductible
<b>Autism Behavioral Therapy</b>	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
Covered same as any other Outpatient Mental Health benefit		
<b>Autism Applied Behavior Analysis</b>	Covered 100%; after deductible	40%; after deductible
Covered same as any other Outpatient Mental Health Other Services benefit		
<b>Autism Physical Therapy</b>	Covered 100%; after deductible	40%; after deductible
<b>Autism Occupational Therapy</b>	Covered 100%; after deductible	40%; after deductible
<b>Autism Speech Therapy</b>	Covered 100%; after deductible	40%; after deductible
<b>Durable Medical Equipment</b>	Covered 100%; after deductible	40%; after deductible
<b>Orthotics</b>	Covered 100%; after deductible	40%; after deductible
Orthotics and special footwear covered for persons with foot disfigurement.		
<b>Diabetic Supplies -- (if not covered under Pharmacy benefit)</b>	Covered same as any other medical expense.	Covered same as any other medical expense.
<b>Affordable Care Act Mandated Women's Contraceptives</b>	Covered 100%; deductible waived	Covered same as any other expense.
<b>Women's Contraceptive drugs and devices not obtainable at a pharmacy</b>	Covered 100%; deductible waived	Covered same as any other expense.
<b>Infusion Therapy</b> Administered in the home or physician's office	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
<b>Infusion Therapy</b> Administered in an outpatient hospital department or freestanding facility	Covered 100%; after deductible	30%; after deductible
<b>Vision Eyewear</b>	Not Covered	Not Covered
<b>Transplants</b>	Covered 100%; after deductible Preferred coverage is provided at an IOE contracted facility only.	40%; after deductible Non-Preferred coverage is provided at a Non-IOE facility.
<b>Bariatric Surgery</b>	Not Covered	Not Covered
<b>Acupuncture</b> Limited to 20 visits per year	Covered 100%; after \$15 copay; deductible waived	40%; after deductible
<b>"Other" Health Care -- 20% member coinsurance, after deductible, for services that are neither in-network nor out-of-network.</b>		



**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>FAMILY PLANNING</b>		<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Infertility Treatment</b>		Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed
Diagnosis and treatment of the underlying medical condition only.			
<b>Comprehensive Infertility Services</b>		Not Covered	Not Covered
Artificial insemination and ovulation induction			
<b>Advanced Reproductive Technology (ART)</b>		Not Covered	Not Covered
In-vitro fertilization (IVF), zygote intrafallopian transfer (ZIFT), gamete intrafallopian transfer (GIFT), cryopreserved embryo transfers, intracytoplasmic sperm injection (ICSI), or ovum microsurgery			
<b>Vasectomy</b>		Your cost sharing is based on the type of service and where it is performed	40%; after deductible
<b>Tubal Ligation</b>		Covered 100%; deductible waived	40%; after deductible
<b>PHARMACY</b>		<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Pharmacy Plan Type</b>		Advanced Control Plan - Aetna	
<b>Value Drugs Tier 1A</b>			
	<b>Retail</b>	Covered 100%	40% of submitted cost
	<b>Mail Order</b>	Covered 100%	Not Applicable
<b>Preferred Generic Drugs</b>			
	<b>Retail</b>	\$10 copay	40% of submitted cost Maximum \$250
	<b>Mail Order</b>	\$20 copay	Not Applicable
<b>Preferred Brand-Name Drugs</b>			
	<b>Retail</b>	\$35 copay	40% of submitted cost Maximum \$250
	<b>Mail Order</b>	\$70 copay	Not Applicable
<b>Non-Preferred Generic and Brand-Name Drugs</b>			
	<b>Retail</b>	\$50 copay	40% of submitted cost Maximum \$250
	<b>Mail Order</b>	\$100 copay	Not Applicable
<b>Pharmacy Day Supply and Requirements</b>			
<b>Mandatory Maintenance Choice</b>	<b>Retail</b>	Up to a 30-day supply from Aetna National Network	
		After two retail fills, you'll need to fill 90-day supplies with CVS Caremark Mail Service Pharmacy™ or at CVS Pharmacy stores. Otherwise, the member will be responsible for meeting a greater cost-sharing (i.e., penalty)	
	<b>Opt Out</b>	The member must notify us of whether they want to continue to fill at a network retail pharmacy by calling the number on the member ID card.	
	<b>Specialty</b>	Up to a 30-day supply All prescription fills must be through our preferred specialty pharmacy network. Advanced Control Formulary Aetna Insured List	



**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

**Choose Generics with Dispense as Written (DAW) Override** – The member pays the applicable copay. If the physician requires brand-name, member will pay brand-name copay. If the member requests brand-name when a generic is available, the member pays the applicable copay plus the difference between the generic price and the brand-name price.

**Plan Includes:** Diabetic supplies and Contraceptive drugs and devices obtainable from a pharmacy. Contraceptives covered up to a 12-month supply. Contraceptive copay strategy applies. Includes sexual dysfunction drugs for females and males, including daily dose, additional 6 tablets a month for males for erectile dysfunction.

A limited list of over-the-counter medications are covered when filled with a prescription.

Oral chemotherapy drugs covered 100%

Precertification and quantity limits included

Step Therapy included

Seasonal Vaccinations covered 100% in-network

Preventive Vaccinations covered 100% in-network

One transition fill allowed within 90 days of member's effective date

Affordable Care Act mandated female contraceptives and preventive medications covered 100% in-network.

<b>Prescription Drug Annual Out of Pocket Maximum</b>	\$400 Individual	Not Applicable
	\$800 Family	

**GENERAL PROVISIONS**

**Dependents Eligibility** Spouse, children from birth to age 26 regardless of student status.

**\*\*We cover the cost of services based on whether doctors are "in network" or "out of network." We want to help you understand how much we pay for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this "out-of-network" care.**

You may choose a provider (doctor or hospital) in our network. You may choose to visit an out-of-network provider. If you choose a doctor who is out of network, your health plan may pay some of that doctor's bill. Most of the time, you will pay a lot more money out of your own pocket if you choose to use an out-of-network doctor or hospital.

When you choose out-of-network care, we limit the amount it will pay. This limit is called the "recognized" or "allowed" amount.

- For doctors and other professionals, the amount is based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much we "recognize" depends on the plan you or your employer picks.

- For hospitals and other facilities, the amount is based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much we "recognize" depends on the plan you or your employer picks.

Your doctor sets his or her own rate to charge you. It may be higher -- sometimes much higher -- than what your plan "recognizes." Your doctor may bill you for the dollar amount that we don't "recognize." You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the "recognized charge" counts toward your deductible or out-of-pocket maximums. To learn more about how we pay out-of-network benefits visit our website.

You can avoid these extra costs by getting your care from Aetna's broad network of health care providers. Go to [www.aetna.com](http://www.aetna.com) and click on "Find a Doctor" on the left side of the page. If you are already a member, sign on to your Navigator member site.



**Fresno Unified School District**  
Effective Date: 07-01-2024  
Open Choice® PPO

**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

This applies when you choose to get care out of network. When you have no choice (for example: emergency room visit after a car accident, or for other emergency services), we will pay the bill as if you got care in network. You pay cost sharing and deductibles for your in-network level of benefits. Contact us if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your cost sharing and deductibles.

This way of paying out-of-network doctors and hospitals applies when you choose to get care out of network. When you have no choice (for example: emergency room visit after a car accident), we will pay the bill as if you got care in network. You pay your plan's copayments, coinsurance and deductibles for your in-network level of benefits. Contact us if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your copayments, coinsurance and deductibles.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not our agents. Provider participation may change without notice. We do not provide care or guarantee access to health services.

If you are in a plan that requires the selection of a primary care physician and your primary care physician is part of an integrated delivery system or physician group, your primary care physician will generally refer you to specialists and hospitals that are affiliated with the delivery system or physician group.



**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

The following is a list of services and supplies that are *generally* not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and dental X-rays.
- Donor egg retrieval
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- Hearing aids
- Home births
- Immunizations for travel or work, except where medically necessary or indicated.
- Implantable drugs and certain injectable drugs including injectable infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- Radial keratotomy or related procedures.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction/enhancement, including therapy, supplies or counseling or prescription drugs.
- Special duty nursing.
- Therapy or rehabilitation other than those listed as covered.
- Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Translation of the material into another language may be available. Please call Member Services at **1-888-982-3862**.

Puede estar disponible la traducción de este material en otro idioma. Por favor llame a Servicios al Miembro al **1-888-982-3862**.

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to [www.aetna.com](http://www.aetna.com).

Aetna and MinuteClinic, LLC (which either operates or provides certain management support services to MinuteClinic-branded walk-in clinics) are both within the CVS Health family.





An Aetna Renewal  
Presented to

## Fresno Unified School District

Financial Renewal Overview: July 01, 2024 - December 31, 2025  
Plan Sponsor Numbers: 891049

## Fresno Unified School District

### Why Aetna?

Effective Date: July 01, 2024

We're more than products and programs. **We offer a health care experience that's more caring, more** connected and closer to home. With a holistic approach we join members on their personal health journey, removing barriers along the way. And we work proactively to help every member achieve their goals and stay on a path to better health.

Because you have unique needs we offer customized, tailored solutions. And we have a plan to take care of each of your employees, helping to increase engagement, improve outcomes and boost productivity.

We know health care can be overwhelming. So we work together with you to help make each member of your team a stronger individual. Stronger individuals lead to a stronger workforce. And when you have a stronger workforce, you can achieve stronger results.

You can learn more about Aetna here:

<https://www.aetna.com/about-us.html>

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The Aetna companies include:

Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Washington Inc., Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York, Corporate Health Insurance Company; Aetna Life Insurance Company; Aetna Dental Inc.; and/or Aetna Dental of California Inc.; Aetna Health of Utah Inc. Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Managed care plans may not cover all health care expenses. Contracts should be read carefully to determine which health care services are covered. While this material is believed to be accurate as of the print date, it is subject to change. For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at:

[www.aetna.com](http://www.aetna.com)

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.

Jeffrey Friedli  
Sr. Account Executive

Phone: 619-497-4024  
Email: FriedliJ@AETNA.com

Brian Donohue  
Ld Dir, Underwriting  
151 Farmington Avenue  
Hartford, CT 06156  
Phone: 860-273-6820  
Email: DonohueB@aetna.com

February 5, 2024

Fresno Unified School District  
c/o Ms. Franceen Hanley, Delta Fund Administrators  
1234 W Oak St  
Stockton, CA 95203

Dear Franceen,

Thank you for allowing us to serve your health insurance and health benefit needs during the past year.

This package provides information to help you develop the future benefits program for Fresno Unified School District. As we approach the anniversary of our relationship in the journey to better health, we are pleased to present you with your medical renewal for the July 01, 2024 through December 31, 2025 policy period.

It's important to understand the full financial picture of your benefit plan. Therefore, the enclosed package provides the following important information about the cost of your current program and the value we bring to you and your company.

- **Fully Insured Medical Plans**

The cost to operate your current medical plan(s) will not change.  
This renewal reflects both the premium and commission.

- **Programs and Services**

This section provides a summary of programs and services included in your plan of benefits.

- **Caveats**

Our renewal offer is contingent upon the parameters outlined here. It is important to note that deviations from these assumptions may result in additional charges and/or adjustments on our Medical quotations. Please review this section thoroughly.

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your policy. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/large-group-insured-medical-underwriting-disclosures-06-06-2023.pdf>

**Your renewal package remains in effect until December 31, 2025.**

If there are no changes that impact the conditions of this renewal as outlined in our Caveats section, the rates will remain in effect through December 31, 2025. This renewal package is considered an amendment to your existing policy. Continuance of your benefit plan and payment of rates constitutes your acceptance of this renewal. If you'd like to make any plan changes or if you have any questions, please contact me by June 01, 2024 at 619-497-4024. It's been a pleasure working with you and I look forward to our continued relationship.

Sincerely,

Jeffrey Friedli  
Sr. Account Executive

Brian Donohue  
Ld Dir, Underwriting

**Each insurer has sole financial responsibility for its own products.**

**Health benefits and health insurance plans contain limitations and exclusions.**

**Fresno Unified School District**  
**Proposed Offering - 18-Month Rates**

**Contact Information**

Account Manager: Jeffrey Friedli Email: FriedliJ@AETNA.com  
Telephone Number: 619-497-4024

**Assumptions**

Contract State: CA Lives: 292  
Pooling Level: \$175,000 Sic Code: 8211  
Commissions: 0.00% Mem/EE Ratio: 1.21  
Rx Formulary: Advanced Control Formulary Aetna Insured

**Proposed Rates**      **Effective Date:** July 1, 2024      **End Date:** December 31, 2025

Coverage	Lives	Current Rates	Proposed Rates	% Change
Open Choice PPO				
Medicare Eligible Dependents Under 65 Plan				
Child(ren) Dependent	56	\$1,040.17	\$1,060.97	2.00%
Spouse Dependent	204	\$1,449.66	\$1,478.65	2.00%
Spouse +Child(ren) Dependent	32	\$2,831.11	\$2,887.73	2.00%
Total	292	\$444,576	\$453,467	2.00%

<b>Total Medical Lives</b>	<b>292</b>
<b>Current Monthly Total Amount Due</b>	<b>\$444,576</b>
<b>Proposed Monthly Total Amount Due</b>	<b>\$453,467</b>
<b>Total % Change</b>	<b>2.00%</b>
<b>Proposed Total Contract Period Amount Due</b>	<b>\$5,441,606</b>

**Clarifications**

The Medical Pooling Level indicated in the assumptions above represents what was used in your pricing based on company standards for your market and case size. This may be subject to change.

## Fresno Unified School District

Programs and Services - Fully Insured Funding		Effective Date: July 01, 2024	
<b>Program Summary</b>	Medicare Eligible Dependents U65 OC PPO Plan		
<b>Implementation/Account Management</b>			
Designated Account Management Team	Yes		
Designated Service Center	Yes		
Open Enrollment Marketing Material	Yes		
ID Cards	Yes		
<b>Network Services</b>			
Institutes of Excellence™	Yes		
No Cost/Low Cost Designated Walk In Clinic (MinuteClinic®)	Yes		
National Advantage™ Program	Yes		
National Medical Excellence Program®	Yes		
<b>Care Management</b>			
Aetna Enhanced Maternity Program	Yes		
Aetna Health Connections - Disease Management <sup>SM</sup>	Yes		
Enhanced Clinical Review	Yes		
MedQuery® with physician messaging	Yes		
Regional Case Management	Yes		
Utilization Management	Yes		
<b>Member Resources</b>			
Member Services	Yes		
Aetna Concierge	Yes		
Member Website and Mobile Experience	Yes		
<b>Wellness Programs and Services</b>			
Aetna Health Your Way™ Core	Yes		
24-Hour Nurse Line (frm.IHL): 1-800# Only	Yes		
<b>Reporting</b>			
Utilization Management Reporting	Yes		
<b>Behavioral Health</b>			
AbleTo Network – member cost share may apply	Yes		
Applied Behavioral Analysis (ABA)	Yes		
Managed Behavioral Health	Yes		

Your benefit plans may include access to CVS Health Virtual Primary Care™, CVS Health Virtual Care™ and/or Teladoc Health for telemedicine services where available.

## Fresno Unified School District

### Caveats - Fully Insured

Effective Date: July 01, 2024

For the purposes of this document, Aetna may be referred to using "we," "our" or "us" and Fresno Unified School District may be referred to using "you" or "your".

Our quoted rates are proposed for the policy period effective July 01, 2024 through December 31, 2025.

Our renewal is illustrative and subject to change based upon underwriting review of total claims and large claims data that is current to within 120 days of the renewal date. You will receive final rates approximately 120 days prior to the renewal date.

The caveats below apply to any future rate adjustments made for the same policy period unless new caveats and assumptions are provided.

### Underwriting Caveats

We reserve the right to revise the premium, modify the terms of the offer or terminate if:

#### Enrollment

There is a 15 percent change in the enrolled number of employees in total or by plan from our enrollment assumptions. This includes the impact of new or terminating locations and/or groups. (Change in census is based on additions and subtractions - a 60 life group who adds 3 people and takes away 3 others has a 6 person change in census even though they stay at 60 lives.) Our renewal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

#### Member-to-Employee Ratio

The member-to-employee ratio changes by more than 15 percent from the 1.21 ratio assumed in this quote.

#### COBRA Enrollment

The number of COBRA enrollees exceeds 0 percent of the total enrolled group or changes by more than 2 percent from the enrollees assumed in this quote. COBRA enrollees must be eligible for the same benefits as the active population.

#### Retiree Enrollment

The number of early or non-Medicare eligible retirees exceeds 0 percent of the total enrolled group or changes by more than 2 percent from the enrollees assumed in this quote. Early or non-Medicare eligible retirees must be eligible for the same benefits as the active population. Patient Management programs are excluded for Medicare primary members.

#### Plan Eligibility

The quoted plans are only for active employees and pre-65 retirees.

#### Quoted Benefits and Administration

A material change is initiated by you or by legislative or regulatory action which affects the cost of the plan. A material change includes, but is not limited to, changes impacting standard contract provisions, account structure, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

#### Industry

The nature of business and/or SIC code changes from the 8211 code assumed in this quote.

#### Total Replacement

We're the sole carrier for the quoted lines of coverage.

#### Affordable Care Act Non-Renewal

Under Affordable Care Act (ACA) and state insurance regulations, a group health insurance policy may be non-renewed for certain reasons.



## Fresno Unified School District

### Caveats - Fully Insured

Effective Date: July 01, 2024

#### Assumptions

#### Underwriting

##### Prospective Quoting

The quoted insured medical rates are offered on a prospectively rated basis. No policy year accounting balance will be calculated for these coverages.

##### Participation

Our rates assume at least 75 percent of eligible employees excluding spousal and parental waivers must enroll in our Medical plans, but not less than 50 percent of all eligible employees regardless of spousal and parental waivers. We may adjust your final rates if our final participation level changes by more than 10 percent from what was assumed or falls below 30 percent of eligible employees regardless of spousal or parental waivers. Where federal law and state law permit, we may non-renew if our participation level falls below 20 percent of eligible employees participants regardless of spousal or parental waivers.

##### Contributions

You must provide the contribution strategy for both current and proposed plan(s).

##### Plan Design

This renewal is based on the current benefit plan designs, plus any noted deviations. Our standard provisions, contract wording and claim settlement practices will apply for items not specifically outlined. All applicable government regulations and state mandates will apply. These products are offered subject to the terms of our Benefit Review Document.

##### Underlying Plan

Our rates assume that there are no underlying plans in effect that will either partially or completely subsidize any member cost sharing including but not limited to copays, deductibles, and/or coinsurance balances.

##### Prescription Drug Benefits

Prescription drug benefits are included and will be provided by Aetna.

##### Point of Service Rebates

This renewal may include point of service rebates ("POS Rebates") favorable to, and shared with, eligible subscribers and dependents. However, Aetna reserves the right to make appropriate changes to the premium offered hereunder in the event POS Rebates are discontinued, in whole or in part, on account of any material changes made to

- (i) the laws, rules and/or regulations applicable to POS Rebates or
- (ii) any material drug manufacturer rebate contracts providing the source for POS Rebates.

##### Additional Products, Programs and Services

Costs for special services rendered that are not included or assumed in the pricing guarantee will be direct-billed after such services have been rendered. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

##### Member Communications

Pricing assumptions include direct communications access to Aetna membership through both ongoing Aetna Health communications and relevant ongoing included product/program specific communications. These communications can reduce member and plan costs by guiding in care navigation, managing chronic conditions, promoting preventive services, and more.

#### Billing Information

##### Billing and Payment of Premium

Amount due is payable on the first day of the month covered by the invoice. If the amount due is not paid in full within 30 days, we reserve the right to terminate the contract and/or assess late premium payment charges.

##### Producer Compensation

We are not serving as billing and collection agent for producer compensation. Our quoted rates do not include Producer Service Fees or commissions.



# Fresno Unified School District

**Caveats - Fully Insured**

**Effective Date: July 01, 2024**

## Claim and Member Services

### Medical Service Center

We've assumed that claim administration and member services for the quoted plans will be managed centrally by the XXXXXXXX Service Center. Members will be able to reach the Member Service representatives Monday through Friday from X a.m. to X p.m., .

### Summary Plan Description (SPD) Modification

We've assumed that the standard SPD language will be used and any customization may require an additional cost.

## Reporting and Data Transfer

### Aetna Intellectual Property

Under the Group Policy, you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Group Policy ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Group Policy. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Group Policy shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

## Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your policy. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure document, the information in your package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetna.com/large-group-insured-medical-underwriting-disclosures-06-06-2023.pdf>

## Legislative and Regulatory Requirements

### Affordable Care Act (ACA) Taxes and Fees

The Affordable Care Act (ACA) imposes several fees/assessments. The Health Insurance Provider Fee (HIF) was applicable in 2020, but a federal omnibus bill signed on December 20, 2019 repealed the HIF for 2021 and beyond. Still applicable in 2024 is Patient-Centered Outcomes Research Trust Fund fee (PCORI). It applies to issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.

This rate quote includes, as applicable, an estimate of the PCORI fee. We reserve the right to modify the rate, or otherwise recoup such fees, based on future regulatory guidance, subsequent state regulatory approvals, or if estimates are materially insufficient.

### Regulatory Reporting

We are entitled to rely on information supplied by you in connection with any regulatory filings we provide on your behalf or any other services we provide. We are not responsible for any penalties or fees associated with reporting delays/errors caused by your failure to provide us with accurate or timely information.

### Mandates

Benefit provisions are subject to state, local, and federal mandates. Future mandates will be incorporated in the plan(s) as of the date required by law and may require rate adjustments.

## Fresno Unified School District

**Caveats - Fully Insured**

**Effective Date: July 01, 2024**

### California

#### **Fraudulent Information**

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### **California Rate Request Review**

Pursuant to California Insurance Code § 101199.1(a)(1), this document includes your proposed rate changes and the Large Group Policyholder Request Form which we have made available here:

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/employer-plans/document-library/forms/cdi-large-group-contractholder-request.pdf>

Upon receiving notice of a rate change, a large group policyholder that has more than 2,000 total insureds and coverage that is experience rated in whole or blended, may apply to the Department of Insurance (DOI) to review the rate change by sending an email with the completed form within 60 days of this notice to this address: [HealthRateReview@insurance.ca.gov](mailto:HealthRateReview@insurance.ca.gov)



## Offer of Optional Benefits For Large Groups

Commercial health insurers must offer large group health plan sponsors optional coverage for specific benefits in certain states.

- If a group health plan is issued out of one of the five states listed in the chart below, the optional benefit listed below is offered. If accepted, the optional benefit will be provided to any subscriber regardless of where they reside.
- In addition, if a group health plan is issued in any state other than Alaska or Texas and has subscribers who reside in Alaska or Texas, only those subscribers who actually reside in Alaska or Texas as applicable would receive the Alaska or Texas optional benefit if accepted by the plan sponsor.
- Finally, for group health plans issued outside of California that have 50% or more of their employees located in California, the optional benefit for California is offered. If the California optional benefit is accepted, the benefit would be provided to all California subscribers.

Plan sponsors may request a quote from their account manager for any optional benefits that apply to them. If optional benefits are elected, the group health plan premium may increase.

Standard Aetna health plans may include similar benefits even if optional benefits are declined. If coverage for optional benefits is not desired, simply sign and return this form.

Optional Benefits	Policy Issued Out Of	Description
Dental, Hearing, and Vision Benefit	Alaska	All Policyholders may elect dental, hearing, and vision coverage <b>for Alaska residents</b> that is comparable to dental, vision, and hearing benefits to an individual entitled to medical benefits under Public Employees Retirement System of Alaska. <u>AS Ins. Code Ann. 21.42.385 (2009)</u>
TMJ – Musculoskeletal Disorders of the Face, Neck, or Head	Arkansas	Arkansas Policyholders may elect coverage of surgical and non-surgical procedures and diagnosis for musculoskeletal disorders affecting any bone or joint in the face, neck, or head, including TMJ and cranio-mandibular disorder. Coverage will include in-mouth appliances. <u>ARK. Ins. Code Ann. §23.79.150 (2019)</u>
Infertility/GIFT Treatment	California	California Policyholders may elect coverage for infertility treatment including gamete intra-fallopian transfer (GIFT), but not including in-vitro fertilization. For groups under 500 eligible lives: <ul style="list-style-type: none"> <li>• The Comprehensive infertility/GIFT Benefit Rider covers 6 cycles of ovulation induction, 6 cycles of artificial insemination and</li> <li>• 1 cycle of gamete intra-fallopian transfer in the lifetime of the member.</li> </ul> <u>CAL. Ins. Code Ann. §10119.6 (2014) &amp; CAL. Health &amp; Safety Code Ann. §1374.55 (2014)</u>
Hearing Aids **	Illinois	Illinois Policyholders may elect optional coverage for hearing instruments and related services to augment communication. Coverage is limited to \$2,500 per hearing instrument every 24 months. <u>215 I.L.C.S.356z.30a (2020)</u>
Temporomandibular Joint Dysfunction **	Illinois	Illinois Policyholders may elect optional coverage for medical treatment of temporomandibular joint disorder and craniomandibular disorder. <u>215 I.L.C.S.5/356q (1995)</u>
In-vitro Fertilization **	Texas	All Policyholders may elect coverage for Texas residents of outpatient expenses that arise from in vitro fertilization procedures. Benefits for in-vitro fertilization procedures are provided at the same level as other pregnancy-related procedures under the plan. <u>Tex. Ins. Code Ann. §§ 1366.001 – 1366.007 (2005)</u>
Additional Hearing Impairment Coverage (not available to HMO contract holders)	Texas	All Policyholders may elect optional coverage which includes: <ul style="list-style-type: none"> <li>• Routine Speech and Hearing exams.</li> </ul> Policyholders may elect optional coverage which: <ol style="list-style-type: none"> <li>1) is not less favorable than coverage for physical illness generally under</li> </ol>

the plan; and  
2) must be subject to the same durational limits, dollar limits, deductibles, and coinsurance factors as coverage for physical illness generally under the plan.

Tex. Ins. Code Ann. §§ 1365.001 – 1365.004 (2005)

\*\* Applies to self-funded public non-ERISA plan sponsors in addition to fully insured plan sponsors.

Please review and complete the information below and return this completed form to your Aetna account manager:

☐ I acknowledge receipt of this notice.

☐ I would like to receive a quote for the following optional coverage(s) applicable to my plan:

☐ I am not interested in receiving a quote for any of the optional coverage applicable to my plan.

Note: renewing your plan without adding optional coverage constitutes a rejection of this offer.

Signature	
Title	Date
Group Policyholder Name	Policy/Control Number

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-10**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Agreement with Intellias, Inc.

**ITEM DESCRIPTION:** Included in the Board binders is an agreement between Fresno Unified School District and Intellias, Inc. Intellias Inc. will lead the migration of the current on-premises Infor version 10 system to the Infor CloudeSuite HR Talent and Payroll system.

Intellias's scope of work will be to migrate to CloudeSuite from the current on-premises configuration and plan and manage the integration process, which will include two separate phases that impact all employees, dependents, and retirees. Intellias will help design, process map, and configure the application, lead the design, and build all interfaces, test, and deploy for staff.

Phase one will include Core HR, Talent Acquisition, Compensation, Position Budget Management, and Benefits, while phase two will include Payroll, Contract Management, and Absence Management. An estimated 9,925 hours will be needed to complete the project, which will cost \$1,843,275 and be fully live and functional by July 01, 2026.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$1,843,275 are available in the Unrestricted General Fund.

**PREPARED BY:** Steven Shubin

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29502

**Vendor Number**

Intellias, Inc.

**Vendor Name**

720-422-5863

**Phone Number**

**From:** 7/1/2024

**Term (Duration)**

**FUSD Contract Administrator:**

Steven Shubin

**Name**

1002 Beltwood PKwy, Farmers Branch TX 42011

**Address**

Chad Mitchell

**Vendor Contact**

**Through:** 6/30/2026

Payroll and Benefits Dept

**Site/ Dept**

559-457-6227

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Function-Object)** 030-0709-0889-5899-0000-7200

**Annual Cost** \$ 1,843,275.00 (Estimated Amount)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

**Scope of Work Summary:**

Intellias, Inc. to migrate the District's Human Resources, Payroll, and Benefits over to Infor CloudeSuite. The process will be in two phases with a total cost of an estimated \$1.84 million and be live and have a fully supported system.

Please indicate where the work will be performed:

Work to be performed remotely in the state of California

Date Item is to appear on **Board of Education Agenda:** 05/22/24  
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

04/10/2024

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Apr 12, 2024

Signed

Date

Please return signed agreement back to (name/email) : Christina Everitt Christina.Everitt@fresnounified.org

Work Order No. 15-S  
To the Master Services Agreement  
Between Fresno Unified School District ("Customer")  
And Intellias, Inc. ("Intellias")

THIS WORK ORDER #15-S is made as of the Work Order Date by and between Intellias and Customer, as follows:

- (1) Scope of Work: Intellias shall perform the following services ("Consulting Services"): Migration from Infor version 10 (on-premises) to Infor CloudSuite HR Talent and Payroll will include:
- A. Plan & Management
    - 1. Project Kickoff
    - 2. Creation of Project Plan based on agreed upon dates and Deliverables
    - 3. Work in tandem with Customer Project Manager throughout project
    - 4. Joint management of Project Plan with Customer throughout project
    - 5. Coordination with Infor cloud team
    - 6. Execution of milestones and deliverables
    - 7. Management of Intellias project team
    - 8. Joint leadership with Customer PM of weekly/bi-weekly status calls
    - 9. Joint management of project issues or risks with Customer
    - 10. Bi-Weekly updates to the project steering committee, with option to adjust frequency
    - 11. Weekly status reports to Customer Project Manager
    - 12. Out of Scope:
      - a. Management of Customer resources/teams (Module Leads and Resources)
  - B. Design
    - 1. In-Scope Modules (detailed in Appendix B)
      - a. Org & Person Structure (Core HR)
      - b. Benefits
      - c. Compensation
      - d. Talent Acquisition, including preboarding/onboarding
      - e. Position Budget Management
      - f. Intersession solution
      - g. Payroll
      - h. Teacher Contract Management
      - i. Absence Management
    - 2. Process Mapping – confirmation/review of Current State Analysis documentation, alignment and design of Future State processes
      - a. To-Be design including process improvements
    - 3. Conference Room Pilot (CRP) – Intellias will provide detailed test plans, scripts, and execution of CRP. CRP will provide a proof of concept for each application covered within the scope of this project. This will provide key information that will be used in the build-out of a production environment. A script tracker will be used to log progress and issues.
      - a. CRP System Requirements
      - b. CRP System Build
      - c. CRP Execution
    - 4. Application Design
      - a. Lead system design sessions and develop system design document(s)
      - b. Support Customer through Security matrix, mapping to delivered roles and user profiles
      - c. Support Customer through RICE Inventory process
      - d. Catalog RICE inventory and align delivered solutions
      - e. Lead Data Conversion/Migration design sessions

### C. Build

1. Application Build – configuration of Infor test system
2. Technical Build/Blueprint – Technical Design, Development, and Unit Testing (RICE)
  - a. Data Migration Factory (“DMF”) Support for Phase 1
  - b. Lead design of data mapping (legacy system data to Infor data) for Phase 2 data migration
  - c. Security Setup
  - d. Integration and automation design/development support based on the RICE hours estimate as detailed in Section 7 – Fee
  - e. Configure workflows using Infor’s data lake ETL tool and/or Streaming Pipelines for up to twenty (20) objects to be replicated from Infor’s cloud to a destination designated by Customer and as permitted by the delivered functionality of the tool
3. Technical Workshops (Reference Appendix D: Technical Workshops)
  - a. Infor Configuration Console
  - b. Infor Process Automation
  - c. Infor OS (Cloud)
  - d. Configuration/setup/management of delivered Birst dashboards for HR Talent and Payroll
4. Out of Scope:
  - a. Development of data conversion extracts
  - b. Building cross walk tables (where applicable)
  - c. Extracting data for 1st data migration
  - d. Validating data for 1st data migration
  - e. Resolving data load issues

### D. Testing

1. System Integrated Test (“SIT”)
  - a. Create Test, Plan, and Schedule
  - b. Lead Customer through Scenario Definition
  - c. System preparation and build
  - d. Data Migration Factory (“DMF”) support for Phase 1 data conversions
  - e. Data Migration support for Phase 2 as detailed in Appendix C
  - f. Development of test scripts
  - g. Support testing and perform issue resolution
  - h. Create initial detailed Cutover Plan
2. User Acceptance Test (“UAT”)
  - a. Support Customer during creation of Test, Plan, and Schedule
  - b. Support Customer during Scenario Definition
  - c. System preparation and build
  - d. Data Migration Factory (“DMF”) support for Phase 1 data conversions
  - e. Data Migration support for Phase 2 as detailed in Appendix C
  - f. Support Customer during testing and issue resolution
  - g. Guide Customer ownership of detailed Cutover Plan
3. Out of Scope:
  - a. Development of UAT test scripts
  - b. Defining test scenarios
  - c. Data extracts

### E. Deployment

1. Finalize Cutover Planning with Customer team
2. Contingency Planning with Customer team
3. Mock Cutover
  - a. Data Migration Factory (“DMF”) support for Phase 1 data conversions
  - b. Data Migration support for Phase 2 as detailed in Appendix C



4. Go-Live
    - a. Data Migration Factory (“DMF”) support for Phase 1 data conversions
    - b. Data Migration support for Phase 2 as detailed in Appendix C
  5. Out of Scope:
    - a. Develop and Conduct End User Training (Customer Responsibility)
    - b. Validation of Data (Customer Responsibility)
  - F. Post Live Support
    1. General system support
    2. Open Enrollment
    3. Two Payroll Cycles
    4. Accruals Processing
- (2) Deliverables: The following deliverables (“Deliverables”) align with each phase and will be completed as described above in Scope of Work:

Project Phase/Milestone	Deliverables
Planning & Management	<ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Status Reports</li> <li>• Budget Reports</li> <li>• Risk &amp; Decision Log</li> </ul>
Design	<ul style="list-style-type: none"> <li>• Future state processes</li> <li>• Configured Infor system with subset of data for CRP</li> <li>• CRP Scripts</li> <li>• CRP Schedule</li> <li>• CRP Issue Log</li> <li>• System Design Documents</li> <li>• Security Role Mapping</li> <li>• Data Migration Design</li> <li>• Technical Blueprint draft</li> </ul>
Build	<ul style="list-style-type: none"> <li>• Configured Infor test system</li> <li>• Updated design workbooks (if necessary)</li> <li>• Technical blueprint design document</li> <li>• Technical development items (converted data, Configuration Console, IPA, ION, etc.)</li> <li>• Configured workflows using Infor’s data lake ETL tool and/or Streaming Pipelines for up to twenty (20) objects to be replicated from Infor’s cloud</li> </ul>
Systems Integration Testing (SIT)	<ul style="list-style-type: none"> <li>• Configured SIT tenant</li> <li>• SIT Test Plan</li> <li>• Test Scenarios/Scripts</li> <li>• Test Results documentation</li> </ul>
User Acceptance Testing (UAT)	<ul style="list-style-type: none"> <li>• Configured UAT tenant</li> <li>• UAT Test Plan</li> <li>• Test Scenarios/Scripts</li> <li>• Test Results documentation</li> </ul>
Deployment (Go-Live)	<ul style="list-style-type: none"> <li>• Provide warranty and support (as needed)</li> </ul>
Training/Workshops	<ul style="list-style-type: none"> <li>• Technical workshops identified in Section 1.c.</li> </ul>

- (3) Customer Responsibilities: Customer shall perform the tasks and provide the following items as a condition precedent to the obligations of Intellias hereunder:
- A. Intellias shall be given access to the applicable resources and workstream owners for requirement gathering and questions throughout the duration of the project.
  - B. Project timelines are subject to availability of Customer resources and their ability to actively engage in project activities.
  - C. Identifying users and their respective roles and responsibilities for security alignment.
  - D. Intellias will be given access to Infor Concierge to submit and track incidents related to the project.
  - E. Infor Campus training courses are required during the initial phase of implementation. Intellias will provide Customer with a list of relevant Infor Campus training based on the scope outlined above.
  - F. Customer shall provide the following resources to serve a key role in the project and perform the tasks detailed as a condition precedent to the obligations of Intellias hereunder:

Role	Role Description
Executive Sponsor (Steering Committee members)	<ul style="list-style-type: none"> <li>Defines organizational goals and reporting relationships</li> <li>If necessary, prioritizes the major elements of the implementation</li> <li>Approves and allocates the necessary resources for the implementation</li> <li>Determines the ability of the organization to support planned changes in terms of financial and other resources, i.e., backfill positions, hardware, training, etc.</li> <li>Assesses corporate impact of issues and determines the ability of the organization to supplement or reinforce business unit strengths</li> <li>Approves and accepts all project related contracts and deliverables</li> <li>Delivers District-wide communication regarding new system and Change Manage messaging</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Works closely with Intellias Project Manager to create schedules and activities, assign personnel and monitor project deliverables and budget</li> <li>Manages all Customer work efforts that are not assigned to Intellias</li> <li>Coordinates and directs day-to-day activities for Customer team members</li> <li>Monitors project execution against the baseline project plan</li> <li>Integrates and maintains an overall project plan that incorporates all sub-plans of Customer, Intellias, and any other entities involved in the project</li> <li>Acts as a primary point of contact for Customer</li> <li>Escalates project issues through Customer's organization</li> <li>Accepts or Rejects Intellias' Deliverables</li> </ul>
Module Leads	<p><i>Required for each module implemented; however, could be the same resource for multiple modules</i></p> <ul style="list-style-type: none"> <li>Supports the creation and signoff of the functional requirements, as well as other business level documents (e.g., test plans, UAT testing).</li> <li>Facilitates decision-making and escalation needs</li> <li>Participates in scope definition and project planning activities</li> <li>Performs project activities according to project plan</li> <li>Reports weekly status, issues and potential risks to the project managers</li> <li>Ensures that information provided to the project team is up-to-date and accurate</li> </ul>
Module Resources	<p><i>As needed to support respective Module Lead</i></p> <ul style="list-style-type: none"> <li>Participates in scope definition and project planning activities</li> </ul>

Role	Role Description
	<ul style="list-style-type: none"> <li>• Performs project activities according to project plan</li> <li>• Reports weekly status, issues and potential risks to the project managers</li> <li>• Ensures that information provided to the project team is up-to-date and accurate</li> </ul>
Change Management / Documentation Specialist	<ul style="list-style-type: none"> <li>• Executes and maintains the Communication Plan for the project</li> <li>• Develops the Organizational Change Management Plan</li> <li>• Assesses the organization's readiness for change</li> <li>• Maintains sponsorship involvement</li> <li>• Assesses impacts to the organization and mitigation strategies to reduce negative effects</li> <li>• Plans for and executes training programs for all affected users</li> <li>• Plans for and executes communication programs for all affected business organizations</li> <li>• Prepares end users for accepting the new system, owning it, and maintaining its continued operation</li> </ul>
Technical Lead	<ul style="list-style-type: none"> <li>• Provides system help and education to the system users</li> <li>• Maintains security administration for the system</li> <li>• Conducts database administration support activities</li> <li>• Tests all enhancements, patches, and fixes to the system</li> <li>• Acts as liaison to management concerning the system</li> <li>• Maintains the hardware that supports the system</li> <li>• Ensures that the system is current (as far as is practical and functionally necessary) with patches and fixes to the system</li> <li>• Plans for the future evolution of the system to meet changing/expanding business requirements in functionality</li> <li>• Ensures adequate system documentation</li> <li>• Maintains vendor contract awareness and compliance</li> </ul>
Developer	<ul style="list-style-type: none"> <li>• Provides input into overall solution design</li> <li>• Works with Technical Team Lead to identify and resolve any technical issues/questions</li> <li>• Designs, constructs, and unit tests software components</li> </ul>

- (4) Schedule: The anticipated schedule for the Consulting Services shall be June 2024 – July 2026, with a phased Activation/Deployment of modules noted in Section 1.b.i. and detailed in Appendix A.

Detailed project plan to be determined by the Customer in conjunction with Intellias during the Project Planning Phase. Delays to the project determined to be related to access issues, out of scope items, and additional scope requests, shall be handled through the change order process. Work to be primarily completed remotely, with onsite work occurring during key phases of the project (Kickoff, Design, CRP, Testing, Go-Live).


- (5) Master Services Agreement: The Master Services Agreement dated April 29, 2019, is hereby incorporated herein and made a part hereof.
- (6) Work Order Date: The term "Work Order Date" for this Work Order shall mean the date this Work Order is signed by Intellias and Customer (whichever is later).

- (7) Fee: The Consulting Services will be provided on a Time and Materials ("T&M") basis. Customer shall pay the Fee as provided under Section 3.04 of the Services Agreement. Customer responsible for reasonable travel-related expenses incurred by Intellias. Estimated Travel & Expenses have been detailed below. All travel will be authorized by Customer prior to scheduling and will adhere to the Travel Policy detailed in Appendix E.

Phase 1 & Phase 2			
Phase	Hours	Rate	Cost
Plan	110	\$175	\$19,250
Design	2,165	\$175	\$378,875
Build	1,165	\$175	\$203,875
Test	1,245	\$175	\$217,875
Deploy	275	\$175	\$48,125
Support	545	\$175	\$95,375
RICE	2,000	\$175	\$350,000
Interession Solution	700	\$175	\$122,500
Project Management	1,800	\$180	\$324,000
Workshops	-	FIXED	\$13,400
<b>Estimated Total</b>	<b>10,005</b>		<b>\$1,773,275</b>
Estimated Travel & Expenses			\$70,000
<b>Estimated Total Cost</b>			<b>\$1,843,275</b>

- (8) Approvals: The parties have executed this Work Order on the date(s) indicated below.

Intellias:

  
Digitally signed by Chad Mitchell  
DN: cn=Chad Mitchell, o=Intellias,  
ou, email=cmitchell@intellias.net,  
c=US  
Date: 2024.04.12 11:33:29 -05'00'

By: \_\_\_\_\_

Print Name: Chad Mitchell

Title: President

Date: 4/12/2024

CUSTOMER: Fresno Unified School District

By: \_\_\_\_\_

Print Name: Patrick Jensen

Title: Chief Financial Officer

Date: \_\_\_\_\_

Approved As To Form:



Apr 12, 2024

Stacey Sandoval, Executive Director  
Risk Management

## Appendix A – Phased Deployment Model

To accommodate Customer’s resource allocation and support a lower risk implementation, Infor CloudSuite modules will be deployed in two (2) phases as follows:

Phase 1: July 2025	Phase 2: July 2026
Org & Person Structure (Core HR) Benefits Compensation Talent Acquisition (including preboarding & onboarding) Position Budget Management (PBM)	Payroll Teacher Contract Management Absence Management

### Assumptions:

1. Delivered integrations will be employed to communicate data between CloudSuite HR Talent modules and Lawson version 10 Payroll and Absence Management.
2. Hours included for Project Management and RICE will be delivered across both phases.
3. The Intersession Solution will be built using delivered Talent Acquisition functionality. It will be completed and deployed in Phase 1, unless its development introduces any delay or risk to the project, in which case it will be deployed as completed or with Phase 2.
4. The data to be converted is reliable, therefore hours are not included to address data integrity issues.
5. Customer is responsible for the legacy data conversion process including cleansing, accuracy, and validation before and after it is loaded into Infor.
6. Infor’s Data Migration Factory (“DMF”) will be used for Phase 1 modules. Traditional Data Migration will be used for Phase 2 modules (see Appendix C for additional detail).
7. RICE effort and Testing Support has been established based on Intellias’ existing knowledge of the Customer system and best practices. Any effort required beyond the hours included in Section 7 – Fee will require a change order.

## Appendix B – In Scope Modules

### **Org & Person Structure (Core HR)**

- Standard delivered configuration and functionality will be utilized unless otherwise documented in the business process requirements.
- System Configuration
  - Currency Components
  - Action Reasons, Custom Groups, Scheduling Actions
  - Organization
  - Legal Entities
  - Supervisor Structure
  - Working Conditions
  - Responsibilities
  - Jobs
  - Job Country Attributes
  - Positions
  - Job and Position Default Rules
- Resource Components Setup
  - Relationship To Organization
  - Relationship Status
  - Work Type
  - Religion
  - Marital Status
  - Ethnicity Types
  - Nationality
  - Veteran Type
  - Disability Types
  - Disability Severity
  - Alternate Identification Number
  - Travel Application Statuses
  - Property Types
  - Leave Types
  - Leave Reasons
  - Travel Document Types
  - Reason For Cancellation
  - Fee Types
  - Point Of Origin
  - Resignation Reasons
  - Work Restriction
  - Reasonable Accommodation
  - Military Status
  - Gender Identity
  - Sexual Orientation
  - Source and Specific Source
  - Assignment Types
  - Work Schedule
  - Unions
  - Bargaining Units
  - Trial Period
  - Notice Period
  - Payment Schedule
  - Professional Category
  - Allowance Type

- Other Pay Type
  - Resource Document Template
  - Email Automation
  - Email Templates
- Qualifications Setup
  - Qualification Categories
  - Qualification Sources
  - Qualification Attributes
  - Competencies
  - Skills
  - Credentials
  - Education
  - Education Specializations
  - Education Institutions
  - Achievements
  - Competency Groups
  - Competency Models
- HR Processing
  - Request New Job / Job Update
  - Request New Position / Position Update
  - Hire
  - Rehire
  - Transfer
  - Promote
  - Add Work Assignment
  - Change Relationship to Organization
  - Change Pay Rate
  - Resign
  - Terminate
  - Reinstate
  - Employee Talent Profile Updates
- Reports
  - Expiring Documents
  - Regulatory Reporting (Affirmative Action, EEO, VETS)
  - Turnover Analysis
  - Employee History

## **Benefits**

- Standard delivered configuration and functionality will be utilized unless otherwise documented in the business process requirements.
- System Configuration
  - Benefits Organization Configuration
  - Enabling Benefits
  - Custom Groups
  - Coverage Options
  - Annual Limits
  - Providers
  - GTL Tables
  - Rate Tables
  - Vesting Schedules
  - Frequency Tables
  - Dependent Relationships
- Benefits Setup

- Define Plans
  - Define Benefits Groups
  - Define Plan Types
  - Define Plan Categories
  - Define Deductions
  - Define Entry Rules
  - Define Change Rules
  - Define Termination Rules
  - Define Coverage
  - Define Contributions
- Define Enrollment Events
  - Enrollment Groups
  - Organization Rules
  - Enrollment Events
- Benefits Processing
  - Online Open Enrollment
  - Mass Create Eligibility
  - Mass Enroll in Default Plans
  - Mass Stop Enrollments
  - Employee Enrollment Updates
  - Benefit Plan Updates
  - Benefit Plan Status
  - Frequency Table Updates
  - Life Insurance Reportable Income
  - Update Dependent Benefits Stop Date
  - New Hire Enrollment
  - Life Events
  - Maintaining Benefit Changes
  - Benefits Nightly Processing
- Benefits Reports
  - Reports by Employee
  - Reports by Benefit Plans
  - Dependents
  - Benefit Exceptions
  - Contribution Report
  - Benefit Groups
  - Eligibility files (834 Files)
- Additional Benefits Processes
  - ACA
  - COBRA
  - Discrimination Testing

## **Compensation**

- Standard delivered configuration and functionality will be utilized unless otherwise documented in the business process requirements.
- System Configuration
  - Salary Structures
  - Custom Groups
  - Step and Grade Schedules
  - Salary Structures
  - Collective Agreements
  - Market Survey Providers
- Resource Analysis



- Resources
  - Compensation Analysis
- Pay Rate Processing
  - Rule Processing
  - Allowances
  - Mass Pay Rate
  - Rate Progression
- Reports
  - Market Survey Reports
  - Analysis Templates
  - Step and Grade
  - Employee History

## **Talent Acquisition**

- Standard delivered configuration and functionality will be utilized unless otherwise documented in the business process requirements.
- System Configuration
  - TA Organization Configuration
  - Source
  - Specific Source
  - Screening Category
  - Assessment Vendor
  - Assessment Package
  - Assessments
  - Background Check Vendors
  - Background Check Package
  - Background Checks
  - Recruiter
  - Talent Agreement Form
  - Candidate Wizard Text
  - Job Application Wizard Text
  - Interview Type
  - Interview Status
  - Interview Result
  - Self-Identification
  - Job Board
  - Job Posting Rule
  - Requisition Questions
  - Question Category
  - Profile Questions
  - Notification Configuration
  - Attachment Type
  - Disposition Reason
  - Do Not Hire Reason
  - Job Application Rank
  - Reason for Opening
  - Reference Status
  - Candidate Tag
  - Job Notification Email Template
  - Email Template
  - Document Template
  - Job Posting Template
  - Send-To-A-Friend Email Template

- Talent Acquisition Processes
  - Request A Requisition
  - Request Requisition Update
  - Post a Requisition
  - Apply to Offer
  - Preboard
  - Internal vs. External candidates
  - Hire
  - Rehire
  - Transfer
  - Promote
  - Add Work Assignment
- Talent Acquisition Reports
  - Recruitment Costs
  - Recruitment Activity
  - Time To Fill
  - Candidate Analysis

### **Position Budget Management**

- Standard delivered configuration and functionality will be utilized unless otherwise documented in the business process requirements.
- System Configuration
  - Plan Setup
  - Budget Setup
  - Budget Rules
  - Headcount Setup
  - Manager HR Org Unit Setup
- Processes
  - Budget Manager Approvals
  - Budget Maintenance
- Reports
  - Budget Variance
  - Net Changes
  - Plan Comparisons

### **Payroll, including Teacher Contract Management**

- Standard delivered configuration and functionality will be utilized unless otherwise documented in the business process requirements.
- System Configuration
  - Organization Configuration
  - Payroll Configuration
  - Payroll Delivered Content
  - Legal Entities
  - Pay & Deduction structure
  - Tax Authorities
  - Defined Contribution Limits and Rules
  - Garnishment structure
  - Payment Schedules
  - Bank Setup
  - Pension setup for all three plans – CalPERS, CalSTRS, Defined Benefits
- BSI Configuration
  - Company Mapping
  - Tax Authority, Type and Category Mapping

- Infor User-Name and Password Setup
- Workers Compensation Configuration
  - Job Codes
  - Policies
  - Classifications
- Resource Maintenance
  - Employee Deductions
  - Employee One Time Deductions
  - Employee Recurring Records
  - Assign Tax Deductions
  - Employee Garnishments
  - Payroll Distribution Overrides
- Contract Pay
  - Employment Contracts
  - Pay Rules
  - Holidays
  - Create Time Records
- Time Record Processing
  - Time Administrator Organization Configuration
  - Time Record Processing
  - Importing WFM Time Records
  - Recurring Time Records
  - Retro Time Processing
- Payroll Processing
  - Calculate Overtime
  - Lock Payroll
  - Calculate Payments
  - Arrears Automation
  - Absence Plan Calculation (if applicable)
  - Print Payments
  - Transmit ACH
  - Close Payroll
  - Post to GL
- Payroll Reports
  - Payment Register
  - Closed Payroll Register
  - Payroll Checks
  - Wage & Deduction History
  - Tax Deduction History
- Off Cycle Processing
  - Manual Checks
  - Adjustments
  - Gross Up Payments
  - Modeled Payments
  - Payment Replacement
  - Bank Reconciliation/Voids
- Regulatory Reporting
  - Quarterly
  - Year End
- Document Maintenance

## **Absence Management**

- Standard delivered configuration and functionality will be utilized unless otherwise documented in the business process requirements.
- System Configuration
  - Absence Organization Configuration
  - Enabling Absence Management
  - Custom Groups
- Absence Setup
  - Define Plans
  - Define Eligibility Groups
  - Define Plan Types
  - Define Absence Plan Categories
  - Define Service Codes
  - Define Service Rules
  - Define Accrual Rules
  - Define Limit Rules
  - Define Balance Rules
  - Define GL Rules
  - Define Accrual, Allotment, Limit and GL Tables
  - Define Calculations and Formulas
  - Define Service Codes, Classes and Relationships
  - Define Reason Codes, Classes and Relationships
- Absence Maintenance
  - Manual Enrollment
  - Mass Create Enrollment
  - Recalculate Enrollments
  - Enrollment Updates
  - Mass Terminate
  - Transfer Plans
- Absence Processing
  - Process Plans
  - Process Monitor
  - Adjust Allotments
  - Update Zero Balances
  - Plan Payouts
  - Close Plans
  - Update GL
  - Finance Interface
  - Manual Transactions
  - Reevaluate Dates
- FMLA Tracking
- Time Off Request
- Leave of Absence Request
- Absence Reports
  - Service Hours Report
  - Service Event Records Report
  - Service Records Closed Report
  - Transaction Report
  - Expiring Transactions Report
  - Transaction Summary Report
  - Balances Report
  - Analyze Balances Report

## Appendix C – Data Migration Strategy

Customer will use Infor’s Data Migration Factory (“DMF”) for HR Talent. DMF is a tool Customer will have access to as part of Customer’s SaaS fees. Infor sells this as a prescriptive package that supplements their “Implementation Accelerator” processes. Infor is investing heavily in the DMF tooling to make the leap from v10 to CloudSuite more rapid and affordable.

Standard practice when using the DMF is to migrate up to three (3) years of historical data. The decision of whether to migrate more than three (3) years of data depends on the priority, necessity, and budget tolerance for migrating this historical data. If more history is brought over, indirect costs would be incurred as project duration increases (more history equates to more time).

From a planning perspective, Intellias recommends:

- Plan to leverage the DMF, but include allowances in your timeline to support a more complex migration
- Complete a “trial run” of the DMF early on in the design phase of the project
  - Running the first migration pass can be done quickly and requires minimal time investment
  - The DMF migration process includes a migration pass during CRP
  - The “trial run” will serve as an indicator of what does and does not work, enabling Customer to make a well-informed decision
- Prepare for the potential need to change the migration strategy, with the understanding that a decision to change strategies must happen early in your project (immediately following CRP)
  - The alternative to using the DMF is to leverage a traditional data conversion approach (extract transform and load)
- A traditional data approach as detailed below is recommended for the Phase 2 modules. DMF is not recommended for phases outside of the initial data migration as it updates all module data and a subset of data cannot be excluded, causing issues with data in modules deployed in Phase 1

### **Traditional Data Conversion Approach**

<b>Project Phase/Milestone</b>	<b>Activities</b>	<b>Deliverables</b>
Design	Customer Responsibilities <ul style="list-style-type: none"><li>• Mapping of legacy system data to Infor data</li><li>• Table and field level review</li><li>• Identify and design cross walk/mappings (where applicable)</li></ul>	<ul style="list-style-type: none"><li>• Data mapping documents</li><li>• Crosswalks</li></ul>
	Intellias Responsibilities <ul style="list-style-type: none"><li>• Lead design of data mapping (legacy system data to Infor data)</li><li>• Lead table and field level review</li></ul>	
Build	Customer Responsibilities <ul style="list-style-type: none"><li>• Develop data conversion extracts</li><li>• Build cross walk tables (where applicable)</li><li>• Extract data for 1<sup>st</sup> data migration</li><li>• Validate data for 1<sup>st</sup> data migration</li><li>• Resolve data load issues</li></ul>	<ul style="list-style-type: none"><li>• 1<sup>st</sup> data migration</li></ul>
	Intellias Responsibilities <ul style="list-style-type: none"><li>• Load data for 1<sup>st</sup> data migration</li></ul>	
Systems Integration Testing	Customer Responsibilities <ul style="list-style-type: none"><li>• Refine mappings (if applicable)</li><li>• Extract data for 2<sup>nd</sup> data migration</li></ul>	<ul style="list-style-type: none"><li>• 2<sup>nd</sup> data migration</li></ul>

Project Phase/Milestone	Activities	Deliverables
	<ul style="list-style-type: none"> <li>Validate data for 2<sup>nd</sup> data migration</li> <li>Resolve data load issues</li> </ul>	
	Intellias Responsibilities <ul style="list-style-type: none"> <li>Load data for 2<sup>nd</sup> data migration</li> </ul>	
User Acceptance Testing	Customer Responsibilities <ul style="list-style-type: none"> <li>Refine mappings (if applicable)</li> <li>Extract data for 3<sup>rd</sup> data migration</li> <li>Validate data for 3<sup>rd</sup> data migration</li> <li>Resolve data load issues</li> </ul>	<ul style="list-style-type: none"> <li>3<sup>rd</sup> data migration</li> </ul>
	Intellias Responsibilities <ul style="list-style-type: none"> <li>Load data for 3<sup>rd</sup> data migration</li> </ul>	
Activate (Go-Live)	Customer Responsibilities <ul style="list-style-type: none"> <li>Refine mappings (if applicable)</li> <li>Extract data for 4<sup>th</sup> data migration</li> <li>Validate data for 4<sup>th</sup> data migration</li> <li>Resolve data load issues</li> </ul>	<ul style="list-style-type: none"> <li>Live system with fully migrated data set</li> </ul>
	Intellias Responsibilities <ul style="list-style-type: none"> <li>Load data for 4<sup>th</sup> data migration</li> </ul>	

#### Appendix D: Technical Workshops

The following Workshops have been included with the implementation.

Days	Course	Course Description
3	Infor Configuration Console	This course is an in-depth review of the Configuration Console. The Configuration Console (delivered with the Landmark technology platform) is used to configure and extend the Infor application suite. It is a key component of any successful FSM or HRT implementation. Attendees will get first-hand experience developing and administering configurations within their environment. Areas of focus also include: Landmark Security, User Setup, Async, and Replication Sets.
3	Infor Process Automation	This course covers the Infor Process Automation ("IPA") tool delivered with the Landmark technology platform. IPA is a business process management tool used for automation and approvals within the Infor system. Attendees will get first-hand experience developing IPA workflows in their environment and learn what is required to administer/support IPA workflows in a Production setting.
2	Infor OS (Cloud)	This course covers an overview of the Infor OS CE (Cloud Edition) technology stack. Areas of focus include: Workspaces, Data Fabric/Data Lake, Document Management, Federation Services, ION and ION API Gateway.
.5	Delivered Birst Dashboards	This half day course covers the configuration/setup/management of delivered Birst dashboards.

## Appendix E: Travel Policy

- Travel is to be approved by Customer project manager/project director
- Meals/incidentals: Per diem (allowance) based on GSA guidelines

### Meals & Incidentals (M&IE) rates and breakdown

#### [Footnotes](#)

Use this table to find the following information for federal employee travel:

**M&IE Total** - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

**Breakfast, lunch, dinner, incidentals** - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. [See More Information](#)

**First & last day of travel** - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Fresno	Fresno	\$69	\$16	\$17	\$31	\$5	\$51.75

- Flights
  - Actual expense with receipt
- Hotel
  - Actual expense with receipt
- Rental Car
  - Actual expense with receipt
  - Will be shared by Intellias team members traveling together whenever possible



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-11**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Amendment to the Agreement with the Deaf and Hard of Hearing Service Center

**ITEM DESCRIPTION:** Included in the Board binders is the amendment letter and original board approved service agreement with the Deaf and Hard of Hearing Service Center (DHHSC). DHHSC provides American sign interpreter services for up to 235 Fresno Unified students who are deaf or hard of hearing. Although the Special Education Department has 13 board-approved American Sign Interpreter positions, only six of these positions are currently filled. In response to the increasing demand for these services, there is a request to raise the agreement total to ensure that services can be offered throughout the Extended School Year, with no change to the scope of services provided. The original agreement was for \$800,000. The new amended agreement will be \$900,000.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$100,000 are available in the General Fund.

**PREPARED BY:** Tangee Pinheiro, Ed.D.

**DIVISION:** Special Education Department  
**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Natasha Baker, Ed.D.,  
Chief Academic Officer



**INTERN SUPERINTENDENT APPROVAL:**  
Mao Misty Her



**BOARD OF EDUCATION**

Susan Wittrup, President  
Valerie F. Davis, Clerk  
Claudia Cazares  
Genoveva Islas  
Andy Levine  
Elizabeth Jonasson Rosas  
Keshia Thomas

**SUPERINTENDENT**

Robert G. Nelson, Ed.D.

**Date:** April 26, 2024

**Regarding:** Approve Amendment with the Deaf and Hard of Hearing Center

**Amendment:** The Deaf & Hard of Hearing Center provides sign interpreter services for up to 235 Fresno Unified students who are deaf or hard of hearing. Although the Special Education department has 13 board-approved American Sign Interpreter positions, only six of these positions are currently filled. In response to the increasing demand for these services, there is a request to raise the contract total to ensure that services can be offered throughout the Extended School Year, with no change to the scope of services provided. The original contract was for \$800,000. The new contract total will be \$900,000

**Cost:** Sufficient funds in the amount of \$100,000 are available in the general fund budget.

Harvey Bradley  
Harvey Bradley (Apr 29, 2024 12:00 PDT)

Apr 29, 2024

Reviewed & Approved by Vendor

Date

N. B. Smith

May 13, 2024

Reviewed & Approved by Cabinet Level Officer

Date

Harvey Bradley

May 14, 2024

Reviewed & Approved by Executive Director, Risk Management

Date

Reviewed & Approved by Chief Financial Officer

Date





**Fresno Unified  
School District**  
*Achieving our Greatest Potential!*

## Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

80019

**Vendor Number**

DEAF & HARD OF HEARING CTR, INC

5340 N Fresno St., Fresno, CA 93710

**Vendor Name**

(559) 225-3382

**Address**

Harvey Bradley

**Phone Number**

**Vendor Contact**

**From:** 7/1/2023

**Through:** 6/30/2024

**Term (Duration)**

**FUSD Contract Administrator:**

Ebony Hailey, Manager III

Special Education Department

(559) 457-3220

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)** 060-6500-0785-5760-1130-5110 060-6500-0785-500

**Annual Cost** \$900,000.00 <sup>HB</sup> ~~\$800,000.00~~ (Contract will not be authorized to exceed this amount w/c

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

**Yes** ☒

**No** ☐

### Scope of Work Summary:

Contractor agrees to provide interpreting services for the deaf and hard of hearing students, parents and employees. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to the vendor. Payment: District agrees to pay Contractor at following rate: Day/Evening rate \$80/Hour no mileage  
Day/Evening Emergency rate \$160/ Hour no mileage

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 06/21/23 Will this contract be submitted with Bundled Contracts? Jun Bundle  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

4/27/23  
Date

Reviewed & approved by Risk Management

Signed

5/25/2023

Date

Reviewed & approved by Department Head

Signed

4/27/2023  
Date

Please return signed agreement back to (name/email): Shoushan Krikorian shoushan.krikorian@fr



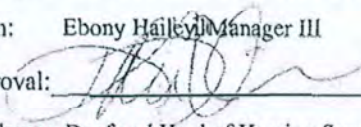
# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-6500-0785-5760-1130-5110 060-6500-0785-5001-2495 

District Contact Person: Ebony Hailey Manager III

Budget Manager Approval: 

Contractor's Vendor Name: Deaf and Hard of Hearing Service Center

Contractor's Contact Person: Harvey Bradley

Contractor's Title: Services Personnel Director

Contractor's Telephone  
Number: (559) 225-3382

Contractor's E-mail: harveyb@dhhsc.org interpreting@dhhsc.org

Contractor's Address: 5340 N Fresno St., Fresno CA 93710

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Deaf and Hard of Hearing Service Center ("Contractor").

1. Contractor Services. Contractor agrees to provide

Contractor agrees to provide interpreting services for the deaf and hard of hearing students, parents and employees. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to the vendor. Payment: District agrees to pay Contractor at following rate: Day/Evening rate \$80/Hour no mileage  
Day/Evening Emergency rate \$160/ Hour no mileage



2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 7/1/2023, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of ~~\$800,00~~ <sup>\$900,000</sup> per Contract, Not to exceed ~~\$800,000.00~~ <sup>\$900,000</sup>. Checks will be made payable to Deaf and Hard of Hearing Service Center. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No. Vendor initial here HLB

a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.

b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.

c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies \$ 0.00 As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): ~~\$800,000.00~~ <sup>\$900,000</sup>

f. Other \$ 0.00

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials HLB

District's initials HLB

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@fresnounified.org), or in person at 2309 Tulare Street Fresno, CA 93721.

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work



performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

- i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
- ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
- iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure



or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

a The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.

b The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.



17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials AKB District's initials ell

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.



27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District  
Purchasing Department  
4498 N. Brawley Avenue  
Fresno, CA 93722

Contractor: Deaf and Hard of Hearing

*Name:* Harvey Bradley

*Address:*

5340 N Fresno St.  
Fresno, CA 93710

c: Risk Management Fresno  
Unified School District 2309  
Tulare Street  
Fresno, CA 93721

28. 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 agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. 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 terms 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.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. 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.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-12**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Amendment No. 4 to the Agreement with Pinnacle Training Systems, LLC.

**ITEM DESCRIPTION:** Included in the Board binders is amendment No. 4 to the agreement with Pinnacle Training Systems, LLC.

Pinnacle Training Systems, LLC provides health screenings, wellness coaching, personal training, behavior modification, fitness classes, and flu shots to eligible plan participants, including active employees, retirees, and dependent children aged 18 and over.

Amendment four provides a three-year agreement term extension through June 30, 2027, expands to include cancer and thyroid blood screenings, and allows for a 2% each year (approximately \$6,000) cost increase.

These services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active and retired employees.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$309,740, \$315,934, and \$322,253 are available in the Internal Service Health Fund.

**PREPARED BY:** Steven Shubin

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

21233

## Vendor Number

Pinnacle Training System

6011 Fresno Street 120 Fresno Ca 93710

## Vendor Name

(559) 515-3578

## Address

Felicia Gomez, Owner

## Phone Number

## Vendor Contact

From: 7/1/2024

Through: 6/30/2027

## Term (Duration)

## FUSD Contract Administrator:

Steven Shubin

Benefits Department

559-457-6227

Name

Site/ Dept

Telephone number

**Budget (Fund-Unit-Dept.-Activity-Function-Object)**

670-0841-0880-0000-6000-5899

**Annual Cost** \$ 947,928.30

(Estimated Amount)



**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

## Scope of Work Summary:

Provides health screenings, wellness coaching, personal training, behavior modification, and fitness classes to eligible plan participants, including active employees, retirees, and dependent children aged 18 and over.

Please indicate where the work will be performed:

Work to be performed remotely in the state of California



Date Item is to appear on **Board of Education Agenda:** 05/22/24  
(Contracts of \$15,000.00 or more)

Will contract be submitted with **Bundled Contracts?** No

Reviewed & approved by **Department Head:**

04/23/2024

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Apr 24, 2024

Date

Please return signed agreement back to (name/email) : Christina Everitt Christina.Everitt@fresnounified.org

**Amendment Four to the Independent Contractor Services Agreement  
Between  
The Fresno Unified School District and Pinnacle Training Systems, LLC**

Amendment #4 effective July 1, 2024 will extend the current contract terms from July 1, 2024 through June 30, 2027 and shall include the following changes:

Pursuant to Paragraph 27 of the Independent Contractor Services Agreement (“Agreement”), dated July 1, 2020, between the Fresno Unified School District (“District”) and Pinnacle Training Systems, LLC (“Contractor”), the Agreement is amended effective July 1, 2024 and will be in effect through June 30, 2027 to read as follows:

1. Exhibit B to Agreement will be amended in its entirety to read as follows:

**EXHIBIT B TO AGREEMENT  
BETWEEN THE DISTRICT AND THE CONTRACTOR  
PRICE SHEET**

<b>Service</b>	<b>(Year 2024-2025) Unit Cost</b>	<b>(Year 2025-2026) Unit Cost</b>	<b>(Year 2026-2027) Unit Cost</b>
HRA + Health Screening + Wellness Coaching  (blood draw opt-out)  (includes data reporting and transfer)	Per Population Group  <1000: \$42.67  1001-5000: \$42.09	Per Population Group  <1000: \$43.52  1001-5000: \$42.93	Per Population Group  <1000: \$44.39  1001-5000: \$43.79
HRA + Health Screening + Wellness Coaching  (lipid + A1c)  (includes data reporting and transfer)	Per Population Group  <1000: \$98.83  1001-5000: \$98.26	Per Population Group  <1000: \$100.81  1001-5000: \$100.23	Per Population Group  <1000: \$102.83  1001-5000: \$102.23
TSH Test- Health Screening Add on	\$25.50/person	\$26.01/person	\$26.53/person
Vitamin D Test- Health Screening Add on	\$35.70/person	\$36.41/person	\$37.14/person
Vitamin B12 Test- Health Screening Add on	\$18.36/person	\$18.73/person	\$19.10/person



Transfer/Letter of:  (1) Assessments/Screening Results to PCP  (2) Coaching opt-ins & High Risk Members not reachable by two telephonic attempts	\$3.47/Fax/Letter	\$3.54/Fax/Letter	\$3.61/Fax/Letter
In Person Group Fitness Classes	\$77.89/class	\$79.44/class	\$81.03/class
Healthy Minute/Fitness Corner  Virtual Group Fitness  Wellness Seminars/video clips  Workshops	\$185.31/Healthy Minute/Fitness Corner Video  \$185.31/30-minute Fitness Class  \$185.31/seminar/video clips  \$74.14/30 min workshop	\$189.02/Healthy Minute/Fitness Corner Video  \$189.02/30-minute Fitness Class  \$189.02/seminar/video clips  \$75.62/30 min workshop	\$192.80/Healthy Minute/Fitness Corner Video  \$192.80/30-minute Fitness Class  \$192.80/seminar/video clips  \$77.13/30 min workshop
Wellness Challenges (pro-rated upon length)  (4 week)  (6 week)  (8 week)  (10 week)	\$1,427.67 + \$2.76/pp  \$2,140.65 + \$2.76/pp  \$2,854.19 + \$2.76/pp  \$3,425.71 + 2.76/pp	\$1,456.22 + \$2.82/pp  \$2,183.46+ \$2.82/pp  \$2,911.27+ \$2.82/pp  \$3,494.22+ 2.82/pp	\$1,485.34 + \$2.88/pp  \$2,227.13+ \$2.88/pp  \$2,969.50+ \$2.88/pp  \$3,564.10+ 2.88/pp
Healthy Habits Coaching  8- 30 min sessions  12- 30 min sessions	\$307.74  \$461.62	\$313.90  \$470.85	\$320.18  \$480.27
Personal Training  (8) 1 hour or (16) 30 min sessions:  (12) 1 hour or (24) 30 min sessions:	\$543.03  \$730.27	\$553.89  \$744.88	\$564.97  \$759.78
On-site Chair Massage Therapy	\$2.10/minute or \$119.14/hr (depending on therapist)	\$2.14/minute or \$121.52/hr (depending on therapist)	\$2.18/minute or \$123.95/hr (depending on therapist)
Flu Shots  Standard Quadrivalent  High Dose 65+	\$35.70/person  \$79.56/person	\$36.41/person  \$81.15/person	\$37.14/person  \$82.77/person

<p>Clinics must be scheduled three weeks in advance.</p> <p>Clinics scheduled fewer than three weeks in advance will be subject to an additional \$300 charge.</p> <p>Clinics cancelled within 10 business days of the event will be subject to a 50% cancellation fee equivalent to 20 flu shots (\$560) for a three (3) hour event or 27.5 flu shots (\$770) for a four (4) hour event.</p>	<p>(1) Clinic Time Minimum of three (3) hours/1-55 individuals: Cost will be the greater of 30 flu shots or the actual number of flu shots administered;</p> <p>(2) Clinic Time Minimum of four (4) hours /56-120 individuals: Cost will be the greater of 40 flu shots or the actual number of flu shots administered.</p>	<p>(1) Clinic Time Minimum of three (3) hours/1-55 individuals: Cost will be the greater of 30 flu shots or the actual number of flu shots administered;</p> <p>(2) Clinic Time Minimum of four (4) hours /56-120 individuals: Cost will be the greater of 40 flu shots or the actual number of flu shots administered.</p>	<p>(1) Clinic Time Minimum of three (3) hours/1-55 individuals: Cost will be the greater of 30 flu shots or the actual number of flu shots administered;</p> <p>(2) Clinic Time Minimum of four (4) hours /56-120 individuals: Cost will be the greater of 40 flu shots or the actual number of flu shots administered.</p>
<p>Skin Cancer Screenings</p> <p>Clinics must be scheduled three weeks in advance.</p> <p>Clinics scheduled fewer than three weeks in advance will be subject to an additional \$300 charge.</p> <p>Clinics cancelled within 10 business days of the event will be subject to a 50% cancellation fee equivalent to one (1) hour of service (\$95) for a two (2) screening.</p>	<p>\$104.80/hour/nurse</p> <p>Minimum Two Hours; Six Screenings per hour</p>	<p>\$106.90/hour/nurse</p> <p>Minimum Two Hours; Six Screenings per hour</p>	<p>\$109.04/hour/nurse</p> <p>Minimum Two Hours; Six Screenings per hour</p>
<p>Fecal Occult Kit (Colorectal Cancer Screening)</p> <p>Cost includes delivery of kit and lab processing.</p>	<p>\$42.84/person</p>	<p>\$43.70/person</p>	<p>\$44.57/person</p>
<p>Complete Blood Count (CBC) Panel</p>	<p>\$20.00/person</p>	<p>\$20.40/person</p>	<p>\$20.80/person</p>

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<p><b>Fresno Unified School District</b></p> <p>By: _____ Patrick Jensen, Chief Financial Officer</p>	<p><b><u>Pinnacle Training Systems, LLC</u></b></p> <p>By: <u>Felicia Gomez</u> Felicia Gomez Owner</p>
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Approved As To Form:



Apr 24, 2024

Stacey Sandoval, Executive Director  
Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-13**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Amendment to the Agreement with Presence Learning

**ITEM DESCRIPTION:** Included in the Board binders are the amendment letter and original Board approved service agreement with Presence Learning. Presence Learning offers Speech and Language Pathologists (SLPs) to assist the Special Education Department in supporting the 6,771 students currently benefiting from speech-language services.

According to the guidelines from the California Department of Education, a Local Education Agency should maintain a caseload average of 55 students per one Speech Language Pathologist. Fresno Unified presently employs 77 filled SLP positions, and Presence Learning supplements this with up to 30 additional SLPs to meet the students' speech service requirements.

The requested amendment aims to raise the agreement total to \$4,500,000 from the originally approved total of \$3,844,800, ensuring that students receiving special education services continue to have access to these vital services throughout the Extended School Year. The intended outcome is for students to meet their Individualized Educational Program goals as it relates to speech services.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$655,200 are available in the General Fund.

**PREPARED BY:** Tangee Pinheiro, Ed.D.

**DIVISION:** Special Education Department  
**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Natasha Baker, Ed.D.,  
Chief Academic Officer



**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





**BOARD OF EDUCATION**

Susan Wittrup, President  
Valerie F. Davis, Clerk  
Claudia Cazares  
Genoveva Islas  
Andy Levine  
Elizabeth Jonasson Rosas  
Keshia Thomas

**SUPERINTENDENT**

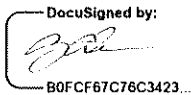
Robert G. Nelson, Ed.D.

**Date:** April 26, 2024

**Regarding:** Approve Amendment with Presence Learning

**Amendment:** Presence Learning currently provides up to 30 Speech Language Pathologists to support students across the Fresno Unified School District (FUSD). The Board of Education approved a contract totaling \$3,844,800 for Presence Learning to deliver speech services to students on June 21, 2023. With 6,771 students in FUSD requiring speech services for the 2023/24 academic year, there is a necessity to expand the contract with Presence Learning to \$4,500,000 to sustain services that align with students' Individualized Educational Program objectives. This amendment is crucial to ensuring that speech services are available to students during the Extended School Year. There will be no changes to the scope of work of Presence Learning.

**Cost:** Sufficient funds in the amount of \$655,200 are available in the general fund budget.

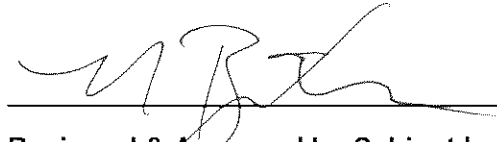
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2024-04-29

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**Reviewed & Approved by Vendor**

**Date**



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**Reviewed & Approved by Cabinet Level Officer**

**Date**



May 12, 2024

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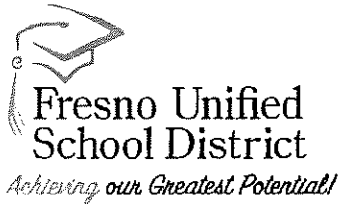
**Reviewed & Approved by Executive Director, Risk Management**

**Date**

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**Reviewed & Approved by Chief Financial Officer**

**Date**



## Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

24568

**Vendor Number**

PresenceLearning, Inc.

180 Montgomery St. Suite 1850 San Francisco, CA 94104

**Vendor Name**

(815) 671-1663

**Address**

Brian Culbreth, Anthony Pane

**Phone Number**

**Vendor Contact**

**From:** 7/1/2023

**Through:** 6/30/2024

**Term (Duration)**

**FUSD Contract Administrator:**

Kate Alvarado, Manager III

Special Education Department (559) 457-3220

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)** <sup>OS</sup> 060-6500-0782-5750-3150-5114

\$4,500,000.00 Initial

**Annual Cost** \$ 3,844,800.00

(Contract will not be authorized to exceed this amount w/)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☒

No ☐

### Scope of Work Summary:

Provide Online Speech & Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, service documentation in district system, supervision of SLPA and attendance at IEP team meetings. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendor. \$89.00 an hour for up to 30 SLPs for a total of 180 eight hour days each. SLPs are to work within the 8 hour day.

Please indicate where the work will be performed: Work to be performed remotely in the st

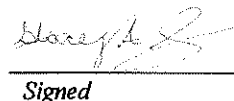
Date Item is to appear on **Board of Education Agenda: 06/21/23** Will this contract be submitted with Bundled Contracts? Jun Bundle  
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

  
Signed

4/22/23  
Date

Reviewed & approved by **Risk Management**

  
Signed

6/5/2023  
Date

Reviewed & approved by **Department Head**

  
Signed

4/27/2023  
Date

Please return signed agreement back to (name/email) : Shoushan Krikorian shoushan.krikorian@fr



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-6500-0782-750-3150-5116

District Contact Person: Kate Alvarado, Manager III

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: PresenceLearning, Inc.

Contractor's Contact Person: Jennifer Berry

Contractor's Title: Chief Operating Officer

Contractor's Telephone

Number: (703) 678-3955

Contractor's E-mail: kimberly.catello@presencelearning.com

Contractor's Address: 3739 Balboa St #1001 San Francisco, CA 94121

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and PresenceLearning, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

Online Speech & Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, service documentation in district system, supervision of SLPA and attendance at IEP team meetings. Vendor will not solicit parents/students directly. Fresno's Special Education staff will be solely responsible for referring parents/students to vendor. \$89.00 an hour for up to 30 SLPs for a total of 180 eight hour days each. SLPs are to work within the 8 hour day.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 7/1/2023, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 89.00 per Hour, Not to exceed \$4,500,000 \$ 3,844,800.00. Checks will be made payable to PresenceLearning, Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below)

☒ No, Vendor initial here

JB AP

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 3,844,800.00 \$4,500,000
- f. Other \$ 0.00

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

8. California Residency. Contractor is a resident of the state of California: ☐ Yes ☒ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials JB District's initials Anthony Page

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@fresnounified.org), or in person at 2309 Tulare Street Fresno, CA 93721.

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
  - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.




a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.

b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials  District's initials   SS

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District  
Purchasing Department  
4498 N. Brawley Avenue  
Fresno, CA 93722

Contractor: PresenceLearning, Inc.

*Name:* Legal Department

*Address:*

3739 Balboa St #1001  
San Francisco, CA 94121

c: Risk Management Fresno  
Unified School District 2309  
Tulare Street  
Fresno, CA 93721

28. 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 agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. 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 terms 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.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. 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.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of **\$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.



DISTRICT

Patrick Jensen (Jun 28, 2019 12:21 PDT)

Date \_\_\_\_\_

Aug 12 -

6/5/2023

Date \_\_\_\_\_

## DocuSigned by:

Jennifer Berry

Date \_\_\_\_\_

DocuSigned by:

Anthony Paine  
A8AF58EB2B55472

2023-04-21

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-14**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Renewal Agreement with Delta Health Systems/TeamCare

**ITEM DESCRIPTION:** Included in the Board binders is a renewal agreement with Delta Health Systems/TeamCare for employee wellness program administrative services.

The administrative services provided under this agreement include but are not limited to, strategic development of the wellness program, vendor management, program marketing, coordination of biometric and wellness screenings, wellness challenges, group fitness classes, webinars, flu shot clinics, and behavioral modification programs.

The term of this agreement is for two years effective July 01, 2024, through June 30, 2026, and consists of a 5% increase each year, bringing the annual service fee to \$188,370 for year one and \$197,788 for year two.

These services align with the Joint Health Management Board's established goals and responsibilities for providing active and retired employees with high-quality health care.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$188,370 and \$197,788 are available in the Internal Service Health Fund.

**PREPARED BY:** Steven Shubin

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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# Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

<u>Delta Health Systems/TeamCare</u>	<u>3244 Brookside Road Ste. 200 Stockton, CA 95201</u>	
<b>Vendor Name</b>	<b>Address</b>	
<u>(559)228-4180</u>	<u>Dennis Bourdo</u>	
<b>Phone Number</b>	<b>Vendor Contact</b>	
<b>From: 7/1/2024</b>	<b>Through: 6/30/2026</b>	
<b>Term (Duration)</b>		
<b>FUSD Contract Administrator:</b>	<b>Benefits and Risk Management</b>	<b>559-457-3596</b>
<u>Steven Shubin</u>	<u>Site/ Dept</u>	<u>telephone number</u>
<b>Name</b>		
<b>Budget (Fund-Unit-Dept.-Activity-Object)</b>	<u>670-0841-0881-0000-6000-5899</u>	

**Annual Cost \$** \$386,158.56 (Contract will not be authorized to exceed this amount w/o BOE

**Fingerprint Requirements:** *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.*

Yes ☐

No ☒

**Scope of Work Summary:** Administrative services in accordance with Exhibit A which include, but are not limited to, strategic development of the wellness program, wellness vendor management, program marketing, coordination of biometric and wellness screenings, wellness challenges, group fitness classes, webinars, flu shot clinics and behavioral modification programs.

Date Item is to appear on **Board of Education Agenda:**

**(Contracts of \$15,000.00 or more) click to enter date**

Reviewed & approved by **Cabinet Level Officer:**

Signed

Date

Reviewed & approved by **Executive Director, Risk Management:**



Apr 24, 2024

Signed

Date

Please return signed contract to:

Christina Everitt Christina.Everitt@fresnounified.org

**Name**

**Benefits Department**

**559 457-3539**

**Department**

**Telephone**

# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: Benefits and Risk Management Department

District Contact Person: Steven Shubin

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Delta Health Systems TeamCare

Contractor's Contact Person: Dennis Bourdo

Contractor's Title: Vice President

Contractor's Telephone Number: (559) 228-4170

Contractor's E-mail: Dennis.bourdo@delapro.com

Contractor's Address: P.O. Box 1227 Stockton, CA 95201

Contractor's Taxpayer ID# or SSN#: 94-2353289

This Independent Contractor Services Agreement is made and entered into effective 7/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Delta Health Systems TeamCare ("Contractor").

### **Scope of Services, Term and Compensation**

**Contractor Services.** Contractor agrees to provide Administrative services in accordance with Exhibit A which include, but are not limited to, strategic development of the wellness program, wellness vendor management, program marketing, coordination of biometric and wellness screenings, wellness challenges, group fitness classes, webinars, flu shot clinics and behavioral modification programs.

1. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 7/1/2024, and shall terminate on 6/30/2026. There shall be no extension of the term of the agreement without express written consent from all parties.
4. Compensation. District agrees to pay Contractor at following rate of \$15,697.50 per month from 7/1/2024-6/30/2025 and \$16,482.38 per month from 7/1/2025-6/30/2026. Checks will be made payable to Delta Health Systems TeamCare. Payment shall be limited to amount written in this Paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses:  
  
☐ Yes (see below)                      ☒ No, Vendor initial here DB
6. Employment. Are you a FUSD employee?  
☐ Yes  
☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?  
☐ Yes  
☒ No
8. California Residency. Contractor is a resident of the state of California:  
☒ Yes  
☐ No
9. Conflict of Interest. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 13, 14, 18, 19, and 20; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

There shall be no additional fee to process TeamCare claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

11. Transfer of Data. Following termination of the Agreement Contractor shall transfer all the District and participant data necessary to administer wellness benefits to the successor wellness provider. Such data shall be transferred 60-days prior to the effective date of termination pursuant to a written request from the District. If the data transfer described in this Paragraph 11 is not completed by the deadline Contractor shall pay a late fee of \$500 per day each day until the data is provided.

### **Confidentiality**

#### **12. Confidential Information**

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or

data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. "Confidential Information" shall exclude Protected Health Information ("PHI"), as defined by 45 C.F.R. § 164.501, the use and disclosure of which shall be governed by the terms of the Business Associate Agreement attached herein as Exhibit B.

- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 12.b. Upon the request of the District Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 12.b.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information; or (d) was rightfully in the possession of the Contractor prior to disclosure by the District.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
  - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), to the extent practicable, or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.
- f. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

### **Indemnification, Insurance, and Taxes**

- 13. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) for any alleged or incurred act, omission, negligence, or misconduct directly attributable to the Contractor or their respective agents,

subcontractors, employees, material or equipment suppliers, invitees, or licensees directly arising out of or directly resulting from Contractor's performance of the Agreement and all Exhibits thereto (including the Business Associate Agreement), including, but not limited to:

- a. the Contractor's use of the site;
- b. the Contractor's completion of the duties under the contract; or
- c. injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board.

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.

14. **Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; and (3) Errors and Omissions Insurance with a policy limit of no less than \$2 million (\$2,000,000) dollars. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.
15. **Taxes.** Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, district will not withhold FICA (Social Security); State or Federal unemployment insurance contributions, State or Federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
16. **Workers' Compensation Insurance.** Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

### **Dispute Resolution**

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate Superior Court in Fresno, California.
18. **Arbitration.** If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.
19. **Attorney's Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

### **Miscellaneous**

20. **Written Notice.** Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated



by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:

Fresno Unified School District  
Purchasing Department  
4498 N. Brawley Avenue  
Fresno, CA 93722

Contractor:

Dennis Bourdo  
Delta Health Systems TeamCare  
3244 Brookside Road, Ste. 200  
Stockton, CA 95201

cc:

Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721

21. Entire Agreement. 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 terms 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.
22. 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.
23. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
24. 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 agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
25. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
26. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.
27. Waiver and Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
28. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
29. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore,

the Contractor agrees to comply with applicable Federal and California State laws.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
31. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

\*\*\*

**DISTRICT**

\_\_\_\_\_  
*Patrick Jensen Chief Financial Officer*

\_\_\_\_\_  
Date

Approved As To Form:



Apr 24, 2024

\_\_\_\_\_  
*Stacey Sandoval Executive Director  
Risk Management*

**CONTRACTOR**



\_\_\_\_\_  
*Dennis Bourdo, V.P. of TeamCare*

April 5, 2024

\_\_\_\_\_  
Date

**EXHIBIT A**  
**To the**  
**FUSD Independent Contractor**  
**Service Agreement Between the**  
**Fresno Unified School District ("District") and**  
**Delta Health Systems/TeamCare("Contractor")**

**A. Contractor Duties**

The Contractor is responsible for coordination of the work done within the framework of WellPATH and the wellness programs approved by the Joint Health Management Board ("JHMB") which is responsible for the Fresno Unified School District Health Care Plan. The Contractor reports to the JHMB and carries out Board policies as they relate to wellness programs approved by the JHMB. During the term of this Agreement, Delta Health Systems in its capacity as Contractor shall perform the following duties:

1. Manage the various wellness programs under WellPATH, including but not limited to, biometric and wellness screenings, challenges, group fitness classes, behavioral modification programs, personal training, webinars, flu shot clinics, 5k runs/walks and wellness expos. Responsibilities include managing vendors, collecting participant payment, determining eligibility for participation, organizing events, coordinating with FUSD staff, advertising the service, collecting data on participation, and ensuring WellPATH's protocols are followed. Additional administrative responsibilities may be necessary based on the specific wellness program.
2. Create and make available a set of procedures and protocols for each wellness program to WellPATH.
3. Make recommendations as to how to improve and better execute current programs.
  - a. In conjunction with and at the direction of WellPATH and JHMB develop, implement and manage new wellness programs.
4. Make recommendations and conduct RFPs for qualified vendor partners for current or future wellness services that may be offered to the JHMB.
5. Provide and maintain qualified staff based in Fresno, CA, possessing a detailed knowledge of wellness programs. With proper and effective supervision Contractor will perform wellness program administrative functions and answer the inquiries of employees, retirees, wellness champions, third-party vendors, and the JHMB with respect to the administrative requirements and procedures of the programs. Provide such bond or bonds on members of the administrative staff as may be required by law.
6. Make available a toll-free number for participants to call with inquiries and staff the line between the hours of 8am-5pm Monday through Friday.
7. Maintain an efficient and organized data tracking system.
8. Provide marketing templates/design for programs and events at no cost (does not include printing and mailing).
9. Establish wellness champion guidelines, including recruitment, champion kit, training, mentoring, & webinars.
10. Schedule, coordinate, attend and run all meetings of the WellPATH committee, and attend other meetings relating to the Program, including the JHMB meeting. Responsibilities for the WellPATH meeting include, but are not limited to, notifying interested parties, preparing agendas, reporting on agenda items, tracking open items and distributing minutes. Contractor agrees to the follow service level commitments:

- a. WellPATH meeting agendas are to be published to the relevant committee members two (2)

- business days prior to scheduled meeting.
  - b. WellPATH "run the plan" action items are to be updated and published to committee professionals within five (5) business days following meeting.
11. Create and ensure timely distribution of appropriate marketing material detailing upcoming events, including but not limited to blood draws and health screenings, onsite group fitness classes, webinars, challenges and health fairs. It is understood and agreed to by the parties that Contractor will work with FUSD's communications team in the design and distribution of emails and any material sent by U.S. Mail.
  12. Schedule and send qualified staff to all biometric and health screening events. At least ten (10) business days prior to the event, Contractor agrees to post notice of event at facility.
  13. On a reasonable basis make available a qualified employee to speak to groups of district representatives, employees and/or retirees about WellPATH and its programs.
  14. Coordinate with the Employee Benefits division with respect to the analysis of medical and prescription claims data. Interpret medical claims analysis in order to determine areas of opportunity for improved health records.
  15. Develop and implement all components of a comprehensive employee wellness program with emphasis on disease management and lifestyle interventions designed to improve employee health.
  16. Maintain and reconcile by line item WellPATH budget with current year-to-date spending and projected fiscal year spending to subcommittee quarterly. Work with plan professionals and subcommittee members in developing fiscal year budgets for WellPATH. It is understood and agreed that FUSD's Fiscal Services is responsible for all accounting and financial information provided to Contractor.
  17. Create reports on program-by-program basis that demonstrate return on investment and general effectiveness.
  18. Develop and continually monitor JHMB's overall health goals and strategies.
  19. Manage relationships with all third-party vendors providing wellness program services. Ensure third-party vendors are providing services in accordance with their agreements. Maintain data on performance, participant satisfaction, compliance with protocols and other key performance metrics as directed by the subcommittee or JHMB.
  20. Conduct annual strategic planning with WellPATH Committee to guide wellness programming and establish programmatic goals and objectives.
  21. Identify and develop relationships with local community resources and business partners; procure sponsorship revenues to offset expenses.
  22. Keep the JHMB and WellPATH fully informed on the operations of the program by:
    - a. Ensuring scheduled reports are presented on time to the correct persons.
    - b. Providing reports as requested by the subcommittee or JHMB.
    - c. Ensuring procedures are being followed.
    - d. Reporting adverse events occurring at any event or within any of the wellness programs.
  23. Facilitate the printing and storage of all wellness program brochures, forms, and descriptive materials.
  24. Timely distribute all participant gift cards or other participant incentives as may be deemed appropriate by the JHMB.

25. Provide, as directed by the JHMB, all information that may be required by the JHMB's attorneys, auditor, or consultant.
26. Comply with all HIPAA, PHI rules, EEOC and other related Wellness regulations.

## **B. Performance Standards**

Contractor agrees to put at risk a certain amount of its annual administrative fees if the following service standards are not satisfied:

1. 15% year-over-year increase in the total number of employees and spouses participating in the health screening.
2. Maintain an active Wellness Champion at no fewer than one-half of the schools and facilities of the Fresno Unified School District. This performance guarantee will be deemed satisfied if, and only if, Contractor maintains at least 60 wellness champions by the last day of each Plan year.

The penalty shall be 2% of administrative fees for each of the above for a total of 4% of administrative fees per year. These penalties shall remain in force for the initial and second year of this Agreement.

## **C. Compensation**

In consideration of services to be provided under this Agreement, District agrees to pay Contractor \$15,697.50 per month beginning July 1, 2024-June 30, 2025 and \$16,482.38 per month beginning July 1, 2025-June 30, 2026. Services not specifically set forth in Agreement may be subject to an additional fee. Contractor agrees to hold the fees for the first twelve (12) months of this Agreement. Thereafter, Contractor agrees to provide District with ninety (90) days' prior written notice in the event of Contractor's adjustment of its fees.

Contractor reserves the right to adjust administrative fees stated in this agreement when there is a material increase or decrease in the number of participants. For the purposes of this Article C "material" means a decrease or increase of 10% in the number of participants in the overall plan.

## **D. Additional Terms**

1. Contractor shall not destroy or otherwise dispose of any Plan or JHMB records in its possession or custody after the termination of this Agreement unless possession or custody is first offered to the Client in writing.
2. Software programs written by the Contractor solely for the benefit of the District, unless otherwise agreed to by both Parties, would remain the property of the Contractor upon notice to the JHMB. District agrees to furnish such information, copies of documents and material relative to the Plan and its participants as the Contractor may reasonably request. Contractor will not be held liable for errors in keeping any records required under this Agreement, except if such errors are the result of its negligence or willful or reckless misconduct. In the event District or its employees accesses the District's records or files to perform some function District acknowledges and agrees that Contractor shall have no responsibility or liability in connection with any actions taken by District or its employees.
3. Except as in compliance with Paragraph 13 of the Agreement, Contractor will not be responsible for the cost incurred for legal fees, actuarial, consulting fees, certified public accountant fees incurred by the JHMB, or necessitated by Program operation, bonds and expenses and the cost of printing. All acts, duties, obligations and responsibilities undertaken and performed under the Administration Agreement shall in all respects be subject to all of the provisions, express or implied, of the JHMB by-laws.
4. Contractor and its affiliates will not accept commissions or any form of remuneration from any

vendor doing business with the District through the JHMB. To the degree a commission or any other remuneration is embedded in a premium or rate, Contractor will notify the JHMB in writing and reduce its monthly retainer by the amount of the commission or other remuneration. Contractor will be reimbursed for items purchased in connection with the work done within the framework of WellPATH and the wellness programs approved by the JHMB.

5. In the event there are any special assignments or unusual tasks which are not herein described or provided for, the JHMB and Contractor shall mutually agree as to the remuneration to be paid for the performance thereof. Such specific authorization by the JHMB shall be reflected in the minutes of the meetings of the JHMB.
6. Contractor shall not be reimbursed any travel related expenses arising from Contractor's performance of their duties under this Agreement.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-15**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Renewal Agreement with Infor (US), LLC, CloudSuite

**ITEM DESCRIPTION:** Included in the Board binders is a renewal agreement with Infor (US), LLC, to upgrade the current HR/Payroll system to the Infor CloudeSuite version. The upgrade will integrate and automate solutions supporting school sites and business departments. Benefits, Human Resources, Information Technology, and Payroll departments will collaborate on the project, which will be split into two phases with a two-year implementation timeline.

In 2009, the district completed an extensive Request for Proposal on the Payroll/Personnel System and selected the Infor Lawson System. The conversion completed in March 2010 at a cost of \$1.2 million. A financial system RFP was conducted in 2021, with an option to bid for the Human Resources and Payroll system. Staff utilized this process to identify systems meeting our needs and recommend continuing with Infor, a long-standing partner innovating in the human resources and payroll systems sector.

The upgrade will provide employees with a modern web-based application experience that can be accessed regardless of location or device. Greater automation will streamline talent acquisition, onboarding, leave accrual, benefits, position control, employee contract management, tax calculations, and payroll processing. CloudSuite includes robust business continuity plans, proactive security monitoring, and strict access controls.

CloudSuite annual maintenance will be \$450,000 for five years, with no yearly increases. The current cost for the on-premises version is an estimated \$175k yearly with 6.5% COLA. The investment will bring the district up to date with support within the Infor System.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$450,000 are available in the General Fund.

**PREPARED BY:** Steven Shubin

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her







# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

07911

## Vendor Number

Infor (US), LLC

380 Saint Peter St St Paul MN 55102

## Vendor Name

978-509-8527

## Address

Mary McCrayer

## Phone Number

## Vendor Contact

From: 7/1/2024

Through: 6/30/2029

## Term (Duration)

## FUSD Contract Administrator:

Steven Shubin

Benefits Department

559-457-6227

Name

Site/ Dept

Telephone number

**Budget (Fund-Unit-Dept.-Activity-Function-Object)** 030-0140-0887-5635-0000-7706

**Annual Cost** \$ 450,000.00 (Estimated Amount)



**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

## Scope of Work Summary:

Upgrade the district's Infor system (Personnel/Payroll) from version 10 to the cloud. Also to upgrade the current HR/Payroll system to the Infor CloudeSuite version. The upgrade will integrate and automate solutions supporting school sites and business departments. Benefits, Human Resources, Information Technology, and Payroll departments will collaborate on the project, which will be split into two phases with a two-year implementation timeline

Please indicate where the work will be performed:

Work to be performed remotely out of state



Date Item is to appear on **Board of Education Agenda:** 05/22/24  
(Contracts of \$15,000.00 or more)

Will contract be submitted with **Bundled Contracts?** No

Reviewed & approved by **Department Head:**

04/22/2024

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Apr 23, 2024

Date

Please return signed agreement back to (name/email) : Christina Everitt Christina.Everitt@fresnounified.org



Order Form

Agreement ID: ICMOF\_168554  
Opportunity ID: OP-04222961  
Quote ID: SQB437592\_1

Infor Entity ("Infor"):  
Customer ("Customer" or "Licensee"):  
SaaS Agreement Name:  
SaaS Agreement Effective Date:

Infor (US), LLC  
Fresno Unified School District  
Software as a Service Agreement

This Order Form is subject to the terms of the SaaS Agreement between the parties. All terms of the SaaS Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the SaaS Agreement. Capitalized terms not defined in this Order Form are defined in the SaaS Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the SaaS Agreement, the parties shall apply terms logically.

Effective date of this Order Form (the "Order Form Date") shall be the last date that this Order Form is executed either by Customer or Infor, unless otherwise stated.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor (US), LLC

For: Fresno Unified School District

(Infor)

(Customer or Licensee)

DocuSigned by:  
*Mary McCrayer*  
BF739807DC304A4...

Signature

Signature

Mary McCrayer

Patrick Jensen

Typed or Printed Name

Typed or Printed Name

Senior Manager

Chief Financial Officer

Title

Title

22 April 2024 | 16:42:14 EDT

Signature Date

Signature Date

Approved As To Form:

Apr 23, 2024

Stacey Sandoval, Executive Director  
Risk Management

**Order Form**

Agreement ID: ICMOF\_168554  
 Opportunity ID: OP-04222961  
 Quote ID: SQB437592\_1

Customer: Fresno Unified School District  
 GL ID: US0AB  
 Customer Account ID: 6805-L  
 Account Executive: Timothy Davis

**I. Software****New or Additional Software**

Line	Location	Product Description	Use Restriction	Support Level
1	PROD:SaaS prod	Infor HR Talent GHR TM Core - SaaS MT	11075 Full Time Equivalent	CCFS
2	PROD:SaaS prod	HR Payroll - SaaS MT	11075 Full Time Equivalent	CCFS
3	PROD:SaaS prod	BSI TF US - SaaS MT	14000 Employee	CXT
4	PROD:SaaS prod	Symmetry- Tax Forms - SaaS MT	11075 Full Time Equivalent	CXT
5	PROD:SaaS prod	Tracker Corp- I-9 & E-Verify Integration	11075 Employee	CXT
6	PROD:SaaS prod	Infor OS Essentials - SaaS MT	1 Tech Platform	CCFS
7	PROD:SaaS prod	Infor data transfer & ETL tool from Data Lake to data warehouses	1 Enterprise	CCFS
8	PROD:SaaS prod	Infor Storage	2000 1.0GB	NAX
9	PROD:SaaS prod	Infor Campus Plus Membership - All Campus Plus Content	1 Enterprise	CXTP
10	PPRD:preProd	Infor OS Essentials - SaaS MT	1 Tech Platform	CCFS
11	PPRD:preProd	Infor HR Talent GHR TM Core - SaaS MT	11075 Full Time Equivalent	CCFS
12	PPRD:preProd	HR Payroll - SaaS MT	11075 Full Time Equivalent	CCFS

Annual Subscription Fee: \$450,000.00

Initial Subscription Term: July 1, 2024 through June 30, 2029

Fee for Initial Subscription Term: \$2,250,000.00

Annual Escalation Cap: 2% annual increase the first 2 annual Renewal Terms (Years 6 and 7) following the Initial Subscription Term. The following 3 annual Renewal Terms (Years 8 – 10) will be subject to a 3% annual increase.

**II. Fees and Payment Terms**

Total Amount Due (before applicable taxes): \$2,250,000.00

Currency: US (Dollar)

Payment is due within 45 days of the date of the invoice.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Primary-Use Address	Invoice Address
Fresno Unified School District 2309 Tulare Fresno CA USA 93721	Fresno Unified School District 2309 Tulare Street Fresno CA USA 93721
Steven Shubin 559-457-2571 steven.shubin@fresnounified.org	David Jansen 559-457-3813 david.jansen@fresnounified.org

### III. Additional Terms

- User/License Definitions if specified in the User Restriction field can be found at <https://licensedefinitions.infor.com/>
- Support Level Definitions:  
  
 "CXT" = Infor Essential (24X5); "CXT" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program;  
 "CCFS" = Infor CareFor Success program; Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>  
  
 NAX = Not Applicable.
- Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
- Education Services – INFOR CAMPUS Membership: Customer has elected to subscribe to the INFOR CAMPUS Membership identified herein for the subscription term specified herein, which shall automatically renew on an annual basis at Infor's then-current fees unless Customer provides Infor with written notice of its election not to renew at least ninety (90) days prior to the start of the upcoming renewal period. Customer shall pay to Infor the annual fee applicable to each such renewal period prior to the commencement of the applicable annual renewal period. Infor reserves the right to suspend access to the INFOR CAMPUS Membership in the event of any past due fees. All payments associated with the INFOR CAMPUS Membership or any other education services are non-refundable. With respect to Infor Campus Plus Membership, notwithstanding anything to the contrary in the Agreement, Customer shall be permitted access and use the Software specified above, during the subscription term specified herein, in an operating environment hosted by Infor. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO INFOR CAMPUS MEMBERSHIPS OR ANY EDUCATION SERVICES AND INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH AN INFOR CAMPUS MEMBERSHIP OR ANY EDUCATION SERVICES SHALL NOT EXCEED THE ANNUAL FEE PAID BY CUSTOMER FOR SUCH INFOR CAMPUS MEMBERSHIP OR EDUCATION SERVICES (AS APPLICABLE) FOR THE ANNUAL PERIOD IN WHICH THE LIABILITY FIRST AROSE.
- Pre-Production (PPRD): Infor shall make available an environment for code testing purposes ("Pre-Production"). Not all components may be available in Pre-Production and availability in Pre-Production shall be at Infor's discretion. Infor targets, at its sole discretion, new releases to be available in the Pre-Production environment at a minimum of 14 days prior to promotion to a Production environment. Pre-Production includes only Infor multi-tenant products. Configuration and maintenance of integrations with non-Infor products for purposes of testing customer specific interfaces, is the responsibility of Customer. Critical incident support is not provided for Pre-Production. The Infor Pre-Production environment is scheduled to be accessible 24x7 during the Pre-Production Customer Preview Period (14 days per month).
- Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.
- In consideration for the pricing and terms under this order form, Infor may refer to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

8. Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Software hosted in a multi-tenant environment).
9. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.

The Service Level Agreement can be found at: [Infor service level description | Infor](#)

The Information Security Plan can be found at: <https://www.infor.com/security-plan>

10. The Data Protection Agreement ("DPA") for Infor Customers v.10.23, as amended from time to time and located at <https://www.infor.com/data-protection-agreements> is hereby incorporated by reference with the same force and effect as though fully set forth herein. The Parties agree that signatures to the Order Form are deemed signatures to the DPA and the Standard Contractual Clauses (if applicable). The foregoing DPA will not apply to the extent Customer has separately executed a DPA with Infor.
11. The pricing set forth in this offer is valid if accepted by Customer by 29 March 2024.
12. Customer elects to terminate maintenance upon Order Form Date for its Infor-owned perpetually licensed On-Premise Software with the same product functionality as the Software licensed herein. Customer will receive Transitional Support for such On-Premise Software until the earlier of: (i) the "go live" date at which time the licensed Software will be available for beneficial production use or (ii) thirty six (36) months after the Order Form Date, included as part of the Subscription Fee. "Transitional Support" is defined as phone support, incident logging and resolution, and issue correction commensurate with the level of support available for the version of the on-premises software currently installed by Customer however, Transitional Support excludes any upgrades, tax and regulatory updates, third-party products or enhancements to the on-premises licenses. Infor will issue a credit equal to the amount of unused, prepaid maintenance fees. The credit will be calculated from the end of the month of the Order Form Date and will either be applied to Customer's outstanding or future invoices or remitted back to Customer in the form of a refund, the specific method being Infor's sole discretion.



## Software as a Service Agreement

**Agreement ID:** ICMSAAS\_13190

This Software as a Service Agreement (the "Agreement") is between **Infor (US), LLC** ("Infor") and **Fresno Unified School District** ("Customer") and entered as of the last signature date below. The parties agree as follows:

### 1. **Definitions.**

**"Affiliate"** means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where "Control" means the ownership of greater than 50% of such entity's capital stock.

**"Applicable Law"** means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

**"Authorized Users"** means employees and contractors of Customer and its Affiliates.

**"Confidential Information"** means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by Recipient without use of Confidential Information; or (v) is a comment or suggestion about the other party's products or services.

**"Customer Data"** means information provided, entered, or uploaded by Authorized Users into the Software. Customer Data is Confidential Information of Customer.

**"Defect"** means a material deviation between the then current, general release version of the Software and its Documentation.

**"Discloser"** means the party providing Confidential Information to the Recipient.

**"Documentation"** means the then current Infor provided generally available operating and technical documentation relating to the features, functions, and operation of the Software.

**"Initial Subscription Term"** means the initial subscription period set forth on the applicable Order Form.

**"Intellectual Property Rights"** means any and all rights in patents, copyrights, trademarks, trade secrets and service marks.

**"Order Form"** means any order form signed by the parties that references this Agreement pursuant to which Customer purchases access rights to Software and Subscription Services.

**"Personal Data"** means information that includes any non-public personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection law. Personal Data is a subset of Customer Data.

**"Professional Services"** is defined in Exhibit A to this Agreement. If Infor provides professional services under an existing Infor professional services agreement (as specified in the work order for such professional services) such professional services are not subject to this Agreement and all references herein to Professional Services are inapplicable.

**"Professional Services Fees"** means fees for Professional Services as set forth in the applicable Work Order.

**"Recipient"** means the party receiving Confidential Information of Discloser.

**"Renewal Term"** means any renewal term of Customer's right to access the Software and Subscription Services following expiration of the Initial Subscription Term.



**“Software”** means the software programs identified in the applicable Order Form to which Infor provides remote access as part of the Subscription Services. Software includes Updates.

**“Subscription Fees”** means the fees for the Subscription Services set forth on the applicable Order Form.

**“Subscription Services”** means the hosting, management and operation of the Software, and Support, by Infor.

**“Subscription Term”** means the Initial Subscription Term or any Renewal Term, as applicable.

**“Support”** means, as more fully set out in the Order Form, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor’s support helpline, (b) installing, when and if generally available, Updates; and (c) using reasonable efforts to correct or circumvent any Defect. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

**“Third-Party Offerings”** means products and services that are provided by third parties, interoperate with the Software or Subscription Services, and are licensed under such third parties’ own applicable license terms.

**“Updates”** means generally available updates, enhancements or modifications to the then current, general release version of the Software that are not separately priced as new products.

**“User Restriction”** means any limitation on the Software or Subscription Services identified in an Order Form (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

**“UserID”** means a unique user identification credential used in combination with a unique password to access the Software and Subscription Services.

## **2. Intellectual Property Rights and Restrictions.**

- a. **Rights Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in an operating environment hosted by Infor, the Software and use the Subscription Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.
- b. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.
- c. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Software; (ii) using the Software or Subscription Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Software or Subscription Services or Documentation to be used by, or disclosing all or any part of the Software or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Subscription Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Subscription Services; or (vi) providing Customer Data that violates third party rights.
- d. **Export Restrictions.** Customer acknowledges the Software and Subscription Services are U.S. origin and supported from the U.S. in whole or part, and are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Software or Subscription Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.
- e. **No Implied Rights.** Any rights not expressly granted in this Agreement are expressly reserved.

## **3. Subscription Services.**

- a. **Generally.** Infor will provide the Subscription Services, as more particularly described in the Service Level Agreement referenced in the applicable Order Form discussing availability, scheduled maintenance, business continuity, disaster recovery, and Support.
- b. **Security.** Infor’s Information Security Plan, setting forth the security measures with respect to the Software and Subscription Services, is referenced in the Order Form.



- c. User Accounts. Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords through the Software interface. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer's account. Customer will immediately notify Infor of any unauthorized use of UserIDs.
- d. Connectivity. Customer is responsible for ensuring latency and available bandwidth from Authorized Users' devices to Infor's hosted routers are adequate to meet Customer's desired level of performance. Customer is responsible for securing connectivity to Infor's hosted environment, including securing VPN connectivity for single tenant environments.
- e. Customizations. Customizations are not permitted in the hosted environment. "Customizations" means modifications to the generally available Software other than configurations and extensions created by Authorized Users via the standard user interface or tools included in the generally available Software.
- f. Abrogation of Support. Infor has no Support obligations to the extent caused by (i) Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

#### 4. Payment and Taxes.

- a. Fees. Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.
- b. Taxes. Customer is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable tax amounts.
- c. Invoice Dispute. Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees within 10 days of Customer's receipt of the invoice in writing and in good faith, and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form (the date of receipt of the invoice is the date Infor sends the invoice to such electronic address; if no such electronic address is provided, then the date of receipt of the invoice is the date Infor sends the invoice by the alternative method identified in the Order Form). However, if the parties are unable to resolve such a dispute within 20 days, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

#### 5. Warranties.

- a. Limited Software Warranty. Infor warrants the Software will operate without a Defect during the Subscription Term. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Software giving rise to the breach within a reasonable period of time. If Infor is unable to repair or replace such Software within a reasonable period of time, Infor may terminate the access rights for that Software and promptly refund to Customer the unused portion of the Subscription Fee if any, paid to Infor for the Subscription Services giving rise to the warranty claim.
- b. No Material Loss in Functionality. Updates will not result in a material loss in key functionality. For clarity, Updates that require a different look and feel, or manner, to achieve similar functionality, or changes to programming language consistent with industry standards, are not a material loss in functionality. Customer's sole remedy with respect to a breach of the foregoing warranty shall be to terminate the access rights for that Software on written notice to Infor if functionality is not restored (either within that same Software or through different software or services available to Customer, at Infor's discretion) within 90 days of notice from Customer (which must be received within 30 days of the Update). In the event of such termination Infor shall promptly refund to Customer the un-used portion of the Subscription Fee, if any, paid to Infor for the affected Software. This remedy is not cumulative to the remedy in Section 5(a).
- c. Malicious Code. Infor warrants it will use generally accepted industry tools and practices to provide Software and Subscription Services that do not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to modify, delete, damage, deactivate or disable Customer Data.

- d. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) any Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.
- e. **DISCLAIMER OF WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE) NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THE SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.**
- f. **FAILURE OF ESSENTIAL PURPOSE. THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

#### **6. Confidential Information.**

- a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after termination of any applicable Order Form or Work Order.
- b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.
- c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.
- d. If Applicable Law requires a written agreement setting forth the parties' obligations with respect to Personal Data, Infor's Data Protection Addendum for Customers applies to the processing of Personal Data and is incorporated into the applicable Order Form.

#### **7. Indemnity by Infor.**

- a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the Software or Subscription Services infringe any Intellectual Property Rights of others, when used by Authorized Users in accordance with this Agreement; or (2) resulting from disclosure of Personal Data in breach of this Agreement to the extent caused by Infor's breach of the Infor Information Security Plan.
- b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise.

- c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations; or (2) any Customer deployed Third Party Offerings.
- d. If any Software (or Subscription Services) is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Software (or Subscription Services) per the terms of this Agreement; (2) replace the Software with software (or Subscription Services with services) that is substantially equivalent in function, or modify the Software (or Subscription Services) so that it becomes non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form and refund to Customer the un-used portion of the paid Subscription Fee, if any, for the Software and Subscription Services giving rise to the Claim. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

## 8. Term and Termination.

- a. Term. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be (Infor will notify Customer at least 30 days prior to the notice period of the Renewal Term and the next Subscription Fee). Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Following 10 business days' prior written notice, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.
- b. Right of Termination. If either party breaches any material obligation in this Agreement and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination. Notice of an alleged Defect does not constitute notice of material breach for purposes of this Section.
- c. Effect of Termination. Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the applicable Software shall immediately terminate. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If an Order Form is terminated due to a breach by Infor pursuant to Section 8(b), Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then current Subscription Term following the effective date of termination.
- d. Transition Assistance. Customer may request services to facilitate the orderly wind down, transition and migration of the Subscription Services under an Order Form from Infor to Customer or Customer's designee pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.
- e. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

## 9. LIMITATIONS OF LIABILITY.

- a. **LIMITED LIABILITY. EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) AND CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE HEREUNDER, THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) SOFTWARE OR SUBSCRIPTION SERVICES WILL NOT EXCEED 2 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE SOFTWARE OR SUBSCRIPTION SERVICES GIVING RISE TO THE LIABILITY AND/OR (2) PROFESSIONAL SERVICES WILL NOT EXCEED 2 TIMES THE PROFESSIONAL SERVICES FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING**

THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY.

- b. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS THIRD PARTY LICENSORS (IN THE CASE OF INFOR) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.
  - c. **EXCLUDED LIABILITIES.** THE TERM “EXCLUDED LIABILITIES” MEANS: (I) INFOR’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EXCEPT AS RELATED TO CLAUSE (II) FOLLOWING; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY’S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER’S INFRINGEMENT OR MISAPPROPRIATION OF INFOR’S INTELLECTUAL PROPERTY RIGHTS; AND (IV) A PARTY’S WILLFUL MISCONDUCT.
  - d. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY’S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 5 TIMES THE FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.
10. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 133 Peachtree Street NE, 24th Floor, Atlanta, GA 30303 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.
11. **Force Majeure.**
- a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a “Force Majeure Event”).
  - b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a “Force Majeure Notice”). If, within 15 days following a party’s provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.
12. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other’s prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.



13. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
14. **Choice of Law; Severability.** This Agreement, and all related disputes and claims hereto, shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief.
15. **Usage check.** Infor will check usage of Customer's compliance with this Agreement and Order Forms. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional Software usage or, if none, Infor's then current rates for such Software usage.
16. **Independent Contractors.** Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.
17. **Insurance.** During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.
18. **Compliance with Laws.** In relation to the Subscription Services and Professional Services, each party will comply with Applicable Law.
19. **Miscellaneous.** This Agreement together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

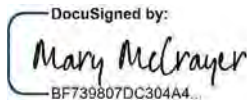
THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

For: Infor (US), LLC

For: Fresno Unified School District

(Infor)

(Customer or Licensee)

DocuSigned by:  
  
 BF739807DC304A4...

Signature

Signature

Mary McCrayer

Patrick Jensen

Typed or Printed Name

Typed or Printed Name

Senior Manager

Chief Financial Officer

Title

Title

08 April 2024 | 08:15:30 EDT

Signature Date

Signature Date

Approved As To Form:



Apr 12, 2024

Stacey Sandoval, Executive Director  
Risk Management

**Customer Address for Notices**

2309 Tulare Street

Address 1

Address 2

Address 3

Address 4

Fresno, CA, 93721

City/State/Postal Code

## Exhibit A (Professional Services)

Infor's provision of Professional Services is subject to this Agreement, including the additional terms below.

### 1. **Definitions.**

**"Professional Services"** means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Subscription Services.

**"Work Order"** means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therefore.

2. **Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor's then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.
3. **Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least 4 weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for such Professional Services as if Infor had performed such Professional Services on the scheduled date(s) and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor at least 14 days prior to the scheduled date(s) that it wishes to reschedule or cancel such Professional Services.
4. **Conditions on Providing Professional Services.** Customer must assign a project manager who will assume responsibility for the management of the project for which the Professional Services are provided. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the "Work Product"); however, to the extent such Work Product contains Customer Data or Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Data or Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates.
5. **Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.
6. **Limited Professional Services Warranty and Remedy for Breach.** Infor warrants it will render all Professional Services with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor's provision of the Professional Services that are subject to the warranty claim.
7. **Right of Termination.** If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Subscription Term on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.



# Infor Cloud Suite Investment Summary



	2024	2025	2026	2027	2028
<b>On Premise Lawson</b> <input type="checkbox"/> Annual maintenance runs July 1 – June 30 <sup>th</sup> . <input type="checkbox"/> Estimated costs with 6% uplift from previous year or CPI	\$172,289	\$182,626	\$193,584	\$0	\$0
<b>Infor CloudSuite HR Talent + Payroll</b> <input type="checkbox"/> Talent Acquisition <input type="checkbox"/> Talent Growth: Learning & Development, Goals, Performance, Succession <input type="checkbox"/> Compensation <input type="checkbox"/> Benefits <input type="checkbox"/> Time & Absence <input type="checkbox"/> Payroll <input type="checkbox"/> 3 <sup>rd</sup> Party: BSI for Tax Calculations, Symmetry for Tax Forms, and I-9 Tracker for eVerify <input type="checkbox"/> Pre-Production: 1 additional environment to get advanced view of feature releases <input type="checkbox"/> Amazon Web Services: Always On, Always Up To Date and Secure <input type="checkbox"/> Campus Plus Subscription: Online learning	\$277,711	\$267,374	\$256,416	\$450,000	\$450,000
<b>Infor Solution Total</b>	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000

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## Notes

- Subscription start date for CloudSuite can have start date of July 1, 2024. The Order Form for CloudSuite would supersede and replace the Lawson annual maintenance invoice.
- Transitional Support: Infor will provide support of Lawson + CloudSuite for 36 months.
- 3<sup>rd</sup> party technology, Microfocus Cobol, that is required for Lawson on premise environments, is not included in transitional support. The estimated annual cost for production, test and cold environments is \$13,000. This annual maintenance cost would go away once a transition from on premise to cloud is completed.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-16**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Submission of 2024 Teacher Quality Partnership Grant Application

**ITEM DESCRIPTION:** Included for Board consideration and approval is a request to write a grant application to the Federal Department of Education - 2024 Teacher Quality Partnership Grant.

Fresno Unified's Teacher Development Department proposes to continue the development of a Teacher Residency program in partnership with Fresno State University to support teacher candidates in earning a teaching credential. Fresno Unified will continue to partner with Fresno State to implement three primary objectives:

1. Recruitment and selection of diverse talent into the Fresno Teacher Residency Program.
2. Fresno Unified and Fresno State collaboratively reform the teacher preparation curriculum to train highly effective multiple or single subject residents.
3. Induction and retention of new teacher graduates.

The grant proposes to enroll 225 residents for the five project years. Enrolled residents commit in writing to work in a multiple subject or single subject setting with an emphasis in teaching in hard-to-fill areas within a Fresno Unified school for a period of at least four school years after the candidate obtains a preliminary credential. Hard-to-fill areas include special education, transitional kindergarten (TK), bilingual education, mathematics, or a science pathway.

**FINANCIAL SUMMARY:** The grant award can be up to \$2 million each year, over the five project years for a total of \$10 million from 2024/25 to 2028/29.

**PREPARED BY:** Marie Williams, Ed.D.,

**DIVISION:** Instructional Division

**PHONE NUMBER:** 457-3731

**CABINET APPROVAL:** Natasha Baker, Ed.D.,  
Chief Academic Officer

**INTERIM SUPERINTENDENT APPROVAL**  
Mao Misty Her



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-17**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve a Purchase and Sale Agreement with the City of Fresno and Authorize the Superintendent or her Designees to Sign the Agreement and Related Easement Deeds

**ITEM DESCRIPTION:** Included in the Board binders is information regarding the City of Fresno making improvements to the sidewalks and ramps along Cedar Avenue adjacent to Calwa Elementary School. This is to ensure compliance with ADA requirements. The City of Fresno desires to purchase a 374 sq. ft. permanent easement and 143 sq. ft. temporary construction easements on school property adjacent to the street to accommodate the sidewalk and ramp work. The attached Purchase and Sale Agreement outlines the terms of the transaction. The Agreement will require the City of Fresno to pay Fresno Unified School District \$4,200 as payment for the easements needed. The City of Fresno will also pay for all the construction costs, will work with the district to ensure that construction work is scheduled at times convenient for school administrators and will ensure that the district is held harmless from any damages to property (including school fences) or injuries during construction.

**FINANCIAL SUMMARY:** There is no cost to the district at this time. The City of Fresno will pay Fresno Unified School District \$4,200.

**PREPARED BY:** Paul Idsvoog

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operating and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT STREET  
EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AND  
ESCROW INSTRUCTIONS  
APN 480-351-27T**

**Cedar Avenue Complete Streets: Church to Jensen Project  
City Project No.: PW00928**

This Agreement for a Permanent Street Easement and an associated Temporary Construction Easement ("Agreement") is entered into by and between FRESNO UNIFIED SCHOOL DISTRICT ("Owner"), without regard to number or gender, and the CITY OF FRESNO, a municipal corporation ("City") for a permanent street easement and right-of-way for public street purposes, and associated temporary construction rights, on the following terms and conditions.

1. The real property which is the subject of this Agreement (hereinafter "Subject Property"), includes a Permanent Street Easement and an associated Temporary Construction Easements to facilitate the Cedar Avenue Complete Streets: Church to Jensen Project ("Project"), situated in the City of Fresno, County of Fresno, State of California. The Permanent Street Easement is approximately 374.0 square feet in size, as described on Exhibit "A-1" and depicted on Exhibit "B-1", and the Temporary Construction Easements combined are approximately 142.78 square feet in size, as described in Exhibit "A-2" and depicted in Exhibit "B-2," each attached hereto and incorporated herein by reference.
2. Owner agrees to grant to City a permanent street easement and right of way for public street purposes over, under, through, and across that portion of the Subject Property described in Exhibit "A-1" ("Permanent Street Easement"), free and clear of all liens, encumbrances, and restrictions of record. City shall pay just compensation of THREE THOUSAND SEVEN HUNDRED FORTY DOLLARS AND NO/100 (\$3,740.00) for the permanent easement as described on Exhibit "D", attached hereto, and incorporated herein by reference.
3. Owner hereby grants City a Temporary Construction Easement ("TCE") on, over, through, along and across those portions of the Subject Property as described in Exhibit "A-2," including the right for City, its agents, employees, authorized contractors and subcontractors and their employees to enter upon and pass and repass over and along the TCE, and to deposit, store and use tools, implements and materials thereon whenever and wherever necessary for the purpose of performing construction on the Project. Said easement imposes an obligation upon City to leave Owner's property in like condition as found, or better. The term of this TCE shall be three years commencing May 1, 2024, and expiring May 1, 2027. Upon the effective date (defined below), City shall pay just compensation of FOUR HUNDRED TWENTY-EIGHT DOLLARS AND 34/100 (\$428.34) for the three-year term, for the TCE, as described on Exhibit "E."
4. City shall pay total rounded just compensation of **FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00)** for the Permanent Street Easement and the TCE, including cost to cure damages, benefits and/or

severance damages to the remainder, if any, as described on Exhibit "C" for the Subject Property.

5. Clause 4 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the Permanent Street Easement and TCE areas and must be removed in order to proceed with the construction of the Project. If Owner does not replace said items, City may install temporary fencing on Owner's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock or other animals during construction of the road project, and/or plug the irrigation line(s) at Owner's property line. Owner hereby agrees to allow the City, its agents, employees, authorized contractors and subcontractors and their employees access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Owner.
6. The Effective date of this Agreement shall be conditioned upon the duly authorized execution of this Agreement by City and the payment of **FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00)** as just compensation to the Owner.
7. Owner represents and warrants that it holds fee title to the Subject Property and has the authority to enter into the Agreement herein made.
8. Owner agrees to hold City harmless and reimburse City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or Lease of said Subject Property held by any tenant of the Owner.
9. The sale shall be completed through an External Escrow to be opened at Fidelity National Title Company, 7475 N Palm Avenue, Suite 107, Fresno, CA 93711. Bernadette Watson shall be the escrow agent. Said escrow shall be opened upon the following terms and conditions, and the Owner and City by their signature to this Agreement make this paragraph their escrow instructions:
  - a. The City shall deposit the sums specified in Paragraph 4 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company.
  - b. Payment of said sums, less Owner's cost to clear title, if any, may be made to Owner only when escrow holder possesses and is in a position to deliver to the City fully executed and acknowledged and recorded easement deed(s) to the Subject Property free and clear of all liens, encumbrances and restrictions of record.
  - c. The City reserves the right to accept title to the Subject Property interest(s) to be acquired by City herein subject to certain defects in any or all matters of record title to the property. In consideration for Owner receiving the total sum as stated in Paragraph 4, the undersigned Owner covenants and agrees to indemnify and hold the City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 4.

d. It is understood that Owner shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.

e. The escrow fee, cost of policy of title insurance, recording fees (if any), shall be paid by the City.

f. Disbursements of the purchase price to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

10. Owner shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Owner, City, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Property on or before the effective date of this Agreement. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 3. This limitation does not preclude the City from bringing a claim against Owner for a loss on the adjacent property.
11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Subject Property by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Paragraph 3 herein are deposited into the escrow controlling this transaction. The amount shown in Paragraph 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
12. Miscellaneous Provisions:
  - a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
  - b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.
  - c. Compliance with Laws. The Parties shall implement this Agreement in accordance with all applicable Federal, State and City laws, ordinances, and codes. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the

Parties shall comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

d. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

e. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.

f. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

g. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

h. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.

i. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

j. Exhibits and Attachments. Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.

k. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Owner.

[SIGNATURE PAGE TO FOLLOW]



CITY OF FRESNO,  
a California municipal corporation

FRESNO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Randall W. Morrison, PE  
Capital Projects Director

By: \_\_\_\_\_  
Name Date

Title: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Name Date

By: \_\_\_\_\_  
Nancy Bruno  
Supervising Real Estate Agent

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Approved As To Form:



May 9, 2024

Stacey Sandoval, Executive Director  
Risk Management

By: \_\_\_\_\_  
Deputy City Attorney Date

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Attachments:

- Exhibit "A-1" Permanent Easement Description
- Exhibit "B-1" Permanent Easement Depiction
- Exhibit "A-2" Temporary Construction Easement Description
- Exhibit "B-2" Temporary Construction Easement Depiction
- Exhibit "C" Waiver Valuation Summary Statement
- Exhibit "D" Permanent Easement Deed
- Exhibit "E" Temporary Construction Easement Deed

**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623  
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
PW-2023-16550

APN 480-351-27T (portion)

DEED OF EASEMENT

Fresno Unified School District, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, an easement and right-of-way for public street purposes over, under, through and across all that real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

Fresno Unified School District

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Approved As To Form:



May 9, 2024

Stacey Sandoval, Executive Director  
Risk Management

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

APN: 480-351-27T (portion)  
Street Easement

A portion of the Southwest quarter of Section 13, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

PARCEL 1:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence along the East line of said Right of Way Deed, the following five (5) courses:

- 1) North 0°26'42" East, a distance of 47.98 feet;
- 2) North 89°33'18" West, a distance of 3.20 feet to the beginning of a non-tangent curve, concave Northeasterly, with a radial bearing of North 7°20'58" East;
- 3) Northwesterly, along the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
- 4) thence North 1°37'51" West, along said tangent line, a distance of 1.61 feet to the **POINT OF BEGINNING**.
- 5) thence continuing North 1°37'51" West, a distance of 27.22 feet;

thence North 87°32'54" East, a distance of 0.20 feet;

thence South 45°16'56" East, a distance of 7.83 feet;

thence South 1°16'22" East, a distance of 16.20 feet;

thence South 44°09'57" West, a distance of 7.68 feet to the **POINT OF BEGINNING**.

Containing an area of 121 square feet, more or less.

2023-130  
15-A-10314  
PLAT: 3060  
PW00928

PARCEL 2:

A portion of Lot E of Map of Calwa Acres, according to the map thereof recorded in Book 8 at Page 9 of Record of Surveys, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 13; thence North 0°36'27" East, along the West line of said Southwest quarter, a distance of 368.06 feet; thence South 89°23'33" East, a distance of 40.00 feet to a point of intersection thereof with a line which is parallel with and 40.00 feet East of said West line and the **POINT OF BEGINNING**.

thence North 0°36'27" East, along said parallel line, a distance of 27.68 feet;

thence South 89°23'33" East, a distance of 0.47 feet;

thence South 44°41'54" East, a distance of 7.42 feet;

thence South 1°13'28" West, a distance of 17.29 feet;

thence South 45°00'00" West, a distance of 7.24 feet;

thence North 89°23'40" West, a distance of 0.49 feet to the **POINT OF BEGINNING**.

Containing an area of 130 square feet, more or less.

PARCEL 3:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County; thence North 0°26'42" East, along the East line of said Right of Way Deed, a distance of 34.97 feet to the **POINT OF BEGINNING**;

thence North 0°26'42" East, continuing along said East line, a distance of 8.72 feet;

thence South 89°48'54" East, a distance of 11.19 feet;

thence South 0°00'00" East, a distance of 8.77 feet to a point of intersection thereof with a line which is parallel with and 34.97 feet North of the South line of said Section 13;

thence North 89°34'28" West, along said parallel line, a distance of 11.25 feet to the **POINT OF BEGINNING**.

Containing an area of 98 square feet, more or less.

2023-130

15-A-10314

PLAT: 3060

PW00928

P:\223-0130\023\_2023-023 - Cedar Street ROW\Exhibits\480-351-27\Legal 480-351-27T ROW.Doc

PARCEL 4:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence along the East line of said Right of Way Deed, the following five (5) courses:

- 1) North  $0^{\circ}26'42''$  East, a distance of 47.98 feet;
- 2) North  $89^{\circ}33'18''$  West, a distance of 2.66 feet to the **POINT OF BEGINNING**;
- 3) North  $89^{\circ}33'18''$  West, a distance of 0.54 feet to the beginning of a non-tangent curve, concave Northeasterly, with a radial bearing of North  $7^{\circ}20'58''$  East;
- 4) Northwesterly, along the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of  $81^{\circ}01'11''$ , an arc distance of 14.14 feet to the beginning of a tangent line;
- 5) North  $1^{\circ}37'51''$  West, along said tangent line, a distance of 0.20 feet;

thence South  $43^{\circ}16'41''$  East, a distance of 13.51 feet to the **POINT OF BEGINNING**.

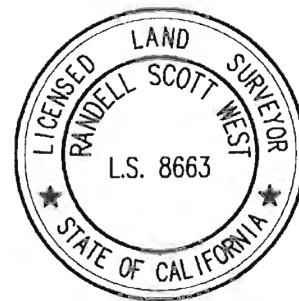
Containing an area of 25 square feet, more or less.

END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Randell Scott West, PLS 8663  
Blair, Church & Flynn Consulting Engineers

June 28, 2023  
Date



2023-130  
15-A-10314  
PLAT: 3060  
PW00928

# EXHIBIT "B"

N87°32'54"E 0.20'

## LEGEND:

SECTION LINE OR CENTERLINE

PROPOSED PEDESTRIAN EASEMENT

EXISTING RIGHT-OF-WAY LINE

O.R.F.C.



SECTION LINE OR CENTERLINE

PROPOSED PEDESTRIAN EASEMENT

EXISTING RIGHT-OF-WAY LINE

OFFICIAL RECORDS FRESNO COUNTY

PARCEL 1: AREA TO BE DEDICATED AS  
PUBLIC STREET RIGHT-OF-WAY, CONTAINING  
AN AREA OF ±121 S.F.

S. CEDAR AVE.

BASIS OF BEARING

N0°36'27"E



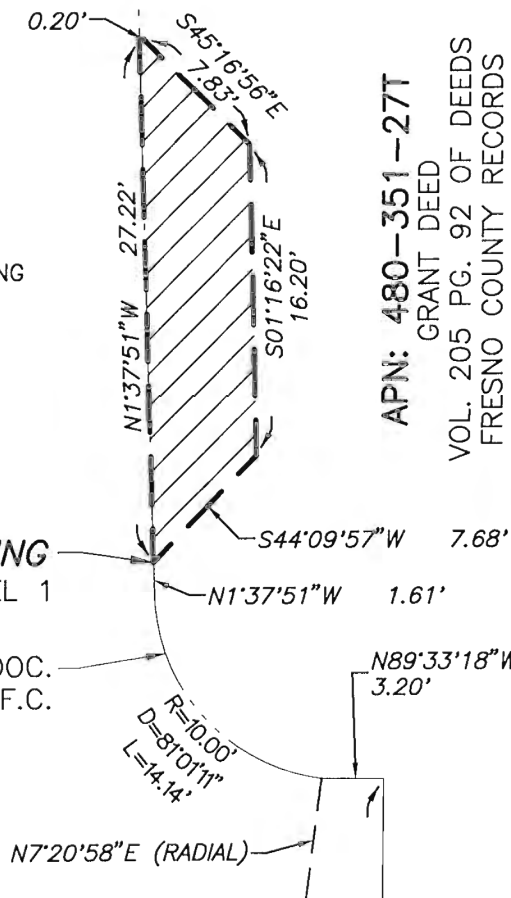
*Randall Scott West*  
4/20/2023



SCALE: 1"=10'

POINT OF BEGINNING  
PARCEL 1

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.



APN: 480-351-27T

GRANT DEED

VOL. 205 PG. 92 OF DEEDS  
FRESNO COUNTY RECORDS

GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

S.W. CORNER OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

SOUTH LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

POINT OF COMMENCEMENT  
S.E. CORNER OF DOC. NO.  
28644, O.R.F.C.

E. JENSEN AVE.  
(70 FEET WIDE)

REF. & REV.

2023-130

PLAT: 3060

PW00928

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR STREET AND PUBLIC  
UTILITY PURPOSES.

PROJ. ID. PW00928

FUND NO. 22048

ORG. NO. 189901

RES TYPE -

DR. BY. HKB

CH. BY. RSW

DATE 5/15/2023

SCALE 1"=10'

SHEET NO. 1

OF 3 SHEETS

15-A-10314



# EXHIBIT "B"

S. CEDAR AVE.  
(80 FEET WIDE)

GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

POINT OF BEGINNING  
PARCEL 2

S89°23'33"E 40.00'

WEST LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

POINT OF COMMENCEMENT  
S.W. CORNER OF SECTION 13,  
T.14S., R.20E., M.D.B.&M.

S89°23'33"E 0.47'  
S44°41'54"E 7.42'  
N0°36'27"E 27.68'  
S1°13'28"W 17.29'  
S45°00'00"W 7.24'  
N89°23'40"W 0.49'

APN: 480-351-27T  
LOT E  
MAP OF CALWA ACRES  
8-RS-9  
O.R.F.C.

## LEGEND:

- SECTION LINE OR CENTERLINE
- - - PROPOSED PEDESTRIAN EASEMENT
- - - EXISTING RIGHT-OF-WAY LINE
- - - O.R.F.C.
- ▨ PARCEL 2: AREA TO BE DEDICATED AS  
PUBLIC STREET RIGHT-OF-WAY, CONTAINING  
AN AREA OF ±130 S.F.



SCALE: 1"=10'

REF. & REV.  
2023-130  
PLAT: 3060  
PW00928

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR STREET AND PUBLIC  
UTILITY PURPOSES.

PROJ. ID. PW00928	RES TYPE
FUND NO. 22048	
ORG. NO. 189901	
DR. BY. HKB	SHEET NO. 2
CH. BY. RSW	OF 3 SHEETS
DATE 5/15/2023	
SCALE 1"=10'	15-A-10314



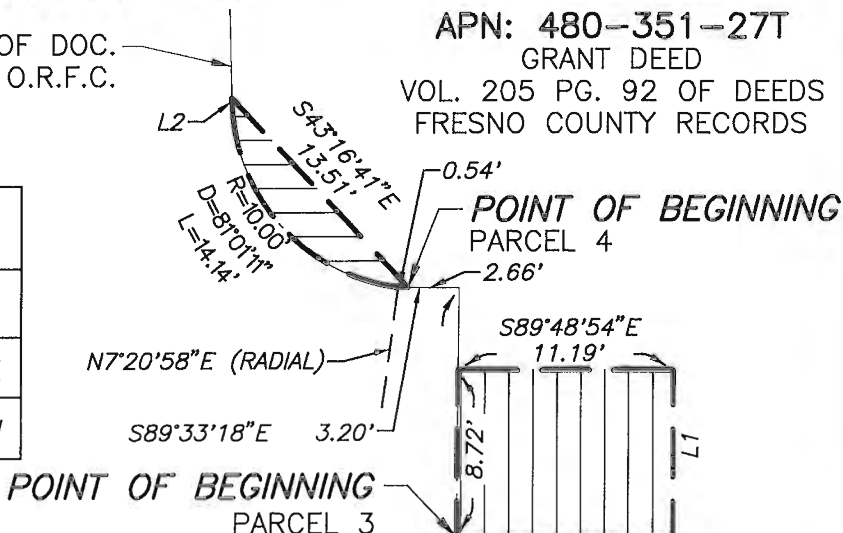
# EXHIBIT "B"

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

APN: 480-351-27T  
GRANT DEED  
VOL. 205 PG. 92 OF DEEDS  
FRESNO COUNTY RECORDS

S. CEDAR AVE.

Parcel Line Table		
Line #	Length	Direction
L1	8.77'	S0° 00' 00"E
L2	0.20'	N1° 37' 51"W



GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

S.W. CORNER OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

POINT OF COMMENCEMENT  
S.E. CORNER OF DOC. NO.  
28644, O.R.F.C.

SOUTH LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

E. JENSEN AVE.  
(70 FEET WIDE)

BASIS OF BEARING

N89° 34' 28"W

## LEGEND:

- SECTION LINE OR CENTERLINE
- - - PROPOSED RIGHT-OF-WAY DEDICATION
- EXISTING RIGHT-OF-WAY LINE
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- Parcel 3: AREA TO BE DEDICATED AS PUBLIC STREET RIGHT-OF-WAY, CONTAINING AN AREA OF ±98 S.F.
- Parcel 4: AREA TO BE DEDICATED AS PUBLIC STREET RIGHT-OF-WAY, CONTAINING AN AREA OF ±25 S.F.



SCALE: 1"=10'

REF. & REV.

2023-130

PLAT: 3060

PW00928

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR PUBLIC STREET AND  
PUBLIC UTILITY PURPOSES.

PROJ. ID. PW00928  
FUND NO. 22048  
ORG. NO. 189901

RES TYPE —

DR. BY HKB  
CH. BY RSW  
DATE 5/15/2023  
SCALE 1"=10'

SHEET NO. 3  
OF 3 SHEETS

15-A-10314

**CERTIFICATE OF ACCEPTANCE (Officer)**

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director  
ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andrew Benelli, Deputy

**CERTIFICATE OF ACCEPTANCE (Council)**

~~In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.~~

Item No./Reso. No. \_\_\_\_\_

Date of Council Order: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEPUTY

**APPROVED AS TO FORM:**

City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEPUTY

**RECOMMENDED FOR ACCEPTANCE:**

By: \_\_\_\_\_

Title: Supervising Engineering Technician

Date: 7/24/2023

Log No. 2023-130 Drawing No. 15-A-10314

**CHECKED:**

By: \_\_\_\_\_

Title: Chief Land Surveyor

Date: 7-24-2023

**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623  
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
PW-2023-16646

APN 480-351-27T (portion)  
D.T.T. \$0.00

### TEMPORARY CONSTRUCTION EASEMENT

Fresno Unified School District, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, a temporary easement and right-of-way for the construction of public utilities and public street improvements, including, but not limited to, concrete curbs, gutters, sidewalks, and driveway approaches, in the public street right-of-way adjacent to said temporary easement and right-of-way, on-site transitions to said improvements, and relocation or reconstruction of affected on-site facilities, hereinafter called "Construction", over, under, through and across that real property situated in the City of Fresno, County of Fresno, State of California, described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

GRANTEE, its agents, employees, contractors and subcontractors and their employees shall have the right to enter upon and pass and repass over and along said real property and to deposit, store and use tools, implements and materials thereon whenever and wherever necessary for the purpose of performing said Construction.

Fresno Unified School District

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Approved As To Form:



May 9, 2024

Stacey Sandoval, Executive Director  
Risk Management

2023-250  
15-A-10397  
PLAT: 3060  
PW00928

**EXHIBIT "A"**  
Sheet 1 of 2

APN: 480-351-27T (portion)  
Temporary Construction Easement

A portion of the Southwest quarter of Section 13, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

PARCEL 1:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, at Page 92, Official Records of Fresno County, more particularly described as follows:

**COMMENCING** at the Southeast corner of that Parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence on the East line of said Right of Way Deed, the following four (4) courses:

1. Thence North 0°26'42" East, a distance of 47.98 feet;
2. Thence North 89°33'18" West, a distance of 3.20 feet to the beginning of a non-tangent curve, concave northeasterly, with a radial bearing South 7°20'58" West;
3. Thence northwesterly, on the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
4. Thence North 1°37'51" West, on said tangent line, a distance of 0.20 feet to the **POINT OF BEGINNING**;

Thence South 43°16'41" East, a distance of 0.99 feet;

Thence North 44°09'57" East, a distance of 9.55 feet;

Thence North 1°16'22" West, a distance of 17.85 feet;

Thence North 45°16'56" West, a distance of 9.51 feet;

Thence South 87°32'54" West, a distance of 1.05 feet to said East line;

Thence South 1°37'51" East, on said East line, a distance of 2.00 feet;

Thence North 87°32'54" East, leaving said East line, a distance of 0.20 feet;

Thence South 45°16'56" East, a distance of 7.83 feet;

Thence South 1°16'22" East, a distance of 16.20 feet;

Thence South 44°09'57" West, a distance of 7.67 feet to said East line;

Thence South 1°37'51" East, on said East line, a distance of 1.41 feet to the **POINT OF BEGINNING**.

Containing an area of 70.33 square feet, more or less.

**EXHIBIT "A"**

Sheet 2 of 2

PARCEL 2:

A portion of Lot E of Map of Calwa Acres, according to the map thereof recorded in Book 8 at Page 9 of Record of Surveys, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 13; thence North  $0^{\circ}36'27''$  East, on the West line of said Southwest quarter, a distance of 368.06 feet; thence South  $89^{\circ}23'33''$  East, a distance of 40.00 feet to a point of intersection with a line which is parallel with and 40.00 East of said West line and to the **POINT OF BEGINNING**;

Thence South  $0^{\circ}36'27''$  West, on said parallel line, a distance of 2.00 feet;

Thence South  $89^{\circ}23'40''$  East, leaving said parallel line, a distance of 1.33 feet;

Thence North  $45^{\circ}00'00''$  East, a distance of 8.89 feet;

Thence North  $1^{\circ}13'28''$  East, a distance of 18.94 feet;

Thence North  $44^{\circ}41'54''$  West, a distance of 9.09 feet;

Thence North  $89^{\circ}23'33''$  West, a distance of 1.29 feet to said parallel line;

Thence South  $0^{\circ}36'27''$  West, on said parallel line, a distance of 2.00 feet;

Thence South  $89^{\circ}23'33''$  East, leaving said parallel line, a distance of 0.47 feet;

Thence South  $44^{\circ}41'54''$  East, a distance of 7.42 feet;

Thence South  $1^{\circ}13'28''$  West, a distance of 17.29 feet;

Thence South  $45^{\circ}00'00''$  West, a distance of 7.24 feet;

Thence South  $89^{\circ}23'40''$  West, a distance of 0.49 feet to the **POINT OF BEGINNING**.

Containing an area of 72.45 square feet, more or less.



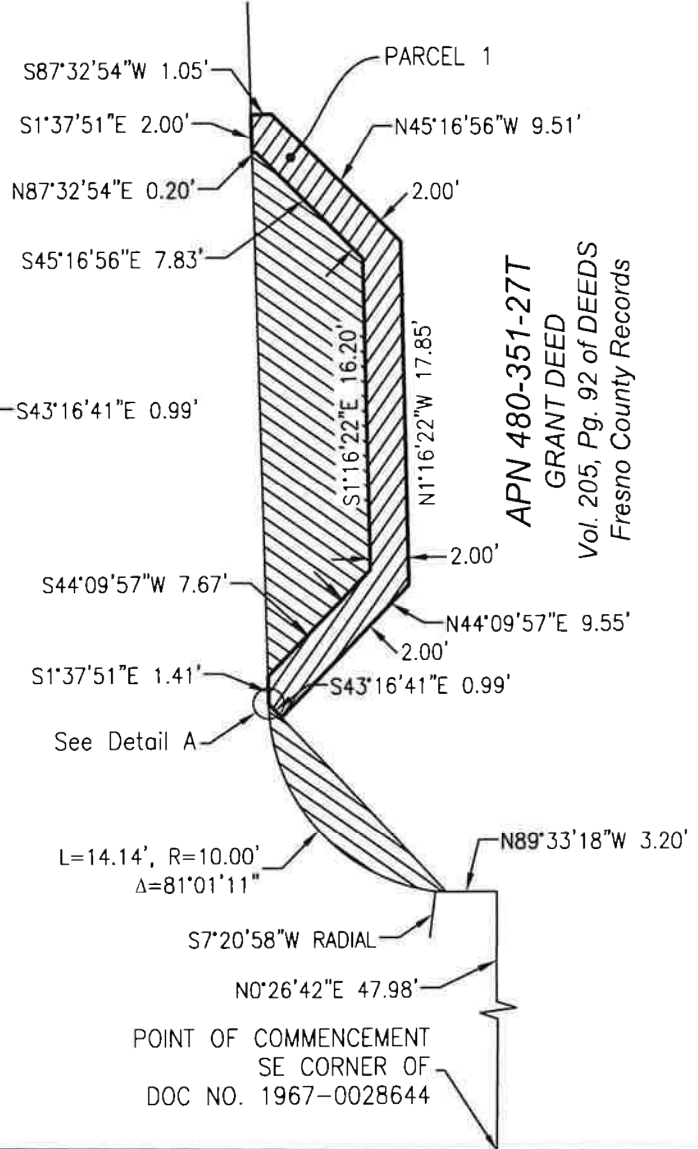
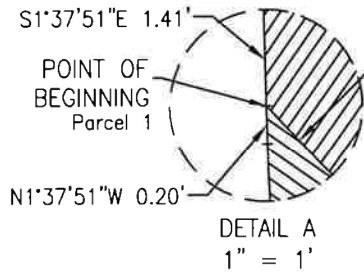


# EXHIBIT "B"



SOUTH CEDAR AVENUE

N0°36'27"E



APN 480-351-27T  
GRANT DEED  
Vol. 205, Pg. 92 of DEEDS  
Fresno County Records

EAST JENSEN AVENUE

SOUTH LINE OF SECTION 13,  
T14S, R20E, M.D.B.&M.



10-31-2023



INDICATES AREAS TO BE DEDICATED BY SEPERATE DOCUMENT FOR PUBLIC STREET PURPOSES.



INDICATES AREA TO BE DEDICATED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. 70.33 S.F. ±

REF. & REV.

2023-250

PLAT: 3060

PW00928

**CITY OF FRESNO**

DEPARTMENT OF PUBLIC WORKS

TO BE DEED TO THE CITY OF FRESNO FOR  
TEMPORARY CONSTRUCTION EASEMENT PURPOSES

PROJ. ID. PW00928

FUND NO. 22048

ORG. NO. 189901

RES TYPE \_\_\_\_\_

DR. BY J.E.H.

CH. BY J.A.C.

DATE OCT. 10, 2023

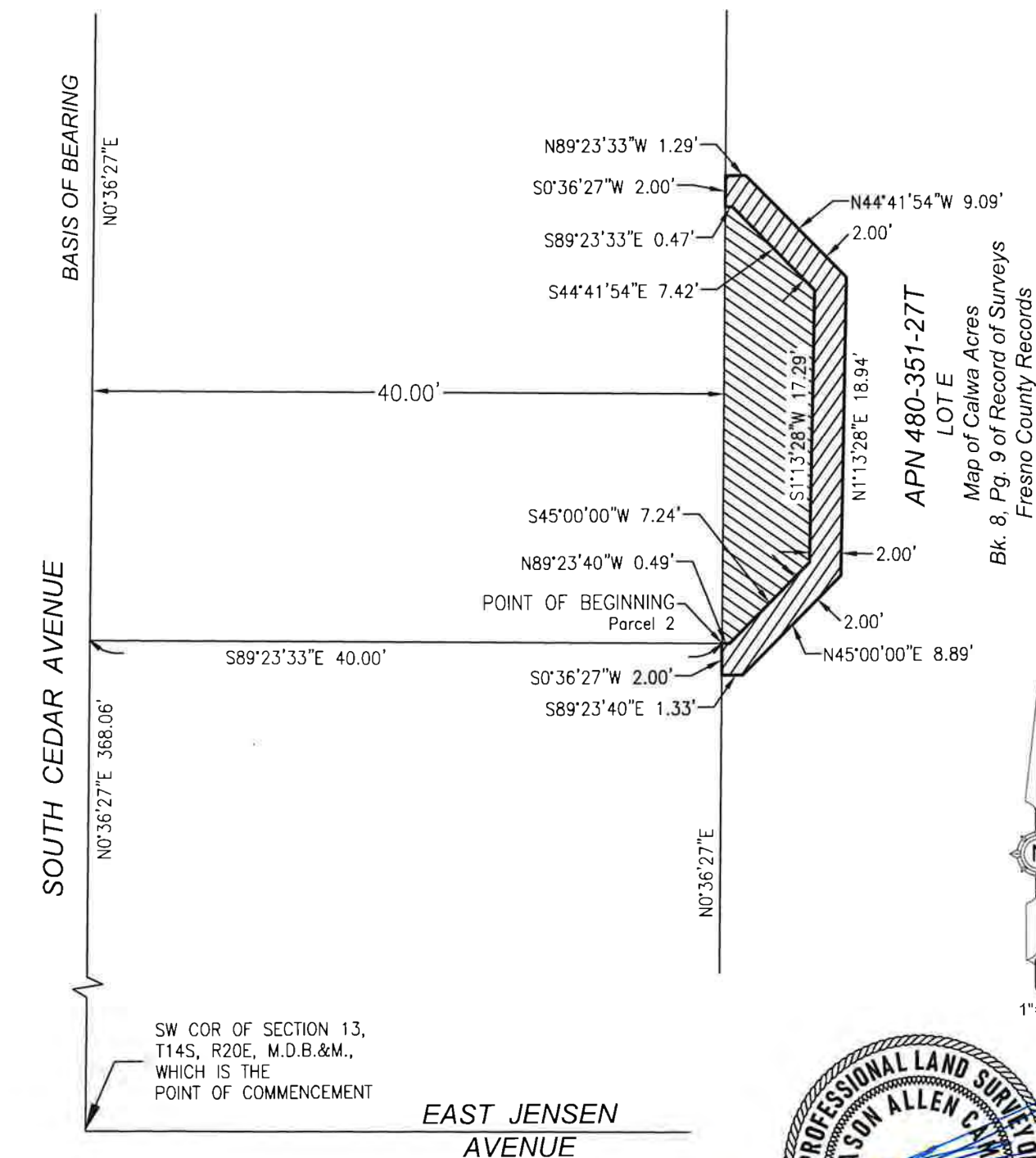
SCALE 1" = 10'

SHEET NO. 1

OF 2 SHEETS

15-A-10397

# EXHIBIT "B"



- INDICATES AREA TO BE DEDICATED BY SEPERATE DOCUMENT FOR PUBLIC STREET PURPOSES.
- INDICATES AREA TO BE DEDICATED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. 72.45 S.F. ±.

REF. & REV. 2023-250 PLAT: 3060 PW00928	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS  TO BE DEED TO THE CITY OF FRESNO FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES	PROJ. ID. PW00928 FUND NO. 22048 ORG. NO. 189901  DR. BY J.E.H. CH. BY J.A.C. DATE OCT. 10, 2023 SCALE 1" = 10'	RES TYPE _____  SHEET NO. 2 OF 2 SHEETS 15-A-10397
--	---	--	--



**CERTIFICATE OF ACCEPTANCE (Officer)**

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director  
ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Mozier, Director

**CERTIFICATE OF ACCEPTANCE (Council)**

~~In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.~~

Item No./Reso. No. \_\_\_\_\_

Date of Council Order: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_  
-DEPUTY

**APPROVED AS TO FORM:**

City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEPUTY

**RECOMMENDED FOR ACCEPTANCE:**

By:  \_\_\_\_\_

Title: Engineer II

Date: 11/03/2023

Log No. 2023-250 Drawing No. 15-A-10397

**CHECKED:**

By:  \_\_\_\_\_

Title: Chief Land Surveyor

Date: 11-03-2023

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

APN: 480-351-27T (portion)  
Street Easement

A portion of the Southwest quarter of Section 13, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

PARCEL 1:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence along the East line of said Right of Way Deed, the following five (5) courses:

- 1) North 0°26'42" East, a distance of 47.98 feet;
- 2) North 89°33'18" West, a distance of 3.20 feet to the beginning of a non-tangent curve, concave Northeasterly, with a radial bearing of North 7°20'58" East;
- 3) Northwesterly, along the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
- 4) thence North 1°37'51" West, along said tangent line, a distance of 1.61 feet to the **POINT OF BEGINNING**.
- 5) thence continuing North 1°37'51" West, a distance of 27.22 feet;

thence North 87°32'54" East, a distance of 0.20 feet;

thence South 45°16'56" East, a distance of 7.83 feet;

thence South 1°16'22" East, a distance of 16.20 feet;

thence South 44°09'57" West, a distance of 7.68 feet to the **POINT OF BEGINNING**.

Containing an area of 121 square feet, more or less.

2023-130  
15-A-10314  
PLAT: 3060  
PW00928

P:\223-0130\023\_2023-023 - Cedar Street ROW\Exhibits\480-351-27\Legal 480-351-27T ROW.Doc

PARCEL 2:

A portion of Lot E of Map of Calwa Acres, according to the map thereof recorded in Book 8 at Page 9 of Record of Surveys, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 13; thence North 0°36'27" East, along the West line of said Southwest quarter, a distance of 368.06 feet; thence South 89°23'33" East, a distance of 40.00 feet to a point of intersection thereof with a line which is parallel with and 40.00 feet East of said West line and the **POINT OF BEGINNING**.

thence North 0°36'27" East, along said parallel line, a distance of 27.68 feet;

thence South 89°23'33" East, a distance of 0.47 feet;

thence South 44°41'54" East, a distance of 7.42 feet;

thence South 1°13'28" West, a distance of 17.29 feet;

thence South 45°00'00" West, a distance of 7.24 feet;

thence North 89°23'40" West, a distance of 0.49 feet to the **POINT OF BEGINNING**.

Containing an area of 130 square feet, more or less.

PARCEL 3:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County; thence North 0°26'42" East, along the East line of said Right of Way Deed, a distance of 34.97 feet to the **POINT OF BEGINNING**;

thence North 0°26'42" East, continuing along said East line, a distance of 8.72 feet;

thence South 89°48'54" East, a distance of 11.19 feet;

thence South 0°00'00" East, a distance of 8.77 feet to a point of intersection thereof with a line which is parallel with and 34.97 feet North of the South line of said Section 13;

thence North 89°34'28" West, along said parallel line, a distance of 11.25 feet to the **POINT OF BEGINNING**.

Containing an area of 98 square feet, more or less.

2023-130

15-A-10314

PLAT: 3060

PW00928

P:\223-0130\023\_2023-023 - Cedar Street ROW\Exhibits\480-351-27\Legal 480-351-27T ROW.Doc

PARCEL 4:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence along the East line of said Right of Way Deed, the following five (5) courses:

- 1) North 0°26'42" East, a distance of 47.98 feet;
- 2) North 89°33'18" West, a distance of 2.66 feet to the **POINT OF BEGINNING**;
- 3) North 89°33'18" West, a distance of 0.54 feet to the beginning of a non-tangent curve, concave Northeasterly, with a radial bearing of North 7°20'58" East;
- 4) Northwesterly, along the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
- 5) North 1°37'51" West, along said tangent line, a distance of 0.20 feet;

thence South 43°16'41" East, a distance of 13.51 feet to the **POINT OF BEGINNING**.

Containing an area of 25 square feet, more or less.

## END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.

  
 Randell Scott West, PLS 8663  
 Blair, Church & Flynn Consulting Engineers

June 28, 2023  
 Date



2023-130  
 15-A-10314  
 PLAT: 3060  
 PW00928

P:\223-0130\023\_2023-023 - Cedar Street ROW\Exhibits\480-351-27\Legal 480-351-27T ROW.Doc



APN: 480-351-27T (portion)  
Temporary Construction Easement

A portion of the Southwest quarter of Section 13, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

PARCEL 1:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, at Page 92, Official Records of Fresno County, more particularly described as follows:

**COMMENCING** at the Southeast corner of that Parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence on the East line of said Right of Way Deed, the following four (4) courses:

1. Thence North 0°26'42" East, a distance of 47.98 feet;
2. Thence North 89°33'18" West, a distance of 3.20 feet to the beginning of a non-tangent curve, concave northeasterly, with a radial bearing South 7°20'58" West;
3. Thence northwesterly, on the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
4. Thence North 1°37'51" West, on said tangent line, a distance of 0.20 feet to the **POINT OF BEGINNING**;

Thence South 43°16'41" East, a distance of 0.99 feet;

Thence North 44°09'57" East, a distance of 9.55 feet;

Thence North 1°16'22" West, a distance of 17.85 feet;

Thence North 45°16'56" West, a distance of 9.51 feet;

Thence South 87°32'54" West, a distance of 1.05 feet to said East line;

Thence South 1°37'51" East, on said East line, a distance of 2.00 feet;

Thence North 87°32'54" East, leaving said East line, a distance of 0.20 feet;

Thence South 45°16'56" East, a distance of 7.83 feet;

Thence South 1°16'22" East, a distance of 16.20 feet;

Thence South 44°09'57" West, a distance of 7.67 feet to said East line;

Thence South 1°37'51" East, on said East line, a distance of 1.41 feet to the **POINT OF BEGINNING**.

Containing an area of 70.33 square feet, more or less.

**EXHIBIT "A"**

Sheet 2 of 2

PARCEL 2:

A portion of Lot E of Map of Calwa Acres, according to the map thereof recorded in Book 8 at Page 9 of Record of Surveys, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 13; thence North  $0^{\circ}36'27''$  East, on the West line of said Southwest quarter, a distance of 368.06 feet; thence South  $89^{\circ}23'33''$  East, a distance of 40.00 feet to a point of intersection with a line which is parallel with and 40.00 East of said West line and to the **POINT OF BEGINNING**;

Thence South  $0^{\circ}36'27''$  West, on said parallel line, a distance of 2.00 feet;

Thence South  $89^{\circ}23'40''$  East, leaving said parallel line, a distance of 1.33 feet;

Thence North  $45^{\circ}00'00''$  East, a distance of 8.89 feet;

Thence North  $1^{\circ}13'28''$  East, a distance of 18.94 feet;

Thence North  $44^{\circ}41'54''$  West, a distance of 9.09 feet;

Thence North  $89^{\circ}23'33''$  West, a distance of 1.29 feet to said parallel line;

Thence South  $0^{\circ}36'27''$  West, on said parallel line, a distance of 2.00 feet;

Thence South  $89^{\circ}23'33''$  East, leaving said parallel line, a distance of 0.47 feet;

Thence South  $44^{\circ}41'54''$  East, a distance of 7.42 feet;

Thence South  $1^{\circ}13'28''$  West, a distance of 17.29 feet;

Thence South  $45^{\circ}00'00''$  West, a distance of 7.24 feet;

Thence South  $89^{\circ}23'40''$  West, a distance of 0.49 feet to the **POINT OF BEGINNING**.


Containing an area of 72.45 square feet, more or less.



# EXHIBIT "B"

EXHIBIT "B-1"

## LEGEND:

- SECTION LINE OR CENTERLINE
- - - - - PROPOSED PEDESTRIAN EASEMENT
- - - - - EXISTING RIGHT-OF-WAY LINE
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
-  PARCEL 1: AREA TO BE DEDICATED AS PUBLIC STREET RIGHT-OF-WAY, CONTAINING AN AREA OF ±121 S.F.

S. CEDAR AVE.

BASIS OF BEARING

N0°36'27"E



SCALE: 1"=10'

POINT OF BEGINNING  
PARCEL 1

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

N7°20'58"E (RADIAL)

R=10.00'  
D=8°10'11"  
L=14.14'

N89°33'18"W  
3.20'

S44°09'57"W 7.68'

N1°37'51"W 1.61'

N1°37'51"W 27.22'  
S45°16'56"E 7.83'  
S01°16'22"E 16.20'

APN: 480-351-27T

GRANT DEED  
VOL. 205 PG. 92 OF DEEDS  
FRESNO COUNTY RECORDS

GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

N0°26'42"E 47.98'

30'

S.W. CORNER OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

SOUTH LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

POINT OF COMMENCEMENT  
S.E. CORNER OF DOC. NO.  
28644, O.R.F.C.

E. JENSEN AVE.  
(70 FEET WIDE)

REF. & REV.  
2023-130  
PLAT: 3060  
PW00928

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR STREET AND PUBLIC  
UTILITY PURPOSES.

PROJ. ID. PW00928	RES TYPE -
FUND NO. 22048	
ORG. NO. 189901	
DR. BY. HKB	SHEET NO. 1
CH. BY. RSW	OF 3 SHEETS
DATE 5/15/2023	15-A-10314
SCALE 1"=10'	



# EXHIBIT "B"

EXHIBIT "B-1"

S. CEDAR AVE.  
(80 FEET WIDE)

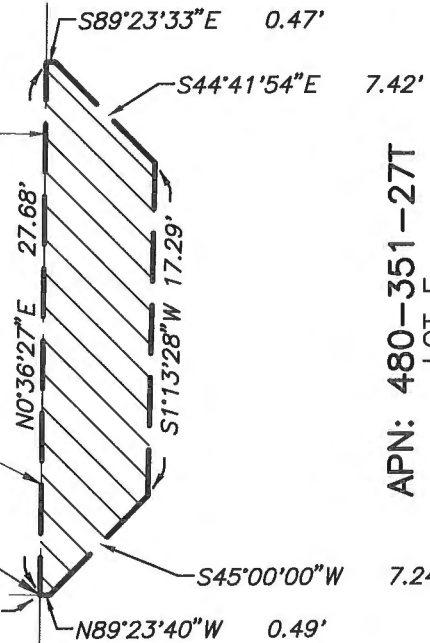
GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

POINT OF BEGINNING  
PARCEL 2

WEST LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

POINT OF COMMENCEMENT  
S.W. CORNER OF SECTION 13,  
T.14S., R.20E., M.D.B.&M.



APN: 480-351-27T  
LOT E  
MAP OF CALWA ACRES  
8-RS-9  
O.R.F.C.

## LEGEND:

- SECTION LINE OR CENTERLINE
- - - PROPOSED PEDESTRIAN EASEMENT
- - - EXISTING RIGHT-OF-WAY LINE
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- PARCEL 2: AREA TO BE DEDICATED AS PUBLIC STREET RIGHT-OF-WAY, CONTAINING AN AREA OF ±130 S.F.



SCALE: 1"=10'

REF. & REV.  
2023-130  
PLAT: 3060  
PW00928

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR STREET AND PUBLIC  
UTILITY PURPOSES.

PROJ. ID. PW00928	RES TYPE —
FUND NO. 22048	
ORG. NO. 189901	
DR. BY. HKB	SHEET NO. 2
CH. BY. RSW	OF 3 SHEETS
DATE 5/15/2023	15-A-10314
SCALE 1"=10'	

# EXHIBIT "B"

EXHIBIT "B-1"

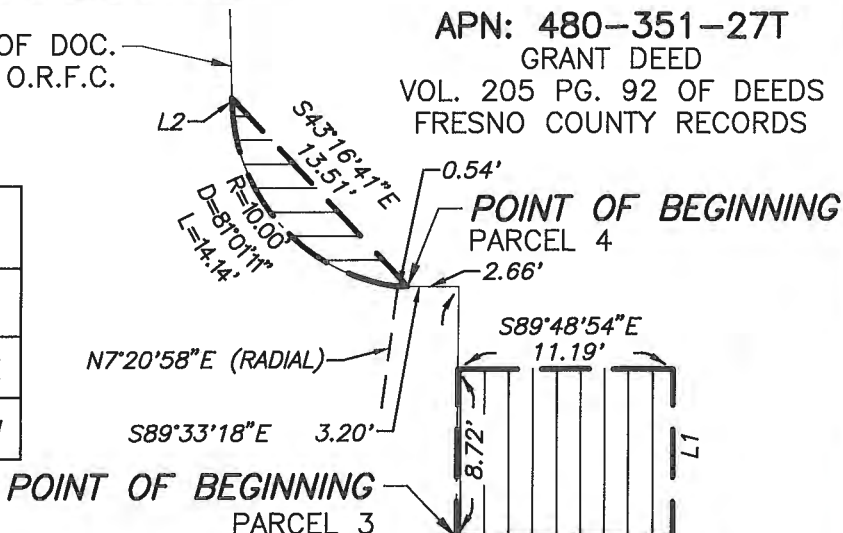
EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

APN: 480-351-27T

GRANT DEED

VOL. 205 PG. 92 OF DEEDS  
FRESNO COUNTY RECORDS

Parcel Line Table		
Line #	Length	Direction
L1	8.77'	S0° 00' 00"E
L2	0.20'	N1° 37' 51"W



GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

S.W. CORNER OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

**POINT OF COMMENCEMENT**  
S.E. CORNER OF DOC. NO.  
28644, O.R.F.C.

SOUTH LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

**E. JENSEN AVE.**  
(70 FEET WIDE)

BASIS OF BEARING

N89° 34' 28"W

## LEGEND:



O.R.F.C.



SECTION LINE OR CENTERLINE

PROPOSED RIGHT-OF-WAY DEDICATION

EXISTING RIGHT-OF-WAY LINE

OFFICIAL RECORDS FRESNO COUNTY

PARCEL 3: AREA TO BE DEDICATED AS  
PUBLIC STREET RIGHT-OF-WAY, CONTAINING  
AN AREA OF ±98 S.F.

PARCEL 4: AREA TO BE DEDICATED AS  
PUBLIC STREET RIGHT-OF-WAY, CONTAINING  
AN AREA OF ±25 S.F.



SCALE: 1"=10'

REF. & REV.

2023-130

PLAT: 3060

PW00928

**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR PUBLIC STREET AND  
PUBLIC UTILITY PURPOSES.

PROJ. ID. PW00928

FUND NO. 22048

ORG. NO. 189901

RES TYPE —

DR. BY HKB

CH. BY RSW

DATE 5/15/2023

SCALE 1"=10'

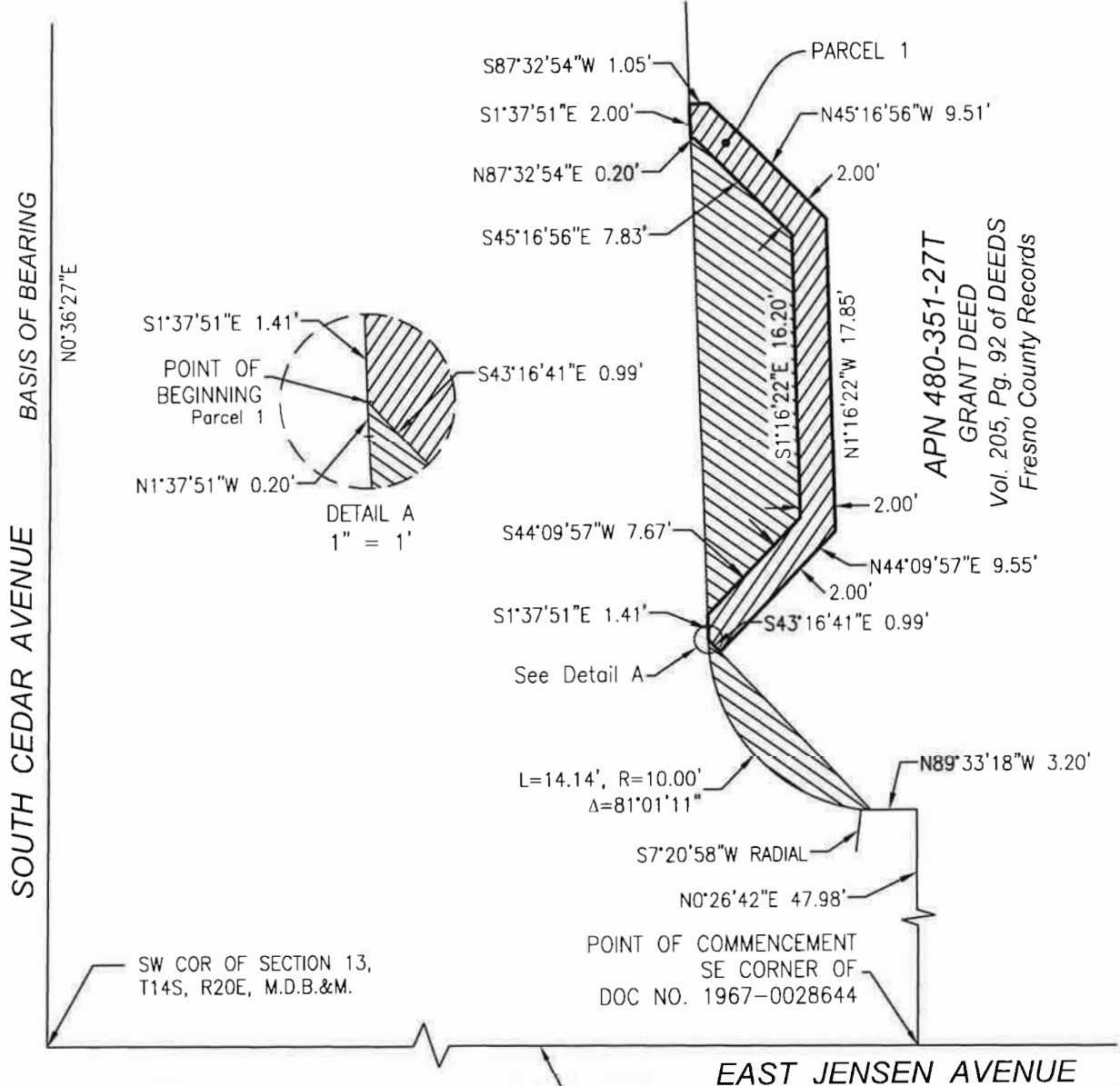
SHEET NO. 3

OF 3 SHEETS

15-A-10314

# EXHIBIT "B"

EXHIBIT "B-2"



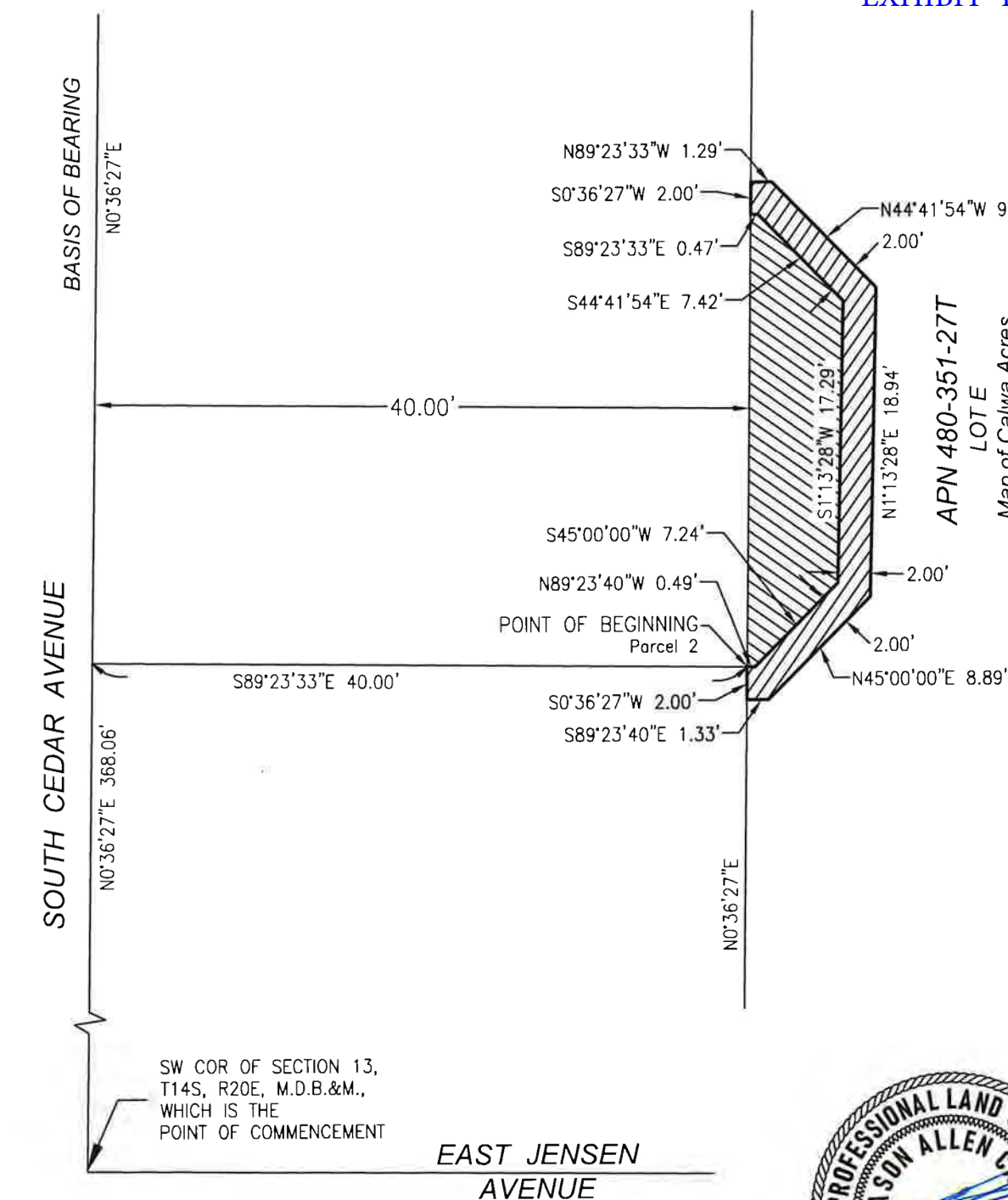
10-31-2023

REF.& REV.  2023-250  PLAT: 3060  PW00928	<div>CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS</div>	<div>PROJ. ID. PW00928 FUND NO. 22048 ORG. NO. 189901</div>	<div>RES TYPE</div>
	<div>TO BE DEED TO THE CITY OF FRESNO FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES</div>	<div>DR. BY J.E.H. CH. BY J.A.C. DATE OCT. 10, 2023 SCALE 1" = 10'</div>	<div>SHEET NO. 1 OF 2 SHEETS  15-A-10397</div>



# EXHIBIT "B"

EXHIBIT "B-2"



10-31-2023

<p>REF. &amp; REV.</p> <p>2023-250</p> <p>PLAT: 3060</p> <p>PW00928</p>	<p><b>CITY OF FRESNO</b></p> <p>DEPARTMENT OF PUBLIC WORKS</p> <p>TO BE DEED TO THE CITY OF FRESNO FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES</p>	<p>PROJ. ID. PW00928</p> <p>FUND NO. 22048</p> <p>ORG. NO. 189901</p> <p>DR. BY J.E.H.</p> <p>CH. BY J.A.C.</p> <p>DATE OCT. 10, 2023</p> <p>SCALE 1" = 10'</p>	<p>RES TYPE</p> <p>SHEET NO. 2</p> <p>OF 2 SHEETS</p> <p>15-A-10397</p>
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## CAPITAL PROJECTS DEPARTMENT

City Hall  
 2600 Fresno Street, 4<sup>th</sup> Floor  
 Fresno, California 93721  
 Ph. (559) 621-8650 FAX (559) 488-1045  
[www.fresno.gov](http://www.fresno.gov)

Randall W. Morrison, PE  
 Director, Capital Projects Department

## WAIVER VALUATION SUMMARY STATEMENT EXHIBIT "C"

### **BASIC DATA**

PROJECT:	PW00928
ASSESSOR'S PARCEL NUMBER (APN):	480-351-27T
OWNER:	Fresno Unified School District
PROPERTY LOCATION:	4303 E Jensen Avenue, Fresno, CA
APPLICABLE ZONING:	PI
CURRENT USE OF SUBJECT PROPERTY:	Elementary School
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	Current
DATE OF VALUATION	08/18/2023
PROPERTY TO BE ACQUIRED:	ALL [ ]                      PART [X ]

Easement and right-of-way for public street purposes (combined)    ±374 square feet

Temporary Construction Easement(s) (combined)    ±142.78

IMPROVEMENTS TO BE ACQUIRED:    N/A

### **BASIS OF WAIVER VALUATION**

The market value for the property to be acquired is based upon a waiver valuation prepared by Joshua Marple, City of Fresno Capital Projects Department Senior Real Estate Agent, using local, comparable sales.

Recent sale of comparable properties, income data, and depreciated replacement costs are utilized as appropriate. Full consideration is given to zoning, development potential, and the income that the Subject Property is capable of producing. There are three approaches to value:

1. The Market Approach for the Subject Property is based on the consideration of comparable sales which sold within a reasonable time prior to the date of valuation, at a range of \$4.00 to \$12.00 per square foot. The principal transactions used as comparable sales relied upon as the basis for supporting the determination of value are attached to this Waiver Valuation Summary Statement.

2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis since no structural improvements will be affected.
3. The Income Approach is based on consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

## VALUATION

### In Permanent Easement:

Land: ±374 square feet x \$10.00 per square foot = \$3,740.00

### Temporary Construction Easement

±70.33 sq. ft. @ \$10.00 per sq. ft. x 10% per annum x 3 years = \$ 210.99

±72.45 sq. ft @ \$10.00 per sq. ft. x 10% per annum x 3 years = \$ 217.35

**Total Land Value: \$4,168.34**

Improvements: None

**Total Improvement Value: \$0.00**

Severance Damages: None \$0.00

Benefits: None \$0.00

**Total Damages/Benefits: \$0.00**

**TOTAL JUST COMPENSATION ROUNDED: \$4,200.00**

Construction Contract Work: Any improvements damaged on the Subject Parcel as a result of construction will be replaced to a comparable or better condition than that which existed prior to the City's project construction, to the extent reasonably practical. All other existing property improvements, if any, shall be protected in place.

**Total Just Compensation for this Acquisition: \$4,200.00**

**FOUR THOUSAND TWO HUNDRED DOLLARS AND NO/100**

This summary of the basis of the amount offered as just compensation is presented in compliance with Federal and State laws and has been derived from a Waiver Valuation prepared by the City of Fresno Real Estate Agent, which includes supporting sales data and other documentation. The Waiver Valuation is hereby confirmed approved and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

**City of Fresno**

**Recommended for Approval for Purchase and Acquisition:**

By:  Date: 01/08/2024  
Nancy Bruno, Supervising Real Estate Agent

Att: Comparable Sale List



## COMPARABLE SALE LIST

CMA Report  
Sorted by display order

Listings as of 8/23/2023 11:24:34 AM

Property Type: Land/Lots Include Property Subtypes: Commercial, Industrial, Manufacturing, Retail Transaction Type: Sale Status: Sold (2/24/2023 or after) Radius Address: 4145 E Jensen, 93725  
Radius: 5.00 Miles

Page 1

## Land/Lots

## Sold

Listing #	APN	Address	City	Acre	SqFt	Date	\$/Acre	DOM/ CDOM	Orig Price	List Price	Sale Price	SP % LP
594133	47130228	2056 S Maple Ave	Fresno	1.9300	1,9300 ac	06/29/23	397305.18	36/36	1,390,000	1,099,000	766,799	69.77s
595252	46715508	0 Mariposa St	Fresno	0.1102	4800 sf	07/11/23	235934.66	7/7	20,000	20,000	26,000	130.00s
586920	47828315	2367 S Taylor Ave	Fresno	0.1722	7500 sf	02/27/23	522648.08	87/87	125,000	125,000	90,000	72.00s
589182	48015311	2335 S Orinda St	Fresno	0.2669	11625 sf	05/17/23	168602.47	2/2	35,000	35,000	45,000	128.57s
591620	48026131	2475 S Orange Ave	Fresno	0.4300	18730 sf	06/21/23	426976.74	20/20	152,087	152,087	183,600	120.72s
591619	48026133	2465 S Orange Ave	Fresno	0.8380	36504 sf	06/21/23	425298.33	19/19	296,412	296,412	356,400	120.24s
<b>Listing Count</b>	6	<b>Averages</b>		.62			362794.24	28/28	336,417	287,917	244,633	106.88
		<b>High</b>		766,799			<b>Low</b> 26,000			<b>Median</b> 136,800		
<b>Property Type Count</b>	6	<b>Averages</b>		.62			362794.24	28/28	336,417	287,917	244,633	

**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623  
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
PW-2023-16550

APN 480-351-27T (portion)

DEED OF EASEMENT

Fresno Unified School District, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, an easement and right-of-way for public street purposes over, under, through and across all that real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

Fresno Unified School District

By: \_\_\_\_\_ Dated: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

APN: 480-351-27T (portion)  
Street Easement

A portion of the Southwest quarter of Section 13, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

PARCEL 1:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence along the East line of said Right of Way Deed, the following five (5) courses:

- 1) North 0°26'42" East, a distance of 47.98 feet;
- 2) North 89°33'18" West, a distance of 3.20 feet to the beginning of a non-tangent curve, concave Northeasterly, with a radial bearing of North 7°20'58" East;
- 3) Northwesterly, along the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
- 4) thence North 1°37'51" West, along said tangent line, a distance of 1.61 feet to the **POINT OF BEGINNING**.
- 5) thence continuing North 1°37'51" West, a distance of 27.22 feet;

thence North 87°32'54" East, a distance of 0.20 feet;

thence South 45°16'56" East, a distance of 7.83 feet;

thence South 1°16'22" East, a distance of 16.20 feet;

thence South 44°09'57" West, a distance of 7.68 feet to the **POINT OF BEGINNING**.

Containing an area of 121 square feet, more or less.

2023-130  
15-A-10314  
PLAT: 3060  
PW00928

PARCEL 2:

A portion of Lot E of Map of Calwa Acres, according to the map thereof recorded in Book 8 at Page 9 of Record of Surveys, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 13; thence North 0°36'27" East, along the West line of said Southwest quarter, a distance of 368.06 feet; thence South 89°23'33" East, a distance of 40.00 feet to a point of intersection thereof with a line which is parallel with and 40.00 feet East of said West line and the **POINT OF BEGINNING**.

thence North 0°36'27" East, along said parallel line, a distance of 27.68 feet;

thence South 89°23'33" East, a distance of 0.47 feet;

thence South 44°41'54" East, a distance of 7.42 feet;

thence South 1°13'28" West, a distance of 17.29 feet;

thence South 45°00'00" West, a distance of 7.24 feet;

thence North 89°23'40" West, a distance of 0.49 feet to the **POINT OF BEGINNING**.

Containing an area of 130 square feet, more or less.

PARCEL 3:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County; thence North 0°26'42" East, along the East line of said Right of Way Deed, a distance of 34.97 feet to the **POINT OF BEGINNING**;

thence North 0°26'42" East, continuing along said East line, a distance of 8.72 feet;

thence South 89°48'54" East, a distance of 11.19 feet;

thence South 0°00'00" East, a distance of 8.77 feet to a point of intersection thereof with a line which is parallel with and 34.97 feet North of the South line of said Section 13;

thence North 89°34'28" West, along said parallel line, a distance of 11.25 feet to the **POINT OF BEGINNING**.

Containing an area of 98 square feet, more or less.

2023-130

15-A-10314

PLAT: 3060

PW00928

P:\223-0130\023\_2023-023 - Cedar Street ROW\Exhibits\480-351-27\Legal 480-351-27T ROW.Doc

PARCEL 4:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, Page 92, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southeast corner of that parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence along the East line of said Right of Way Deed, the following five (5) courses:

- 1) North 0°26'42" East, a distance of 47.98 feet;
- 2) North 89°33'18" West, a distance of 2.66 feet to the **POINT OF BEGINNING**;
- 3) North 89°33'18" West, a distance of 0.54 feet to the beginning of a non-tangent curve, concave Northeasterly, with a radial bearing of North 7°20'58" East;
- 4) Northwesterly, along the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
- 5) North 1°37'51" West, along said tangent line, a distance of 0.20 feet;

thence South 43°16'41" East, a distance of 13.51 feet to the **POINT OF BEGINNING**.

Containing an area of 25 square feet, more or less.

## END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.

Randell Scott West, PLS 8663  
Blair, Church & Flynn Consulting Engineers

June 28, 2023  
Date




2023-130  
15-A-10314  
PLAT: 3060  
PW00928



# EXHIBIT "B"

EXHIBIT "D" P.5

## LEGEND:

- SECTION LINE OR CENTERLINE
- - - - - PROPOSED PEDESTRIAN EASEMENT
- - - - - EXISTING RIGHT-OF-WAY LINE
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
-  PARCEL 1: AREA TO BE DEDICATED AS PUBLIC STREET RIGHT-OF-WAY, CONTAINING AN AREA OF ±121 S.F.

S. CEDAR AVE.

BASIS OF BEARING

N0°36'27"E



SCALE: 1"=10'

POINT OF BEGINNING  
PARCEL 1

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

N7°20'58"E (RADIAL)

R=10.00'  
D=81°01'11"  
L=14.14'

N89°33'18"W  
3.20'

N0°26'42"E 47.98'

30'

APN: 480-351-27T  
GRANT DEED  
VOL. 205 PG. 92 OF DEEDS  
FRESNO COUNTY RECORDS

S.W. CORNER OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

SOUTH LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

POINT OF COMMENCEMENT  
S.E. CORNER OF DOC. NO.  
28644, O.R.F.C.

E. JENSEN AVE.  
(70 FEET WIDE)

REF. & REV.

2023-130

PLAT: 3060

PW00928

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR STREET AND PUBLIC  
UTILITY PURPOSES.

PROJ. ID. PW00928  
FUND NO. 22048  
ORG. NO. 189901

RES TYPE -

DR. BY. HKB  
CH. BY. RSW  
DATE 5/15/2023  
SCALE 1"=10'

SHEET NO. 1  
OF 3 SHEETS  
15-A-10314

# EXHIBIT "B"

EXHIBIT "D" P.6

S. CEDAR AVE.  
(80 FEET WIDE)

GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

POINT OF BEGINNING  
PARCEL 2

S89°23'33"E 40.00'

WEST LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.


POINT OF COMMENCEMENT

S.W. CORNER OF SECTION 13,  
T.14S., R.20E., M.D.B.&M.

S89°23'33"E 0.47'  
S44°41'54"E 7.42'  
N0°36'27"E 27.68'  
S1°13'28"W 17.29'  
S45°00'00"W 7.24'  
N89°23'40"W 0.49'

APN: 480-351-27T  
LOT E  
MAP OF CALWA ACRES  
8-RS-9  
O.R.F.C.

## LEGEND:

- SECTION LINE OR CENTERLINE
- - - PROPOSED PEDESTRIAN EASEMENT
- - - EXISTING RIGHT-OF-WAY LINE
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
-  PARCEL 2: AREA TO BE DEDICATED AS PUBLIC STREET RIGHT-OF-WAY, CONTAINING AN AREA OF ±130 S.F.



SCALE: 1"=10'

REF. & REV.  
2023-130  
PLAT: 3060  
PW00928

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR STREET AND PUBLIC  
UTILITY PURPOSES.

PROJ. ID. PW00928	RES TYPE —
FUND NO. 22048	
ORG. NO. 189901	
DR. BY. HKB	SHEET NO. 2
CH. BY. RSW	OF 3 SHEETS
DATE 5/15/2023	15-A-10314
SCALE 1"=10'	



# EXHIBIT "B"

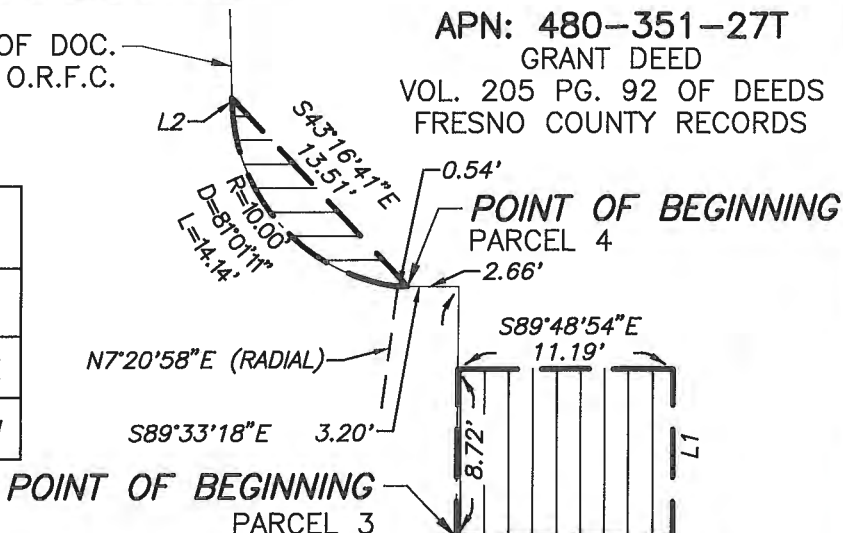
EXHIBIT "D" P.7

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

APN: 480-351-27T  
GRANT DEED  
VOL. 205 PG. 92 OF DEEDS  
FRESNO COUNTY RECORDS

S. CEDAR AVE.

Parcel Line Table		
Line #	Length	Direction
L1	8.77'	S0° 00' 00"E
L2	0.20'	N1° 37' 51"W



GRANT DEED  
DOCUMENT NO. 28644  
BK. 5433 PG. 301  
OFFICIAL RECORDS FRESNO COUNTY

EAST LINE OF DOC.  
NO. 28644, O.R.F.C.

S.W. CORNER OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

**POINT OF COMMENCEMENT**  
S.E. CORNER OF DOC. NO.  
28644, O.R.F.C.

SOUTH LINE OF  
SECTION 13, T.14S.,  
R.20E., M.D.B.&M.

**E. JENSEN AVE.**  
(70 FEET WIDE)

BASIS OF BEARING

N89° 34' 28"W

## LEGEND:



O.R.F.C.



SECTION LINE OR CENTERLINE

PROPOSED RIGHT-OF-WAY DEDICATION

EXISTING RIGHT-OF-WAY LINE

OFFICIAL RECORDS FRESNO COUNTY

PARCEL 3: AREA TO BE DEDICATED AS  
PUBLIC STREET RIGHT-OF-WAY, CONTAINING  
AN AREA OF ±98 S.F.

PARCEL 4: AREA TO BE DEDICATED AS  
PUBLIC STREET RIGHT-OF-WAY, CONTAINING  
AN AREA OF ±25 S.F.



*Randell Scott West*  
6/28/2023



SCALE: 1"=10'

REF. & REV.

2023-130

PLAT: 3060

PW00928

**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

AREA TO BE DEDICATED FOR PUBLIC STREET AND  
PUBLIC UTILITY PURPOSES.

PROJ. ID. PW00928  
FUND NO. 22048  
ORG. NO. 189901

RES TYPE —

DR. BY HKB  
CH. BY RSW  
DATE 5/15/2023  
SCALE 1"=10'

SHEET NO. 3  
OF 3 SHEETS

15-A-10314

**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

EXHIBIT "E"

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623  
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
PW-2023-16646

APN 480-351-27T (portion)  
D.T.T. \$0.00

### TEMPORARY CONSTRUCTION EASEMENT

Fresno Unified School District, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, a temporary easement and right-of-way for the construction of public utilities and public street improvements, including, but not limited to, concrete curbs, gutters, sidewalks, and driveway approaches, in the public street right-of-way adjacent to said temporary easement and right-of-way, on-site transitions to said improvements, and relocation or reconstruction of affected on-site facilities, hereinafter called "Construction", over, under, through and across that real property situated in the City of Fresno, County of Fresno, State of California, described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

GRANTEE, its agents, employees, contractors and subcontractors and their employees shall have the right to enter upon and pass and repass over and along said real property and to deposit, store and use tools, implements and materials thereon whenever and wherever necessary for the purpose of performing said Construction.

Fresno Unified School District

By: \_\_\_\_\_ Dated: \_\_\_\_\_

**EXHIBIT "A"**  
Sheet 1 of 2

APN: 480-351-27T (portion)  
Temporary Construction Easement

A portion of the Southwest quarter of Section 13, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

PARCEL 1:

A portion of that parcel granted by Grant Deed, recorded December 13, 1897, in Volume 205 of Deeds, at Page 92, Official Records of Fresno County, more particularly described as follows:

**COMMENCING** at the Southeast corner of that Parcel granted by Grant Deed, recorded April 25, 1967, in Book 5433 at Page 301, as Document No. 28644, Official Records of Fresno County, said Parcel hereinafter referred to as Right of Way Deed; thence on the East line of said Right of Way Deed, the following four (4) courses:

1. Thence North 0°26'42" East, a distance of 47.98 feet;
2. Thence North 89°33'18" West, a distance of 3.20 feet to the beginning of a non-tangent curve, concave northeasterly, with a radial bearing South 7°20'58" West;
3. Thence northwesterly, on the arc of said non-tangent curve, with a radius of 10.00 feet, through a central angle of 81°01'11", an arc distance of 14.14 feet to the beginning of a tangent line;
4. Thence North 1°37'51" West, on said tangent line, a distance of 0.20 feet to the **POINT OF BEGINNING**;

Thence South 43°16'41" East, a distance of 0.99 feet;

Thence North 44°09'57" East, a distance of 9.55 feet;

Thence North 1°16'22" West, a distance of 17.85 feet;

Thence North 45°16'56" West, a distance of 9.51 feet;

Thence South 87°32'54" West, a distance of 1.05 feet to said East line;

Thence South 1°37'51" East, on said East line, a distance of 2.00 feet;

Thence North 87°32'54" East, leaving said East line, a distance of 0.20 feet;

Thence South 45°16'56" East, a distance of 7.83 feet;

Thence South 1°16'22" East, a distance of 16.20 feet;

Thence South 44°09'57" West, a distance of 7.67 feet to said East line;

Thence South 1°37'51" East, on said East line, a distance of 1.41 feet to the **POINT OF BEGINNING**.

Containing an area of 70.33 square feet, more or less.

PARCEL 2:

A portion of Lot E of Map of Calwa Acres, according to the map thereof recorded in Book 8 at Page 9 of Record of Surveys, Fresno County Records, more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 13; thence North  $0^{\circ}36'27''$  East, on the West line of said Southwest quarter, a distance of 368.06 feet; thence South  $89^{\circ}23'33''$  East, a distance of 40.00 feet to a point of intersection with a line which is parallel with and 40.00 East of said West line and to the **POINT OF BEGINNING**;

Thence South  $0^{\circ}36'27''$  West, on said parallel line, a distance of 2.00 feet;

Thence South  $89^{\circ}23'40''$  East, leaving said parallel line, a distance of 1.33 feet;

Thence North  $45^{\circ}00'00''$  East, a distance of 8.89 feet;

Thence North  $1^{\circ}13'28''$  East, a distance of 18.94 feet;

Thence North  $44^{\circ}41'54''$  West, a distance of 9.09 feet;

Thence North  $89^{\circ}23'33''$  West, a distance of 1.29 feet to said parallel line;

Thence South  $0^{\circ}36'27''$  West, on said parallel line, a distance of 2.00 feet;

Thence South  $89^{\circ}23'33''$  East, leaving said parallel line, a distance of 0.47 feet;

Thence South  $44^{\circ}41'54''$  East, a distance of 7.42 feet;

Thence South  $1^{\circ}13'28''$  West, a distance of 17.29 feet;

Thence South  $45^{\circ}00'00''$  West, a distance of 7.24 feet;

Thence South  $89^{\circ}23'40''$  West, a distance of 0.49 feet to the **POINT OF BEGINNING**.

Containing an area of 72.45 square feet, more or less.



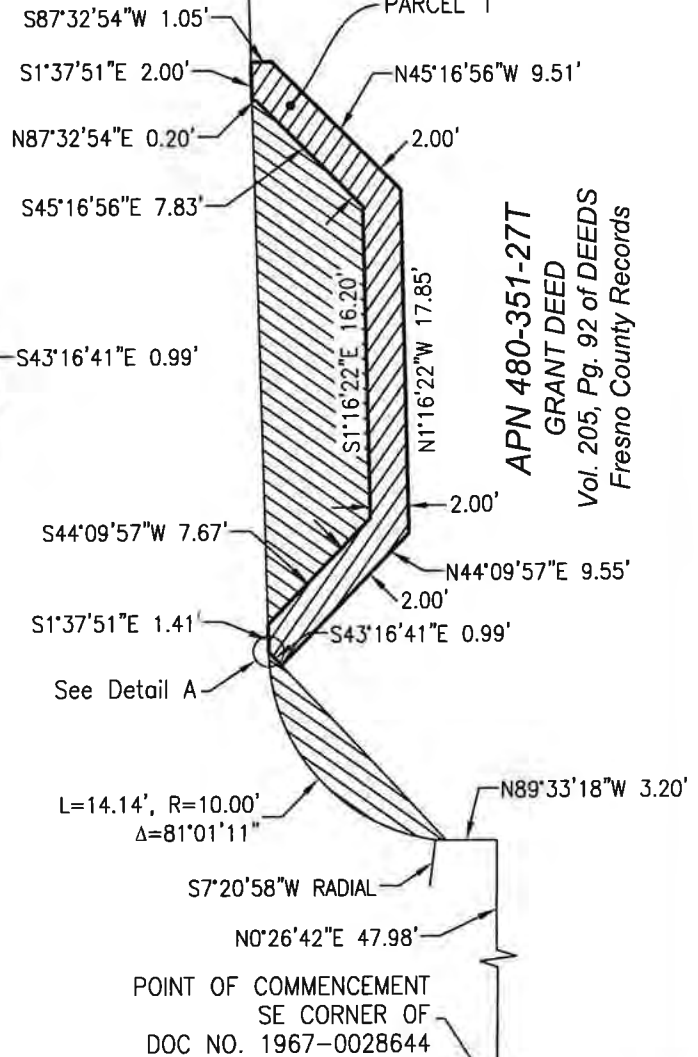
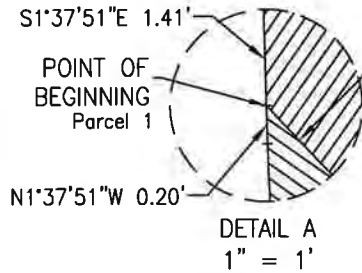
# EXHIBIT "B"

EXHIBIT "E" P.4



SOUTH CEDAR AVENUE

N0°36'27"E



APN 480-351-27T  
GRANT DEED  
Vol. 205, Pg. 92 of DEEDS  
Fresno County Records

SW COR OF SECTION 13,  
T14S, R20E, M.D.B.&M.

EAST JENSEN AVENUE

SOUTH LINE OF SECTION 13,  
T14S, R20E, M.D.B.&M.



10-31-2023



INDICATES AREAS TO BE DEDICATED BY SEPERATE DOCUMENT FOR PUBLIC STREET PURPOSES.



INDICATES AREA TO BE DEDICATED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. 70.33 S.F. ±

REF. & REV.

2023-250

PLAT: 3060

PW00928

**CITY OF FRESNO**

DEPARTMENT OF PUBLIC WORKS

TO BE DEED TO THE CITY OF FRESNO FOR  
TEMPORARY CONSTRUCTION EASEMENT PURPOSES

PROJ. ID. PW00928

FUND NO. 22048

ORG. NO. 189901

RES TYPE

DR. BY J.E.H.

CH. BY J.A.C.

DATE OCT. 10, 2023

SCALE 1" = 10'

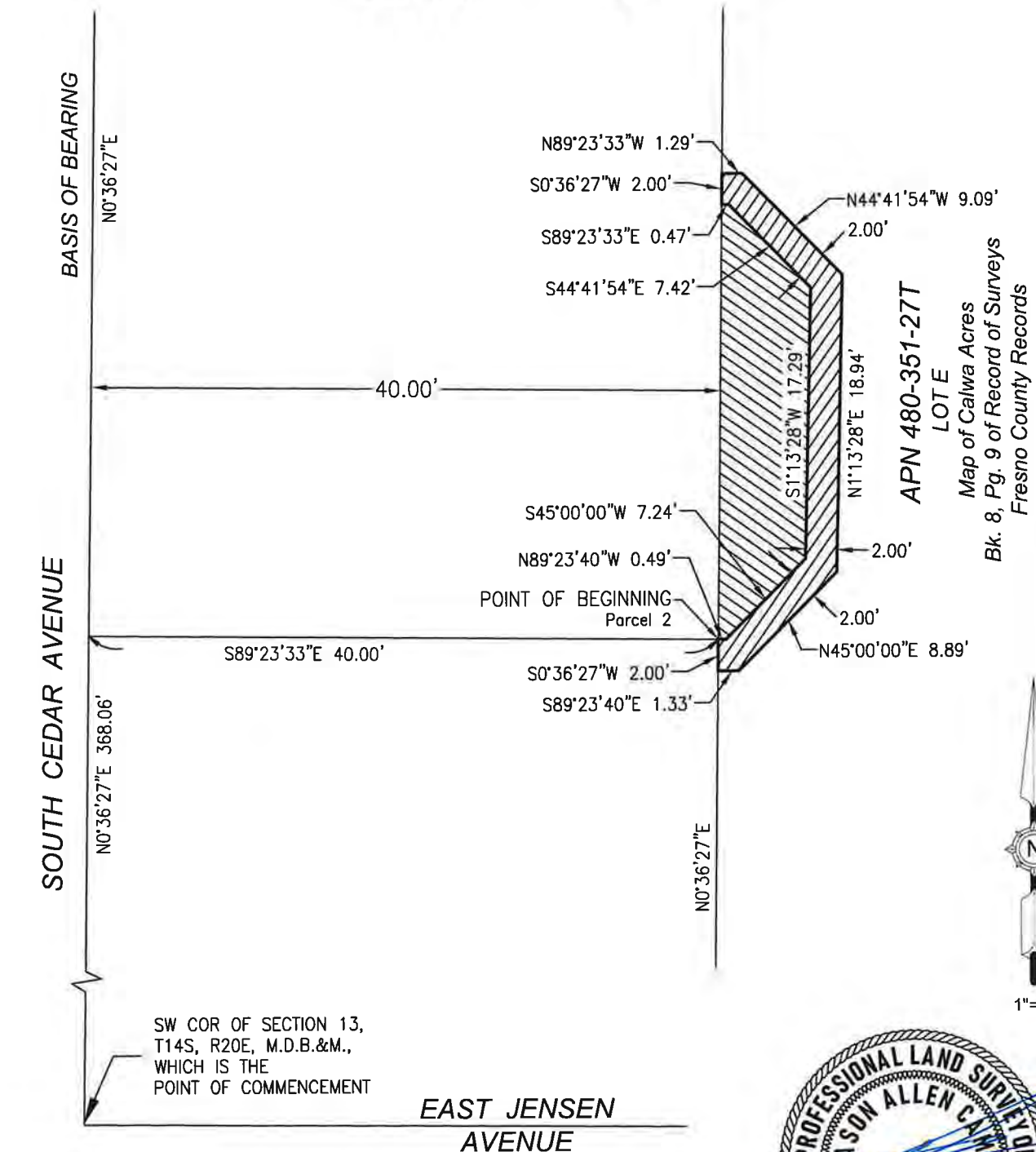
SHEET NO. 1  
OF 2 SHEETS

15-A-10397



# EXHIBIT "B"

EXHIBIT "E" P.5



10-31-2023

REF. & REV. 2023-250 PLAT: 3060 PW00928	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS  TO BE DEED TO THE CITY OF FRESNO FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES	PROJ. ID. PW00928 FUND NO. 22048 ORG. NO. 189901  DR. BY. J.E.H. CH. BY. J.A.C. DATE OCT. 10, 2023 SCALE 1" = 10'	RES TYPE _____  SHEET NO. 2 OF 2 SHEETS 15-A-10397
--	---	--	--

**CERTIFICATE OF ACCEPTANCE (Officer)**

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director  
ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Mozier, Director

**CERTIFICATE OF ACCEPTANCE (Council)**

~~In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.~~

Item No./Reso. No. \_\_\_\_\_

Date of Council Order: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_  
-DEPUTY

**APPROVED AS TO FORM:**

City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEPUTY

**RECOMMENDED FOR ACCEPTANCE:**

By:  \_\_\_\_\_

Title: Engineer II

Date: 11/03/2023

Log No. 2023-250 Drawing No. 15-A-10397

**CHECKED:**

By:  \_\_\_\_\_

Title: Chief Land Surveyor

Date: 11-03-2023



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-18**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Award of Bid 24-66, Edison High School Athletic Field Improvements

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-66, Edison High School Athletic Field Improvements. The project consists of re-grading and adding new sod to the Junior Varsity Baseball infield and outfield, adding bullpens and batting cages, and additional outfield netting to prevent airborne baseballs from entering the Varsity Softball field. Also included in the project is adding electrical power to support the Varsity Football sound system, paving the parking lot between softball fields, and adding a concrete walkway from the campus to the athletic fields for improved access and ease of path of travel for students, staff, and visitors.

The request for bids was lawfully advertised on March 11, 2024. Notifications were sent to 238 firms plus five construction trade publications, and the district received two responses. Bids were opened on April 11, 2024. Staff recommend award to the lowest responsive, responsible bidder for Base Bid and Add Alternate 1:

Davis Moreno Construction, Inc. (Fresno, California) \$1,268,796.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.


**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$1,268,796 are available in the Measure M Fund.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 24-66, EDISON HIGH SCHOOL ATHLETIC FIELD IMPROVEMENTS

Bid Opening Date: April 11th, 2024 prior to 2:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID 1 ATHLETIC FIELD IMPROVEMENTS	ADD ALT. 1 REGRADE AND SOD JV BASEBALL OUTFIELD	ADD ALT. 2 REGRADE AND SEED JV BASEBALL OUTFIELD	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
<b>Davis Moreno Construction, Inc.</b>	<b>Fresno</b>	<b>\$1,172,865</b>	<b>\$95,931</b>	\$44,656	<b>\$1,313,452</b>	<b>\$1,268,796</b>
Marko Construction Group, Inc.	Fresno	\$1,276,228	\$258,958	\$205,973	\$1,741,159	

Low bid determined by Base Bid plus Add Alternate 1 and Add Alternate 2

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff does not recommend award of Add Alternate 2.

Staff recommends award of \$1,268,796 to Davis Moreno Construction, Inc. the lowest responsive, responsible bidder for the Base Bid and Add Alternate 1.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-19**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Approve Award of Bid 24-69, Exterior Painting at Various Sites**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-69, Exterior Painting at Various Sites. This project includes six bid sections to provide exterior painting at Eaton, Kratt, Lawless, and Malloch Elementary Schools, Yosemite Middle School, and Bullard High School this summer. The schools identified to be painted are the most in need based on year last painted and assessment of paint condition.

The request for bids was lawfully advertised on March 15, 2024. Notifications were sent to 127 firms plus five construction trade publications, and the district received twelve responses. Bids were opened on April 16, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Section A – Bullard High School

Pacific Rim Painting Co. (Fresno, California) \$319,450

Section B – Eaton Elementary School

Pacific Rim Painting Co. (Fresno, California) \$84,450

Section C – Kratt Elementary School

Fresh Style Painting (Manteca, California) \$74,000

Section D – Lawless Elementary School

Primal Paint, Inc. (San Jose, California) \$82,000

Section E – Malloch Elementary School

Primal Paint, Inc. (San Jose, California) \$76,000

Section F – Yosemite Middle School

Primal Paint, Inc. (San Jose, California) \$ 147,000

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$782,900 are available in the Measure M Budget.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services

**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION  
BID NO. 24-69 SECTION A, EXTERIOR PAINTING AT VARIOUS SITES -  
BULLARD HIGH SCHOOL

Bid Opening Date: April 16th, 2023 prior to 1:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Pacific Rim Painting Co.</b>	<b>Fresno</b>	<b>\$319,450</b>
HB Restoration, Inc.	Rio Linda	\$456,600
Color New Co.	Woodland Hills	\$484,000
Anchor Singh Painting, Inc.	Sacramento	\$498,750
Primal Paint, Inc.	San Jose	\$502,000
Ro's Precise Painting, Inc.	Sanger	\$533,999
D & T Painting	Manteca	\$564,000
Pro-Ex Construction, Inc.	Rancho Cordova	\$725,000
Pacific Contractors Group, Inc.	Northridge	\$770,000
Perfection Painting Corp.	Palmdale	\$776,000

Award will be by Section.

Low bid determined by Base Bid.

Staff recommends award of \$319,450 to Pacific Rim Painting Co., the lowest responsive, responsible bidder for Section A Base Bid.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION  
BID NO. 24-69 SECTION B, EXTERIOR PAINTING AT VARIOUS SITES -  
EATON ELEMENTARY SCHOOL

Bid Opening Date: April 16th, 2023 prior to 1:30 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Pacific Rim Painting Co.</b>	<b>Fresno</b>	<b>\$84,450</b>
Primal Paint, Inc.	San Jose	\$87,000
Fresh Style Painting	Manteca	\$92,000
WM B Saleh Co.	Fresno	\$92,484
Just Valley Painting, Inc.	Sanger	\$97,865
Ro's Precise Painting, Inc.	Sanger	\$98,960
HB Restoration, Inc.	Rio Linda	\$101,100
Precision Painting, Inc.	Fresno	\$101,800
Rojo's Painting, Inc.	Fresno	\$105,000
Color New Co.	Woodland Hills	\$106,000
Pro-Ex Construction, Inc.	Rancho Cordova	\$149,000
Pacific Contractors Group, Inc.	Northridge	\$177,000
Perfection Painting Corp.	Palmdale	\$196,000
<del>Anchor Singh Painting, Inc.</del>	<del>Sacramento</del>	<del>\$120</del>

Award will be by Section.

Low bid determined by Base Bid.

Staff recommends award of \$84,450 to Pacific Rim Painting Co. the lowest responsive, responsible bidder for Section B Base Bid.

In accordance with Public Contract Code 5101, Staff recommends Anchor Singh Painting, Inc.  
be relieved of bid for clerical errors made to their base bid amount.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 24-69 SECTION C, EXTERIOR PAINTING AT VARIOUS SITES -  
KRATT ELEMENTARY SCHOOL

Bid Opening Date: April 16th, 2023 prior to 2:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Fresh Style Painting</b>	<b>Manteca</b>	<b>\$74,000</b>
Primal Paint, Inc.	San Jose	\$86,000
Anchor Singh Painting, Inc.	Sacramento	\$92,500
Ro's Precise Painting, Inc.	Sanger	\$94,001
Pacific Rim Painting Co.	Fresno	\$94,450
HB Restoration, Inc.	Rio Linda	\$101,100
Precision Painting, Inc.	Fresno	\$101,800
Color New Co.	Woodland Hills	\$112,000
Rojo's Painting, Inc.	Fresno	\$115,000
Pacific Contractors Group, Inc.	Northridge	\$146,000
Pro-Ex Construction, Inc.	Rancho Cordova	\$149,000
Perfection Painting Corp.	Palmdale	\$181,000

Award will be by Section.

Low bid determined by Base Bid.

Staff recommends award of \$74,000 to Fresh Style Painting, the lowest responsive, responsible bidder for Section C Base Bid.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION  
BID NO. 24-69 SECTION D, EXTERIOR PAINTING AT VARIOUS SITES -  
LAWLESS ELEMENTARY SCHOOL

Bid Opening Date: April 16th, 2023 prior to 2:30 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Primal Paint, Inc.</b>	<b>San Jose</b>	<b>\$82,000</b>
Pacific Rim Painting Co.	Fresno	\$84,450
Fresh Style Painting	Manteca	\$85,000
Ro's Precise Painting, Inc.	Sanger	\$89,001
Rojo's Painting, Inc.	Fresno	\$92,000
Anchor Singh Painting, Inc.	Sacramento	\$92,187
WM B Saleh Co.	Fresno	\$94,200
HB Restoration, Inc.	Rio Linda	\$98,050
Color New Co.	Woodland Hills	\$118,000
Perfection Painting Corp.	Palmdale	\$141,000
Pro-Ex Construction, Inc.	Rancho Cordova	\$144,000
Pacific Contractors Group, Inc.	Northridge	\$222,000

Award will be by Section.

Low bid determined by Base Bid.

Staff recommends award of \$82,000 to Primal Paint, Inc., the lowest responsive, responsible bidder for Section D Base Bid.



FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION  
BID NO. 24-69 SECTION E, EXTERIOR PAINTING AT VARIOUS SITES -  
MALLOCH ELEMENTARY SCHOOL

Bid Opening Date: April 16th, 2023 prior to 3:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Primal Paint, Inc.</b>	<b>San Jose</b>	<b>\$76,000.00</b>
Fresh Style Painting	Manteca	\$76,000.00
Pacific Rim Painting Co.	Fresno	\$79,000.00
HB Restoration, Inc.	Rio Linda	\$79,100.00
Anchor Singh Painting, Inc.	Sacramento	\$79,999.99
Ro's Precise Painting, Inc.	Sanger	\$81,999.00
Precision Painting, Inc.	Fresno	\$96,426.00
Color New Co.	Woodland Hills	\$97,000.00
Pacific Contractors Group, Inc.	Northridge	\$111,000.00
Pro-Ex Construction, Inc.	Rancho Cordova	\$143,000.00
Perfection Painting Corp.	Palmdale	\$161,000.00
<del><b>Rojo's Painting, Inc.</b></del>	<b>Fresno</b>	<b>\$60,000.00</b>

Award will be by Section.

Low bid determined by Base Bid.

Staff recommends award of \$76,000 to Primal Paint Inc., the lowest responsive, responsible bidder for Section E Base Bid.

In accordance with Public Contract Code 20117, staff recommends award of Primal Paint Inc. as lowest responsible bidder, as determined by fair and transparent chance drawing due to identical bid amount.

In accordance with Public Contract Code 20111, staff recommends rejecting Rojo's Painting, Inc. bid as non-responsive due to bid bond not being notarized.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION  
BID NO. 24-69 SECTION F, EXTERIOR PAINTING AT VARIOUS SITES -  
YOSEMITE MIDDLE SCHOOL

Bid Opening Date: April 16th, 2023 prior to 3:30 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Primal Paint, Inc.</b>	<b>San Jose</b>	<b>\$147,000.00</b>
Pacific Rim Painting Co.	Fresno	\$149,000.00
Precision Painting, Inc.	Fresno	\$160,000.00
D & T Painting	Manteca	\$164,000.00
HB Restoration, Inc.	Rio Linda	\$167,000.00
Anchor Singh Painting, Inc.	Sacramento	\$173,333.33
Ro's Precise Painting, Inc.	Sanger	\$181,234.56
Perfection Painting Corp.	Palmdale	\$191,000.00
Color New Co.	Woodland Hills	\$198,000.00
Pacific Contractors Group, Inc.	Northridge	\$222,000.00
Pro-Ex Construction, Inc.	Rancho Cordova	\$239,000.00

Award will be by Section.

Low bid determined by Base Bid.

Staff recommends award of \$147,000 to Primal Paint, Inc., the lowest responsive, responsible bidder for Section F Base Bid.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-20**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Award of Bid 24-72, McLane High School New Gymnasium

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-72, McLane High School New Gymnasium. The project, as part of an ongoing effort to increase equity of athletic facilities throughout the district, will add a new 16,700 square foot gymnasium building with retractable bleachers which allows a 988-spectator capacity. The project includes the gym building, a lobby with snack bar and restrooms, two team rooms, and exterior student restrooms with access to the tennis courts. In addition, the existing eight tennis courts and equipment will be upgraded and replaced, along with the addition of three outdoor basketball courts to support student athletics and family and community engagement.

The request for bids was lawfully advertised on March 13, 2024. Notifications were sent to 239 firms plus five construction trade publications, and the district received seven responses. Bids were opened on April 16, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Marko Construction Group, Inc. (Fresno, California) \$12,547,405.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$12,547,405 are available in the Measure M Budget.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTEIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 24-72, MCLANE HIGH SCHOOL NEW GYMNASIUM

Bid Opening Date: April 16, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID NEW GYMNASIUM	ALLOWANCE UNKNOWN/UNFORSEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT
<b>Marko Construction Group, Inc.</b>	<b>Fresno</b>	<b>\$12,297,405</b>	<b>\$250,000</b>	<b>\$12,547,405</b>
Davis Moreno Construction, Inc.	Fresno	\$12,419,349	\$250,000	\$12,669,349
Creekside Commercial Builders, Inc.	McClellan	\$12,500,000	\$250,000	\$12,750,000
AMG & Associates, Inc.	Santa Clarita	\$12,585,000	\$250,000	\$12,835,000
SOLPAC Construction, Inc. dba Soltek Pacific Construction Company	San Diego	\$13,330,000	\$250,000	\$13,580,000
Bobo Construction, Inc.	Elk Grove	\$13,544,601	\$250,000	\$13,794,601
<del>Quiring General, LLC</del>	<del>Fresno</del>	<del>\$11,978,000</del>	<del>\$250,000</del>	<del>\$12,228,000</del>

Low bid determined by Base Bid.

The bid includes an allowance amount of \$250,000 for unknown/unforseen utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance in the amount of \$12,547,405 to Marko Construction Group, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 5101, Staff recommends Quiring General, LLC be relieved of bid for clerical errors made on their subcontractors list.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-21**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive.)

**TITLE AND SUBJECT:** Approve Award of Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards. The project consists of moving and replacing the Varsity Baseball scoreboard and replacing the Varsity Softball scoreboard.

The request for bids was lawfully advertised on March 20, 2024. Notifications were sent to 103 firms plus five construction trade publications, and the district received two responses. Bids were opened on April 17, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Flouresco Services, LLC an Everbrite Company (Fresno, California) \$ 273,856.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$ 273,856 are available in the Measure M Fund.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-73, FRESNO HIGH SCHOOL VARSITY BASEBALL AND SOFTBALL SCOREBOARDS

Bid Opening Date: April 17th, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Flouresco Services, LLC an Everbrite Company</b>	<b>Fresno</b>	<b>\$273,856</b>
Sign Factory Printing & Office Equipment, Inc. dba Sign Factory	El Centro	\$345,000

Low bid determined by Base Bid.

Staff recommends award of \$273,856 to Flouresco Services, LLC an Everbrite Company, the lowest responsive, responsible

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-22**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Award of Bid 24-74, Hoover High School Varsity Baseball and Softball Scoreboards

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-74, Hoover High School Varsity Baseball and Softball Scoreboards. The project consists of replacing the Varsity Baseball scoreboard and Varsity Softball scoreboard.

The request for bids was lawfully advertised on March 20, 2024. Notifications were sent to 103 firms plus five construction trade publications, and the district received three responses. Bids were opened on April 17, 2024. Staff recommends award to the lowest responsive, responsible bidder:

A-Plus Signs, Inc. (Fresno, California) \$ 217,521.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$ 217,521 are available in the Measure M Fund.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-74, HOOVER HIGH SCHOOL VARSITY BASEBALL AND SOFTBALL SCOREBOARDS

Bid Opening Date: April 18th, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<b>A-Plus Signs, Inc.</b>	<b>Fresno</b>	<b>\$217,521.06</b>
Flouresco Services, LLC an Everbrite Company	Fresno	\$284,757.00
Sign Factory Printing & Office Equipment, Inc. dba Sign Factory	El Centro	\$292,700.00

Low bid determined by Base Bid.

Staff recommends award of \$217,521.06 to A-Plus Signs, Inc., the lowest responsive, responsible bidder for Base Bid item.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-23**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Approve Award of Bid 24-78, Athletic Field Rehabilitation at Various Sites

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-78, Athletic Field Rehabilitation at Various Sites. The project is to replace/improve playground turf at Sunset and Tatarian Elementary Schools, Hamilton K-8 School and Tioga Middle School. The project includes rehabilitating ball fields, restoring running lanes, pitching mounds, batter boxes, and adding infield mix. Playground turf will be graded, over seeded with Bermuda, fertilized along with a 90-day maintenance period. The projects are recommended based on evaluation of greatest need and to increase equity of athletic facilities.

The request for bids was lawfully advertised on March 25, 2024. Notifications were sent to 118 firms plus five construction trade publications, and the district received three responses for Sections A, C, and D and two responses for Section B. Bids were opened on April 16, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Briner & Son, Inc. (Fresno, California)

Section A – Sunset Elementary School \$84,000

Section B – Tatarian Elementary School \$211,000

Section C – Hamilton K-8 School \$430,000

Nish-ko, Inc. (Fresno, California)

Section D – Tioga Middle School \$436,009.47

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$1,161,009 are available in the Plant Operations Budget.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-78 SECTION A, ATHLETIC FIELD REHABILITATION AT SUNSET ELEMENTARY SCHOOL

Bid Opening Date: April 16, 2024 prior to 1:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Briner &amp; Son, Inc.</b>	<b>Fresno</b>	<b>\$84,000</b>
Nish-ko, Inc.	Fresno	\$113,085
<del>Sunset Landscapes, Inc.</del>	<del>Fresno</del>	<del>\$145,570</del>

Award will be by Section.

Low bid for Section A determined by Base Bid.

Staff recommends award of the Base Bid item for \$84,000 to Briner & Son, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 20111, Staff recommends rejecting Sunset Landscapes, Inc.'s bid as non-responsive for not submitting all required documents.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-78 SECTION B, ATHLETIC FIELD REHABILITATION AT TATARIAN ELEMENTARY SCHOOL

Bid Opening Date: April 16, 2024 prior to 1:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Briner &amp; Son, Inc.</b>	<b>Fresno</b>	<b>\$211,000</b>
<del>Sunset Landscapes, Inc</del>	<del>Fresno</del>	<del>\$295,404</del>

Award will be by Section.

Low bid for Section B determined by Base Bid.

Staff recommends award of the Base Bid for \$211,000 to Briner & Son, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 20111, Staff recommends rejecting Sunset Landscapes, Inc.'s bid as non-responsive for not submitting all required documents.

**FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION**

BID NO. 24-78 SECTION C, ATHLETIC FIELD REHABILITATION AT HAMILTON K-8 SCHOOL

Bid Opening Date: April 16, 2024 prior to 1:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1C HAMILTON K-8 WEST FIELD	BASE BID 2C HAMILTON K-8 EAST FIELD	TOTAL BID AMOUNT
<b>Briner &amp; Son, Inc.</b>	<b>Fresno</b>	<b>\$210,000</b>	<b>\$220,000</b>	<b>\$430,000</b>
Nish-ko, Inc.	Fresno	\$268,136	\$200,704	\$468,840
<del>Sunset Landscapes, Inc.</del>	<del>Fresno</del>	<del>\$215,735</del>	<del>\$196,879</del>	<del>\$412,614</del>

Award will be by Section.

Low bid for Section C determined by combined total of Base Bid 1C and Base Bid 2C.

Staff recommends award of the Base Bids for \$430,000 to Briner & Son, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 20111, Staff recommends rejecting Sunset Landscapes, Inc.'s bid as non-responsive for not submitting all required documents.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 24-78 SECTION D, ATHLETIC FIELD REHABILITATION AT TIOGA MIDDLE SCHOOL

Bid Opening Date: April 16, 2024 prior to 1:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1D  TIOGA MS WEST FIELD	BASE BID 2D  TIOGA MS EAST FIELD	ADD ALT 1D  TIOGA MS IRRIGATION UPGRADE	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
<b>Nish-ko, Inc.</b>	<b>Fresno</b>	<b>\$173,033.00</b>	<b>\$239,859.47</b>	<b>\$23,117.00</b>	<b>\$436,009.47</b>	<b>\$436,009.47</b>
Briner & Son, Inc.	Fresno	\$249,000.00	\$223,000.00	\$24,000.00	\$496,000.00	
<del>Sunset Landscapes, Inc</del>	<del>Fresno</del>	<del>\$168,877.00</del>	<del>\$326,180.00</del>	<del>\$25,000.00</del>	<del>\$520,057.00</del>	

Award will be by Section.

Low bid for Section D determined by combined total of Base Bid 1D, Base Bid 2D, and Add Alternate 1D:

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends award of the Base Bids and Add Alternate for \$436,009.47 to Nish-ko, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 20111, Staff recommends rejecting Sunset Landscapes, Inc.'s bid as non-responsive for not submitting all required documents.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-24**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Approve Award of Formal Quote, Trane Sentry Air Purifiers Installation at Various Sites**

**ITEM DESCRIPTION:** Included in the Board binders is information on Formal Quote, Trane Sentry Air Purifiers Installation at Various Sites for the deployment and commissioning of 762 Trane Sentry air purifiers in libraries, gyms, and multipurpose rooms districtwide. The original request for bids titled 24-58, Trane Sentry Air Purifiers Installation at Various Sites, was lawfully advertised on March 06, 2024, and March 11, 2024. Notifications were sent to 305 firms plus five construction trade publications, and the district received no responses.

On January 08, 2014, Fresno Unified School District elected to become subject to the California Uniform Public Construction Cost Account Act (CUPCCAA) which provides for alternative bidding thresholds and procedures pursuant to public contract codes 22000 through 22045 when an agency performs construction work by contract.

Pursuant to PCC 22038, if no bids are received through the formal or informal bid procedure, the project may be performed by the employees of the public agency by force account or negotiated contract without further complying with this article. Purchasing solicited formal quotes from six firms and received two responses for Sections A and B. Staff recommend award to the lowest responsive, responsible bidders:

Section A - Cole Electric, LLC (Clovis, California) \$455,000

Section B – Lindsay Electric, Inc. (Clovis, California) \$685,000

The tabulation is attached and bid specifications from the original Bid 24-58 are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$1,140,000 are available in the Elementary and Secondary School Emergency Relief III Federal Fund.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services

**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





FRESNO UNIFIED SCHOOL DISTRICT

FORMAL QUOTE TABULATION

TRANE SENTRY AIR PURIFIERS INSTALLATION AT VARIOUS SITES – SECTION A NORTH SITES

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Cole Electric, LLC</b>	<b>Clovis</b>	<b>\$455,000</b>
Mesa Energy Systems, Inc.	Fresno	\$1,907,175

Award will be by Section.

No response was received for original formal Bid 24-58, Trane Sentry Air Purifiers Installation at Various Sites - Section A North Sites.

FRESNO UNIFIED SCHOOL DISTRICT

FORMAL QUOTE TABULATION

TRANE SENTRY AIR PURIFIERS INSTALLATION AT VARIOUS SITES – SECTION B SOUTH SITES

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Lindsay Electric, Inc.</b>	<b>Clovis</b>	<b>\$685,000</b>
Mesa Energy Systems, Inc.	Fresno	\$1,723,425

Award will be by Section.

No response was received for original formal Bid 24-58, Trane Sentry Air Purifiers Installation at Various Sites - Section B North Sites.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-25**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Approve Proposed Revisions for Board Bylaws**

**ITEM DESCRIPTION:** Included in the Board binders are proposed revisions for five Board Bylaws (BB) and one Exhibit (E) as follows:

- BB 9100 Organization
- BB 9250 Remuneration, Reimbursement and Other Benefits
- BB 9320 Meetings and Notices
- BB 9322 Agenda/Meeting Materials
- BB 9323.2 Actions by the Board
- E 9323.2 Actions by the Board

These revisions meet the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

**Yellow highlight** - CSBA recommended language policy

**Peach font** – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

**Green font** – Legally mandated/reference changes

**Teal header** – \*New Policy, non-CSBA proposed

**Blue font** – Clarification or readability changes

~~Red strikethrough~~ – Recommended deletion

**Green font** – CDE/FPM/Legal required change

**Purple font** – Information change

**Blue font** – Legal Counsel's recommendation

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Teresa Plascencia

**DIVISION:** Constituent Services

**PHONE NUMBER:** (559) 457-3736

**CABINET APPROVAL:** Ambra O'Connor,  
Chief of Staff

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



## **Fresno Unified Board Bylaw (BB) 9100**

### **Organization**

#### **Annual Organizational Meeting**

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day **following the second Friday in December after the regular election period beginning from the date upon which a Board member elected at that election takes office**. During **all other non-election** years, the meeting shall be held **on any date in December, but no later than December 20th within the same 15-day period on the calendar**. (Education Code 35143)

**During any year in which a regular election is conducted, The day and time of the annual meeting shall be selected by the Board, at its regular meeting held immediately prior to the second Friday in December, shall select the day and time of the organizational meeting first day of the 15-day period. For any other year, the day and time of the organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting.** On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, **the clerk of the Board, with the assistance of** the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. In open session, elect a president and a clerk **and/or vice-president** from its members.
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates
6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

**The officers of the Board shall consist of the President of the Board (Board President) and the Clerk. A Board Member must have served on the Board for at least one year immediately preceding the selection and have completed Board Governance training to be eligible to serve as Board President. No Board Member shall be eligible for two consecutive terms as Board President. Each year at the first meeting in January, the Board shall select a Board President and a Clerk on a rotational basis.**

**The Board Member who served as Clerk the previous year shall serve as Board President. The Board Member whose trustee area number immediately follows that of the incoming Board President, by increasing numerical order, shall serve as Clerk. The Clerk is identified as Acting Board President in accordance with Board Bylaws. However, the Board, by majority vote, may vary from the rotation.**

**Whenever the office of Board President or Clerk rotates to a Board Member who is not eligible to hold office or who desires not to serve, the office shall rotate to the next eligible Board Member by trustee area number, in increasing numerical order, and continues the rotation forward. Any vacancy in office**

shall also be filled in the same fashion, by rotating the office to the next eligible Board Member by trustee area number, in increasing numerical order.

#### Vacancy in Office

If a vacancy occurs, Board Members will advance to the next position in the rotation process.

If a vacancy occurs prior to or on June 30, the rotation will be considered one rotation. If the rotation occurs after June 30, it will be considered an early rotation for the following year.

*(cf. 9123 - Clerk)*

#### Removal of Board President and/or Clerk

If either the Board President and/or Clerk are formally censured, the Board may remove either the Board President and/or Clerk by a two-thirds majority vote.

The Board President (or Board Clerk if the Board President is the subject of the removal) shall place the matter on the Board's agenda at an upcoming regular Board meeting, or call a special Board meeting, within a reasonable period of time, for an open session discussion of the proposed removal.

The removal of either the Board President and/or Clerk causing a vacancy in either office shall also be filled in the same order, as stated above.

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9005.1 – Censure Policy and Procedures)*

*(cf. 9230 - Orientation)*

*(cf. 9240 - Board Development Training)*

*(cf. 9223 - Filling Vacancies)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9323 - Meeting Conduct)*

#### Legal Reference:

##### EDUCATION CODE

5017 Term of Office

35143 Annual organizational meetings, date, and notice

35145 Public meetings

##### GOVERNMENT CODE

54953 Meetings to be open and public; attendance

##### ATTORNEY GENERAL OPINIONS

68 Ops. Cal. Atty. Gen. 65 (1985)

59 Ops. Cal. Atty. Gen. 619, 621-622 (1976)

Bylaw FRESNO UNIFIED SCHOOL DISTRICT  
adopted: September 24, 1998 Fresno, California

reviewed: January 12, 2000

reviewed: June 18, 2008

revised: June 1, 2016

revised: Spring \_\_, 2023

revised: Spring \_\_, 2024

*Policy Section: 9000 Bylaws*

## **Fresno Unified Board Bylaw (BB) 9250 Remuneration, Reimbursement And Other Benefits**

### **Compensation**

Each member of the Governing Board may receive the monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month, is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings they attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings they missed when the Board, by resolution, finds that they were performing designated duties for the district at the time of the meeting or that they were absent because of illness, jury duty or a hardship deemed acceptable by the Board (Education code 35120)

~~Student Board members shall receive no remuneration for meetings attended. (Education Code 35012)~~ The governing board of a school district may award a pupil member either or both of the following:

- (1) Elective course credit based on the number of equivalent daily instructional minutes for the pupil member's services provided.
- (2) Financial compensation as determined by the governing board.

As used in this section, the following definitions apply:

- (1) "Pupil member" means a pupil board member appointed pursuant to subdivision (d) of Section 35012.
- (2) "Regular member" means a board member elected or selected pursuant to subdivisions (a) to (c), inclusive, of Section 35012.

**In addition to pupil board members, alternate pupil board members who are elected to serve as alternates when the pupil member is not able to do so, may also be considered to receive either or both elective course credit based on the number of equivalent daily instructional minutes and/or financial compensation as determined by the governing board.**

*(cf. 9150-Student Board Members)*

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

### **Reimbursement of Expenses**

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel or other authorized purposes, as directed by the Board, shall be reimbursed in accordance with policies established for district personnel and at the same rate of reimbursement. (Education Code 35044)

*(cf. 1160- Political Processes)*

*(cf. 3100 – Budget)*

*(cf. 3350- Travel Expenses)*

*(cf. 3513.1 Cellular Phone Reimbursement)*

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

The Board President is authorized to approve attendance at conferences or meetings and other travel for members of the Board. The clerk of the Board shall approve conference and other travel of the Board president. An annual information report shall be provided to each Board member showing the year-to-date travel expenses incurred by each of the above-named officials.

*(cf. 4133.1 – Travel Reimbursement)*

Each Board member shall receive an annual travel allocation. Board members who serve as Board appointed delegates may receive an additional allocation to support their attendance and participation at mandatory meetings/conferences.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Before the expense is incurred, any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee.

### **Health and Welfare Benefits for Current Board Members**

Health and welfare benefits for Board members shall be no greater than those received by district non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

### **Health and Welfare Benefits for Former Board Members**

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by



district non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at their own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at their expense and at the same level, to their spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority  
33362-33363 Reimbursement of expenses for attendance at workshops  
35012 Board members; number, election and term  
35044 Payment of traveling expenses of representatives of board  
35120 Compensation services as member of governing board  
35172 Promotional activities  
44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources  
20322 Elective officers; election to become member  
20420-20445 Membership in Public Employees' Retirement System; definition of safety employees  
53200-53209 Group insurance  
54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000) Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

revised: January 14, 2004

revised: April 11, 2012

revised: June 1, 2016

revised: April 26, 2023

revised: Spring \_\_, 2024

## **Fresno Unified Board Bylaw (BB) 9320**

### **Meetings And Notices**

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location, as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board ~~or district~~. (Government Code 54952.2)

In accordance with ~~applicable state~~ open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide ~~the opportunity-~~ ~~opportunities~~ for ~~questions and comments by~~ members of the public ~~to directly address the Board~~. All meetings shall be conducted in accordance with law and ~~the Board's Board-adopted~~ bylaws, policies, and administrative regulations.

*(cf. 9321 - Closed Session Purposes and Agendas)*  
*(cf. 9321.1 - Closed Session Actions and Reports)*  
*(cf. 9322 - Agenda/Meeting Materials)*  
*(cf. 9323 - Meeting Conduct)*

**In accordance with law and as specified in Board Bylaw 9012 – Board Member Electronic Communications, a** ~~A~~ majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through ~~personal~~ intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, the Superintendent or designee ~~an employee or district official~~ may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as ~~that the~~ employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

#### **Location of Meetings**

**All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may** ~~Meetings shall not~~ be held in a facility that prohibits the admittance ~~to of~~ any person on the basis of ancestry or any characteristic listed in Government Code 11135, ~~-In addition, meetings shall not be held in a facility~~ which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all ~~M~~meetings shall be held within district boundaries, except to do any of the following (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items # 1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2) Notice of the procedure for receiving and resolving such requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Meeting notices and agendas shall specify that individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent or designee at least two days before the meeting date.

If a fire, flood, earthquake or other emergency renders the posted regular or special meeting location-place unsafe and the deadline for posting the location has passed, meetings the meeting shall be held at a location for the duration of the emergency at a place designated by the Board president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings pursuant to Government Code 54956 by the most rapid available means of communication. (Government Code 54954)

### Regular Meetings

The Board shall adopt a schedule specifying the date, time and place of its regular meetings. (Education Code 35140)

The Board shall hold two regular meetings on the second and fourth Wednesdays of each month, unless posted otherwise. Regular meetings shall be held at 5:30 p.m. at the Education Center unless posted otherwise.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public, and on the district's Internet web site. (Government Code 54954.2)

*(cf. 1113 - District and School Web Sites)*

~~A notice of each regular meeting shall be mailed to any person who has filed with the Board a written request for such notice. The notice shall be mailed the week preceding, but not less than 72 hours prior to the meeting. Requests are valid for one year from the date filed unless renewed. Renewal requests must be filed within 90 days after January 1 of each year.~~

**Consistent with Government Code 54957.5 and Board Bylaw 9322 – Agenda/Meeting Materials,** Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. **The records shall be posted** ~~or~~ on the district web site, ~~consistent with Government Code 54957.5,~~ at the time the materials are distributed to all or a majority of the Board **if distributed outside of business hours.** (Government Code 54957.5)

### Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members **on any topic within the subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2 – Actions by the Board.** (Government Code 54956)

However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956).

*(cf. 2121 - Superintendent's Contract)*

**At least 24 hours before the time of the meeting,** ~~W~~ritten notice of special meetings shall be delivered personally or by any other means to all Board members, ~~the Superintendent,~~ and the local media who have requested such notice in writing. The notice shall also be posted on the district's web site, **and** ~~The notices shall be received~~ at least 24 hours before the time of the meeting, ~~The notice shall also be posted at least 24 hours before the meeting~~ in a location freely accessible to the public. The notice shall specify the time and **place** location of the meeting and the business to be transacted or discussed. ~~;~~ **A** No other business shall be considered at ~~these~~ **this** meetings. (Education Code 35144, Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Public notice shall be given at least 72 hours' before any retreats, study sessions or training sessions held by the Board. All such meetings shall be held within district boundaries and action items shall not be included.

## Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government code 54956.5)

**The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)**

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impairs public health, and/or safety, as determined by a majority of the members of the Board. **(Government Code 54956.5)**

*(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)*

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health and/or safety as determined by a majority of the members of the Board. **(Government Code 54956.5)**

*(cf. 3516 – Emergencies and Disaster Preparedness Plan)*

Except in the case of a dire emergency, the Board President or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notices of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those local media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. (Government Code 54956.5)

In the case of a dire emergency, the Board President or designee shall give such notice at or near the time notification is given to the other members of the Board ~~about the meeting~~. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

## Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and location and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment/continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place location

where the meeting was held ~~within 24 hours after the time of adjournment.~~ (Government Code 54955)

#### Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may ~~occasionally~~ convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

*(cf. 2000 – Concepts and Roles in Administration)*

*(cf. 9000 – Role of the Board)*

*(cf. 9005 – Governance Standards)*

*(cf. 9400 – Board Self-Evaluation)*

**Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)**

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

#### **Traditional** Teleconferencing

A Board member may participate in any meeting by teleconference, which includes both audio or video/audio so long as the following conditions are met: **(Government Code 54953)**

~~A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)~~

~~All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)~~

~~The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.~~

1. All votes taken during a teleconference meeting shall be by roll call. **(Government Code 54953)**
2. **The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency**
3. **The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as other members of the public from the same location as the Board member participating by teleconference**
4. **The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting**
5. ~~During the teleconference, At least a quorum of the members is of the Board shall participate from locations within the district boundaries. (Government code 54953)~~

~~Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or~~

~~"Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. (Government Code 54953)~~

~~All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)~~

Teleconferencing ~~by Individual Board Member Due to~~ During a Personal Emergency Circumstances  
Until January 1, 2026, when a physical or family medical emergency would prevent a Board Member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. ~~with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person.~~ The Board member requesting to appear remotely shall submit the request, notify the Board of the emergency situation as soon as possible, and include provide a concise general description of the emergency that necessitated the request circumstances relating to the Board member's need to appear remotely.

The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments



so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

A Board member may not appear remotely under emergency circumstances **alone, or together with teleconference due to just cause, as specified above,** for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

~~When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)~~

~~If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)~~

~~The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)~~

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the **meeting may continue but the** Board shall not take action on **any** agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing **by Individual Board Member due to** ~~for~~ "Just Cause"

**Until January 1, 2026, when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without:** (Government Code 54953)

- 1. Including the location of the Board member participating by teleconference in the agenda**
- 2. Making the location of the Board member participating by teleconference open and accessible to the public**
- 3. Posting the agenda at the location of the Board member participating by teleconference**

**A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)**

**For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)**

- 1. All votes taken during the meeting are by roll call**

2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

A Board member shall be permitted to participate by teleconference may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

*Just Cause* may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

### Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing

2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees due to the emergency

3. When the Board it has been determined, pursuant to Item #1 above, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by To conduct a teleconference during a proclaimed state of emergency without meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. Including the location of Board members in the agenda

2. Making the locations of Board members open and accessible to the public

3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall

2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act

2. 3. The notice and agenda for of the meeting includes information describing how shall specify the means by which members of the public can may access the platform or service meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to register to do so. (Government Code 54953)

6. If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comments, the meeting may continue but the Board shall may not take action take no further action on any agenda item until the disruption is resolved public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. State or local officials continue to impose or recommend measures to promote social distancing

### Other Gatherings

Attendance by a majority of the Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school Board members.
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.
3. An open and noticed meeting of another body of the district.
4. An open and noticed meeting of a legislative body of another local agency.
5. A purely social or ceremonial occasion.
6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 – Board Committees, provided that the Board members who are not members of the standing committee attend only as observers.

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person that are not part of a series of communications prohibited by are not subject to the Brown Act are permitted. (Government Code 54952.2)

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35143 Annual organizational meetings; date and notice

35144 Special meeting

35145 Public meetings

35145.5 Agenda; public participation and regulations

35146 Closed sessions; student matters

35147 Open meeting laws exceptions

GOVERNMENT CODE

3511.1 Local agency executives 11135

Prohibition of discrimination 54950-

54963 The Ralph M. Brown Act

54953 Oral summary of recommended salary and benefits of superintendent 54954

Time and place of regular meetings

54954.2 Agenda posting requirements, board actions

54956 Special meetings

54956.5 Emergency meetings

7920.000-7930. ~~476~~ 215 California Public Records

Act 8625-8629 California Emergency Services Act

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act CODE

OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications for individuals with disabilities

36.303 Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services COURT

DECISIONS

Garner v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019) Knight

First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

Wolfe v. City of Freemont, (2006) 144 ~~4~~ Cal. App. ~~4th~~ 5 ~~44~~ 33

ATTORNEY GENERAL OPINIONS

88 Ops. Cal. Atty. Gen. 218 (2005)

84 Ops.Cal.Atty.Gen. 181 (2001)

84 Ops.Cal.Atty.Gen. 30(2001)

79 Ops.Cal.Atty.Gen. 69 (1996)

78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2019 INSTITUTE

FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public ~~V~~: A Guide to the Ralph M. Brown Act, ~~2nd Ed.~~, 2016

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted September 26, 1991 Fresno, California

revised: December 12, 2001

revised: February 13, 2003

revised: January 14, 2004

revised: January 8, 2014

revised: April 26, 2023

revised: April ~~\_\_\_~~, 2024

Policy Section: 9000 Board Bylaws

## Fresno Unified Board Bylaw (BP) 9322

### Agenda/Meeting Materials

#### Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda does not need not to provide an opportunity for public comment on an item that when the agenda item has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to address the Board regarding matters provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5; Government Code 54954.3)

*(cf. 9323 - Meeting Conduct)*

The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents that have been distributed to the Board less than 72 hours before meeting. (Government Code 54956.9, 54957.5)

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting, as well as the procedure for receiving and resolving such requests as required by law. (Government Code 54954.2, 54953)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

#### Agenda Preparation

The Board president and the Superintendent, as Secretary to the Board, shall work together to develop in consultation with the Board president, shall prepare the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 – Vision)  
(cf. 0200 – Goals for the School District) (cf. 9121 - President)  
(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall must be in writing and be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least four weeks before the scheduled meeting date. Items submitted less than four weeks before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing an item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board take action during a Board meeting to determine whether the item shall be placed on the agenda. determine that the item is appropriate for placement on the agenda, The Board President and the Superintendent shall also will decide whether an agenda the item is appropriate for discussion in open or closed session, and whether the item should be an action item, subject to Board vote, or an information, al item that does not require immediate action, or consent item that is routine in nature and when the item is placed on the agenda for which no discussion is anticipated.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1312.4 – Williams Uniform Complaint Procedures)  
(cf. 3320 - Claims and Actions Against the District)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

### Consent Agenda/Calendar

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

When At the request of any member of the Board, member requests the removal of an-any item on from the consent agenda, the item shall be removed and given individual consideration for action as a-regular separate agenda item.



The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members ~~provided that members of the public were afforded an opportunity to comment on the item at that meeting, unless the item has been substantially changed since the committee considered it.~~ (Government Code 54954.3)

#### Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda, and an agenda packet, including ~~shall be forwarded to each Board member at least three days before each regular meeting, together with~~ the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

~~The Superintendent and president shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.~~

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

*(cf. 9012 – Board Member Electronic Communications)*

~~Upon request, the Superintendent or designee shall make the agenda and/or agenda packet available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)~~

#### Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. However, Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54956.9, 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a writing document which relates to an open session agenda item or which contains a claim or written

threat of litigation which will be discussed in closed session during ~~of~~ a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the **writing document** available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. **However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met:** (Government Code 54957.5)

- 1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting**
- 2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting**
- 3. The district lists the website address where such writings may be accessed on all Board meeting agendas**
- 4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting**

*(cf. 1113 – District and School Web Sites)*  
*(cf. 1340 – Access to District Records)*

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first.

**The Superintendent or designee shall ~~or~~** email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference:  
EDUCATION CODE  
35144 Special meeting  
35145 Public meetings  
35145.5 Agenda; public participation and regulations  
49061 Definitions; directory information

49073.2 Privacy of student and parent/guardian personal information; minutes of board meeting  
GOVERNMENT CODE  
53635.7 Separate item of business for borrowing of \$100,000 or more  
54953 Meetings; Americans with Disabilities Act accessibility  
54954.1 Request for copy of agenda or agenda packet by member of public  
54954.2 Agenda posting requirements; board actions  
54954.3 Opportunity for public to address legislative body 54954.5  
Closed session item descriptions  
54956.5 Emergency meetings  
54956.9 Meetings  
54957.5 Public records  
54960.2 Challenging board actions; cease and desist  
7920.000-7930. ~~179215~~ California Public Records Act  
95000-95004 California Early Intervention Services Act  
UNITED STATES CODE, TITLE 42  
12101-12213 Americans with Disabilities Act CODE  
OF FEDERAL REGULATIONS, TITLE 28  
35.160 Effective communications for individuals with disabilities  
36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services  
COURT DECISIONS  
Sierra Watch v. County of Placer (2022) 69 Cal.App.5<sup>th</sup> 86  
Fowler v. City of Lafayette (2020) 45 Cal.App.5<sup>th</sup> 68  
Mooney v. Garcia (2012) 207 Cal.App.4<sup>th</sup> 229  
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dis. LEXIS 66318 Management  
Resources:  
CSBA PUBLICATIONS  
The Brown Act: School Boards and Open Meeting Laws, rev. 2019  
~~1999~~  
Call to Order: A Blueprint for Great Board Meetings, 2018  
ATTORNEY GENERAL PUBLICATIONS  
99 Ops.Cal.Atty.Gen. 11 (2016)  
78 Ops.Cal.Atty.Gen. 327(1995)  
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003  
WEB SITES  
CSBA: <http://www.csba.org>  
California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT  
adopted: September 26, 1991 Fresno, California  
reviewed: January 12, 2000  
reviewed: February 13, 2003  
revised: January 28, 2004  
revised: January 8, 2014  
revised: April 26, 2023  
revised: April \_\_, 2024

Policy Section: 9000 Bylaws

## Fresno Unified Board Bylaw (BB) 9323.2

### Actions By The Board

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

*(cf. 9000 - Role of the Board)*  
*(cf. 9005 - Governance Standards)*  
*(cf. 9012 - Board Member Electronic Communications)*  
*(cf. 9200 - Limits of Board Member Authority)*

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members.
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision.
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance.

*(cf. 9322 - Agenda/Meeting Materials)*

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

#### Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

*(cf. 9320 - Meetings and Notices)*  
*(cf. 9322 - Agenda/Meeting Materials)*

#### Challenging Board Actions

Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or any interested person shall first present a demand "cure and correct" the alleged violation to the district. If the district receives a proper demand from the district attorney's office or any interested person to "cure and correct" an alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. may file an action in court for the purpose of: (Government Code 54960-54960.5, 54960.2)

1. stopping or preventing the Board's violation or threatened violation of the Brown Act
2. determining the applicability of the Brown Act to ongoing or future threatened Board actions

3.—Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:

- a.—Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.
- b.—The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.
- c.—The action is brought within the time required by Government Code 54960.2.

4.—determining the validity, under California or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression

5.—compelling the Board to audio record its closed sessions because of a courts finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

- 1.—Open meeting and teleconferencing (Government Code 54953)
- 2.—Agenda posting (Government Code 54954.2)
- 3.—Closed session item descriptions (Government Code 54954.5)
- 4.—New or increased tax assessments (Government Code 54954.6)
- 5.—Special meetings (Government Code 54956)
- 6.—Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place.(Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

- 1.—Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
- 2.—Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
- 3.—Take no action. If the Board takes no action within the 30 day review period, its inaction shall be considered a decision not to cure or correct the action.

Legal Reference:

Code of Civil Procedure

1245.240 Eminent domain vote requirements

1245.245 Eminent domain; resolution adopting different use

425.16 Special motion to strike in connection with a public issue

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-17512 Leasing for production of gas, resolution requiring unanimous vote 17546

Private sale of personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35150 Prohibition to terminate superintendent or assistant superintendent at specified meetings or times

35160-35178.54 Powers and duties

48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue  
1245.240 Eminent domain vote requirements  
1245.245 Eminent domain, resolution adopting different use  
GOVERNMENT CODE  
53090-53097.5 Regulation of local agencies by counties and cities 53724  
Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

54230.5 Disposal of surplus land and receipt of notice of violation

54230.7 Disposal of surplus land and receipt of notice of violation

54950-54963 The Ralph M. Brown Act

54952.6 Action taken, definition

54953 Meetings to be open and public; attendance

54960-54960.5 Actions to prevent violations

65352.2 Communicating and coordination of school sites PUBLIC

CONTRACT CODE

20110-20118.44 School district contracts

~~20111 School District contracts~~

20113 Emergencies, award of contracts without bids

20114 Repairs, maintenance, and improvements to district facilities by day labor of force account 22034

Uniform Public Construction Cost Accounting Act informal bidding ordinance

22035 Repair or replacement of facilities in case of emergency

22050 Emergency contracting procedures

3400 Bid specifications

COURTDECISIONS

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313 McKee

v. Orange Unified School District (2003) 110 Cal.App.4th 1310

Bell v. Vista Unified School District, (2002) 82 Cal.App.4th 672

Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources:

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, **rev.2003** ~~California Attorney General's Office, 2002~~

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public ~~HHV~~: A ~~Users~~ Guide to the Ralph M. Brown Act **2<sup>nd</sup>**

**Edition, rev. July 2010-2000**

WEB SITES

CSBA: <http://www.csba.org>

California Attorney Generals Office: <http://www.caag.state.ca.us>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

reviewed: February 13, 2003

revised: January 28, 2004

revised: June 1, 2016

revised: April 26, 2023

revised: **April \_\_, 2024**

*Policy Section: 9000 Bylaws*

## **Fresno Unified Board Exhibit (E) 9323.2**

### **Actions Requiring A Super Majority Vote**

#### **Actions Requiring a Two-Thirds Vote of the Board:**

- ~~1.~~ Resolution declaring **the Board's** intention to sell or lease real property (Education Code 17466)

*(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)*

- ~~2.~~ Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

- ~~3.~~ Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

- ~~4.~~ Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

- ~~5.~~ Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

- ~~6.~~ Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district **so long as the proposed use of property is not for nonclassroom facilities** (Government Code 53094)

*(cf. 7131 - Relations with Local Agencies)*  
*(cf. 7150 - Site Selection and Development)*  
*(cf. 7160 - Charter School Facilities)*

- ~~7.~~ When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

*(cf. 6185 - Community Day School)*

- ~~8.~~ When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

- ~~9.~~ **Decision to pursue the authorization and issuance of Resolution of intent to issue** general obligation bonds **pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution** ~~with the approval of 55 percent of the voters of the district~~ (Education Code 15266)

*(cf. 7214 - General Obligation Bonds)*

- ~~10.~~ **Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)**

*(cf. 7213 - School Facilities Improvement Districts)*

- ~~11.~~ **Resolution to place a parcel tax on the ballot, (Government Code 53724)**

- ~~12.~~ **10.** Resolution of necessity to proceed with an eminent domain action and, if the Board



subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

#### Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government code 54956.5)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

#### Actions Requiring a Four-Fifths Vote of the Board:

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822-53824)

2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823, 53824)

3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

*(cf. 3311 - Bids)*

4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to award let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

5. Resolution to award a contract for a public works project at \$212,500 or less, to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act (UPCCAA) for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable. (Public Contract Code 22034)

#### Actions Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

1. Approval of the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

#### Actions Requiring a Unanimous Vote of the Membership of the Board

1. Resolution authorizing and prescribing the terms of a community lease of district property for

extraction of gas and taking of gas not associated with oil (Education code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

#### **Actions Requiring a Unanimous Vote of the Board Members Present at the Meeting:**

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

#### **Actions Required to Occur During a Regular Board Meeting:**

1. Termination of the Superintendent or an assistant superintendent without cause (Education Code 35150)

2. Discussion or action regarding the contract, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1 (Government Code 54956)

#### **Prohibitions on Certain Board Actions**

1. Termination of the Superintendent or an assistant superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)

2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice

~~Note: For example, when a full seven voting member board (a super majority of the Board) would consist of five Board voting members~~

#### **Legal:**

##### **Code of Civil Procedure**

1245.240 Eminent domain vote requirements

1245.245 Eminent domain; resolution adopting different use

425.16 Special motion to strike in connection with a public issue

##### **Education Code**

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

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17510-17512 Leasing for production of gas; resolution requiring unanimous vote

17546 Private sale or personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35150 Prohibition to terminate superintendent or assistant superintendent at specified meetings or times

35160-35178.4 Powers and duties

48660-48661 Community day schools; establishment and restrictions

##### **Government Code**

53090-53097.5 Regulation of local agencies by counties and cities

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing  
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 54230.5 Disposal of surplus land and receipt of notice of violation  
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 54950-54963 The Ralph M. Brown Act  
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 54953 Meetings to be open and public; attendance  
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 65352.2 Communicating and coordinating of school sites  
 Public Construction Codes  
 20110-20118.44 School district contracts  
 20113 Emergencies; award of contracts without bids  
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 22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance  
 22035 Repair or replacement of facilities in case of emergency  
 22050 Emergency contracting procedures  
 3400 Bid specifications  
 Attorney General Publication  
 The Brown Act: Open Meetings for Legislative Bodies, rev. 2003  
 Court Decision  
 Bell v. Vista Unified School District (2002) 82 Cal.App.4<sup>th</sup> 672  
 Boyle v. City of Redondo Beach (1999) 70 Cal.App.4<sup>th</sup> 1109  
 Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4<sup>th</sup> 1310

Exhibit FRESNO UNIFIED SCHOOL DISTRICT  
 version: September 24, 1998 Fresno, California  
 reviewed: February 13, 2003  
 revised: January 28, 2004  
 revised: May 30, 2018  
 revised: April 27, 2023  
 revised: April \_\_, 2024

Policy Section: 9000 Bylaws

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-26**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies**

**ITEM DESCRIPTION:** Included in the Board binders are proposed revisions for eight Board Policies (BP) as follows:

- BP 0450 Comprehensive Safety Plan
- BP 1312.2 Complaints Concerning Instructional Materials
- BP 3515 School Safety and Security
- BP 5142 Safety
- BP 6143 Courses of Study
- BP 6161.1 Selection and Evaluation of Instructional Materials
- BP 6161.11 Supplementary Instructional Materials
- BP 6163.1 Library Media Centers

These revisions meet the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

**Yellow highlight** - CSBA recommended language policy

**Peach font** – Subcommittee recommendation

**Grey font** – New Policy, CSBA recommended

**Green font** – Legally mandated/reference changes

**Teal header** – \*New Policy, non-CSBA proposed

**Blue font** – Clarification or readability changes

**Red-strikeout** – Recommended deletion

**Green font** – CDE/FPM/Legal required change

**Purple font** – Information change

**Blue font** – Legal Counsel's recommendation

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

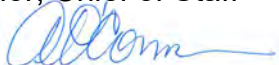
**PREPARED BY:** Teresa Plascencia

**DIVISION:** Constituent Services

**PHONE NUMBER:** (559) 457-3736

**CABINET APPROVAL:** Ambra

O'Connor, Chief of Staff



**INTERIM SUPERINTENDENT**

**APPROVAL:** Mao Misty Her



## **Fresno Unified Board Policy (BP) 0450 Comprehensive Safety Plan**

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that **teaches includes** strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

*(cf. 5131 - Conduct)*

The school site council at each district school shall **write and** develop a comprehensive school safety plan relevant to the needs and resources of that particular school. (Education Code 32281)

The school safety plan shall take into account the schools staffing, available resources and building design, as well as other factors unique to the site.

Each school shall review and update its safety plan by March 1 of each year. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32286)

The Board shall review the comprehensive **districtwide and/or school** safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation **and shall approve the plan(s) at a regularly scheduled meeting.**

**Each school shall forward the safety plan to the Board for approval. (Education Code 32288)**

**The Board shall approve the plan at a regularly scheduled meeting of the Board and the adoption of the plan shall not be a consent item. At a minimum, the Board shall discuss both of the following: (Education Code 35294.22)**

- 1. How the safety plan addresses the needs of each school and students within that school**
- 2. How the school site council or safety planning committee, when writing the plan, considered the three essential components described in Education Code 35294.21, including assuring each student a safe physical environment; assuring each student a safe, respectful, accepting, and emotionally nurturing environment; and developing each students resiliency skills**

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

### **Safety Plan(s) Access and Reporting**

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

**However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.**

**The Superintendent or designee shall share the comprehensive safety plans and any updates to the**

plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 0510 - School Accountability Report Card)  
(cf. 9322 - Agenda/Meeting Materials)  
(cf. 1340 - Access to District Records)  
(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of sex discrimination  
32260-32262 Interagency School Safety Demonstration Act of 1985  
32270 School safety cadre  
32280-32289.5 School safety plans  
32290 Safety devices  
35147 School site councils and advisory committees  
35183 School dress code; uniforms  
35266 Reporting of cyber attacks  
35291 Rules  
35291.5 School-adopted discipline rules  
35294.10-35294.15 School Safety and Violence Prevention Act  
35294.20-35294.25 Double Your Cash program  
41020 Requirement for annual audit  
41510-41514 School safety and consolidated grant  
48900-48927 Suspension and expulsion  
48950 Speech and other communication  
48980 Parent/Guardian notifications  
49079 Notification to teacher; student act constituting grounds for suspension or expulsion  
49390-49395 Homicide Threats  
67381 Availability of information regarding Violent crimes

GOVERNMENT CODE

54957 Closed session meetings for threats to security  
8586.5 California Cybersecurity Integration Center  
11549.3 Independent security assessment

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act  
422.55 Definitions of hate crime  
626.8 Disruptions

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

UNITED STATES CODE, TITLE 6

665K Federal Clearinghouse on School Safety Evidence-Based Practices

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act  
7101-7165 Safe and Drug-Free Schools and Communities, especially:  
7111-7122 Student support and academic enrichment grants  
7114 Application for local educational agencies  
7912 Transfers from persistently dangerous schools

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973; Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

911-A Manual for Schools and the Media During a Campus Crisis, 2001  
Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999  
CDE PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003 January 2007  
Early Warning, Timely Response: A Guide to Safe Schools, August 1998

WEB SITES

CSBA: <http://www.csba.org>

American Red Cross: <http://www.redcross.org>  
California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>  
California Office of Emergency Services: <http://www.oes.ca.gov>  
California Seismic Safety Commission: <http://www.seismic.ca.gov>  
Federal Bureau of Investigation: <http://www.fbi.gov>  
National Alliance for Safe Schools: <http://www.safeschools.org>  
National School Safety Center: <http://www.nssc1.org>  
U.S. Department of Education, Safe  
Schools: <http://www.ed.gov/about/offices/list/osep/osep/gtss.html>

Policy FRESNO UNIFIED SCHOOL DISTRICT  
adopted: March 22, 2000 Fresno, California  
revised: March 10, 2004  
revised: April 13, 2005;  
revised: April \_\_, 2024

*Policy section 0000 Philosophy, Goals, Objectives, and Comprehensive Plans*



## **Fresno Unified Board Policy (BP) 1312.2**

### **Complaints Concerning Instructional Materials**

The Governing Board uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of **district staff**, parents/guardians and community members, **and, as appropriate, students**. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, **and** or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1 - Library Media Centers)*

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the **accompanying** administrative regulation **and exhibit**.

The district shall accept complaints concerning instructional materials only from staff, district residents, pupils, or the parents/guardians of children enrolled in a district school.

**However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.**

When deliberating upon challenged materials, the Superintendent, or any designee **and/or** review committee established by the Superintendent to review the materials, shall consider the degree to which the materials aligned with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the district; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; **educational philosophy of the district**, the professional opinions of teachers of the subject and of other competent authorities, **and/or experts**; reviews of the materials by reputable bodies; **the teachers** stated objectives in using the materials; **community standards**; **and the allegations-objections-of** in the complainant, including the extent to which the **objections** are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

**The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.**

If the complainant finds **the Superintendent's or review committee's decision unsatisfactory, is final.** **However, if the complainant finds the decision unsatisfactory, he/she** may appeal the decision to the Board.

(cf. 9322 - Agenda/Meeting Materials)

~~The districts decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.~~

~~(cf. 6144 - Controversial Issues)~~

~~(cf. 9000 - Role of the Board)~~

~~(cf. 9005 - Governance Standards)~~

~~When a~~Any challenged instructional material ~~that~~ is reviewed by the district, ~~it~~ shall not be subject to further reconsideration for 12 months, unless ~~required by law.~~ ~~the Superintendent determines that reconsideration is warranted.~~

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved as specified in Administrative Regulation 1312.4 - ~~pursuant the districts~~ - Williams Uniform Complaint Procedures ~~at AR 1312.4.~~

~~(cf. 1312.1 - Complaints Concerning District Employees)~~

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

(cf. 1312.4 - Williams Uniform Complaint Procedures)

#### Legal Reference:

##### EDUCATION CODE

1240 County superintendent of schools; duties

18111 Exclusion of books by ~~g~~Governing board ~~that are sectarian, partisan, or denominational character -~~

220 Prohibition of discrimination

242 Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

243 Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials -

35010 Control of district; prescription and enforcement of rules

35160 Powers and duties of school boards

35186 Williams Uniform Complaint Procedures

44805 Teacher ~~E~~enforcement of course of studies; use of textbooks, rules and regulations

48907 Exercise of free expression; time, place and manner rules and regulations

48950 Speech and other communication

51204.5 Social sciences instruction; contributions of specified groups

51501 Nondiscriminatory ~~S~~subject matter ~~reflecting on race, color, etc~~

51511 Religious matters properly included in courses of study

51933 Sexual health education and HIV prevention materials

60000-60005 Instructional materials, legislative intent

60040-6005248 ~~Instructional r~~Requirements for instructional ~~and~~ materials

60119 Public hearing on sufficiency of ~~textbooks and instructional~~ materials

60200-6021306 Elementary school materials

60226 Requirements for publishers and manufacturers

60400-60411 High school textbooks ~~and instructional materials~~

60510-60511 Donation of sale of obsolete instructional materials

##### CODE OF REGULATIONS

4600-4670 Uniform complaint procedures

#### Management Resources ~~References:~~

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

1002-90 Selection of Instructional Materials, ~~FAQ~~ CIL-90/91-02

Standards for Evaluating ~~ngon~~ of Instructional Materials ~~with Respect to~~ for Social Content, 2013 ~~1986 edition, revised 2001~~

#### WEB SITES

CSBA- <http://www.csba.org>

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: November 26, 1991 Fresno, California

revised: June 28, 2000

revised: March 27, 2008

revised: Spring \_\_, 2024

Policy Section: Community Relations

## Fresno Unified Board Policy (BP) 3515

### School Safety And Security

The Governing Board is **fully** committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft. ~~preventing violence and crime on school grounds. The Superintendent and staff shall strictly enforce all Board policies related to crime, campus disturbances, campus intruders, student safety, student conduct and student discipline.~~

The Superintendent or designee ~~The Superintendent or designee shall establish procedures for securing records and funds and for protecting buildings against vandalism and burglary during nonbusiness hours. The Superintendent or designee also shall investigate ways that school grounds can be made more secure.~~ **shall** develop campus security **procedures**, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, ~~the Superintendent or designee shall arrange for law enforcement authorities or school security staff to regularly monitor security all district schools to prevent outsiders from entering school grounds~~ 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.

The principal of each school shall ensure that ~~their~~ **his/her** school has completed the district Safe School Plan with site-specific information, which includes strategies for preventing crime and violence on school premises. The Board encourages principals to solicit the participation of local law enforcement agencies, staff, parents/guardians and students in the development of these plans.

For purposes of school safety and security, the Superintendent or designee shall design a photo identification for all employees.

Photo I.D. shall be worn by all employees and Board members on school district premises and at all school functions.

#### Reporting Threats

**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 or 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.

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.

## Surveillance Systems

In consultation with the district's school site council, safety planning committee, other relevant **educational partners**, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

(cf. 3515.2 - Disruptions)  
(cf. 4158/4258/4358 - Employee Security)  
(cf. 5119 - Students Expelled from Other Districts)  
(cf. 5131 - Student Conduct)  
(cf. 5131.4 - Campus Disturbances)  
(cf. 5131.5 - Theft, Vandalism and Graffiti)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.7 - Weapons and Dangerous Instruments)  
(cf. 5136 - Gangs)  
(cf. 5141.4 - Child Abuse Reporting Procedures)  
(cf. 5142 - Student Safety)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 6114 - Emergencies and Disaster Preparedness Plan)

### Legal Reference:

#### EDUCATION CODE

17070.10 – 17079.30 Leroy F. Greene Schools Facilities Act  
17583 Classroom security locks; modernization projects  
32020 School Access gates; entrances for emergency vehicles  
32211 Threatened disruption or interference with classes  
32280-32289.5 School safety plans  
38000-38005 Security patrols departments  
49060-49079 Student records  
49390-49395 Homicide threats

#### GOVERNMENT CODE

11549.3 Independent security assessment

#### PENAL CODE

469 Unauthorized making, duplicating or possession of key to public building  
626-626.191 Weapons on Disruption of schools grounds and other school crimes

#### Management Resources:

#### CDE PUBLICATIONS

Safe Schools: A Planning Guide for Action, 1995

#### CSBA PUBLICATIONS

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1995 Policy

#### UNITED STATES CODE, TITLE 6

665K Federal Clearinghouse on School Safety Evidence-Based Practices

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act (FERPA) of 1974

#### UNITED STATES CODE, TITLE 34

99.3 Definition of education records

#### FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 23, 1994 Fresno, California

revised: August 25, 1999

revised: Spring \_\_\_, 2024

## Fresno Unified Board Policy (BP) 5142

### Safety

The Governing Board ~~is responsible for ensuring that proper attention is paid to the safety of students.~~ 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.

~~The Superintendent or designee shall develop and implement regulations which will ensure as safe an educational environment as possible.~~

~~Although the district is not liable for the safety of students who are not under school supervision, the school district can, and does, hold students accountable for their behavior from the time they leave their homes for school until they return to their homes from school, in the playgrounds and during recess, and while they are on school premises and/or under supervision of school district personnel. (Education Codes 44807, 44808)~~

~~Principals, teachers and bus drivers are responsible for the conduct and safety of students from the time they come under school supervision until they leave school supervision, whether on school premises or not.~~

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.

School 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, school-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.

#### Student Identification Cards and Safety Information

**Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5)**

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number
2. The National Domestic Violence Hotline

*(cf. 5144 - Discipline)*

The school district, Board members and district employees shall not be held liable for the safety and conduct of students who leave the school grounds as allowed by the Board's policy. (Education Code 44808.5)

*(cf. 5112.5 - Open/Closed Campus)*

A minor student shall not be released to leave school in the custody of a person other than the student's parent/guardian unless that person has the verified authorization of the parent(s)/guardian(s). Properly authorized law officers may seize or apprehend according to law.

*(cf. 5145.11 - Questioning and Apprehension)*

It is the responsibility of the principal to provide for adequate supervision of playgrounds and other school facilities at all times they are in use by students during the school day or at school sponsored activities. Special attention should be given to the prevention of accidents and to the development of habits of good citizenship.

*(cf. 5141.1 - Accidents)*

The principal should make full use of the cooperative services of local and county organizations which provide safety services, such as fire, law enforcement and disaster preparedness agencies.

*(cf. 6114 - Emergencies and Disaster Preparedness)*

### Missing Children

Consistent with district efforts to create a safe and secure environment for children and in order to assist in locating missing children, the Board recognizes that all employees of the district must be made aware of the plight of missing children. Each principal shall be responsible for seeing that information on missing children is posted in the school.

### Eye Protection Devices

The Superintendent or designee is directed to develop regulations which require that eye protective devices are worn by students, teachers and visitors at any time when they are engaged in or observing an activity or using hazardous substances or equipment likely to cause injury to the eyes. (Education Code 32030, 32031)

The Board shall provide eye safety devices required by law at the district expense. (Education Code 32033)

Legal Reference:

EDUCATION CODE

32001 Fire alarms and drills

32020 School gates; entrances for emergency vehicles

32030-32034 School eye safety

32040 First aid equipment

32200 Fire drills

**32280-32289.5 School safety plans**

40048 Missing children; posting of information

44807 Duty of teachers concerning conduct of pupils to hold them accountable for conduct to and from schools, on playgrounds, and during recess

44808 Exemption from liability when students are not on school property

44808.5 Permission for pupils to leave school grounds; notice (high school)

48900 **Hazing-Grounds for suspension or expulsion**

49068.5 Missing children; transfers  
49341 Need for safety in school science laboratories  
51202 Instruction in personal and public health and safety  
PENAL CODE  
245.6 Hazing  
CODE OF REGULATIONS, TITLE 5  
202 Exclusion of pupils with a contagious disease  
351 Work or services as required of pupils  
14103 Bus driver; authority over pupils

Policy FRESNO UNIFIED SCHOOL DISTRICT  
adopted: August 26, 1993 Fresno, California  
revised: Spring \_\_, 2024

*Policy section: 5000 Students*



## **Fresno Unified Board Policy (BP) 6143**

### **Courses Of Study**

The Governing Board recognizes that a well-aligned articulated sequence of courses fosters academic progress growth and provides for makes the best possible use of instructional time. The district's courses of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful in academically, professionally, and personally. school, college, and the workplace.

*(cf. 6011-Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, he/she also T the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, mental or physical disability, age, medical condition, genetic information, marital status, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

### **Elementary Grades**

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary school course of study.

~~*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*~~

### **Secondary Grades**

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. The district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning all disciplines, and prepares all students for high school graduation and career entry. (Education Code 51228)

*(cf. 5121 Grades/Evaluation of Student Achievement)*

*(cf. 6141.5 Advanced Placement)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6162.52 - High School Exit Examination)*

*(cf. 6178 - Career Technical Education)*

In addition, the course of study for students in grades 9-12 shall include instructions in skills and

knowledge for adult life, ~~and~~ career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years, ~~before graduation~~, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities ~~prior to graduation~~. (Education Code 51224, 51228)

The Superintendent or designee shall develop a process by which courses that meet **California** college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. The Superintendent or designee ~~They~~ shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to ~~each~~ **all** student in grades 9-12, ~~and their parents/guardians~~, and shall make updated lists readily available. (Education Code 51229, 66204)

(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6141.5 - Advanced Placement)

~~Guidance services shall be available to help students select courses relevant to their academic needs and future goals.~~

~~(cf. 6164.2—Counseling/Guidance Services)~~

#### Legal References:

##### EDUCATION CODE

200 Equal rights and opportunities in state educational institutions

220 Prohibition of discrimination

234.1 Student protections relating to discrimination, harassment, intimidation, and bullying

234.7 Student protections relating to immigration and citizenship status

242 Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

33319.3 Driver education; CDE materials on road rage

33540 Standards for Government and civics instruction ~~in interaction with government agencies~~

48980 Parent ~~al~~/Guardian notifications

49060-49079 Student records

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and ~~restricted~~ dangerous drugs

51204 Course of study designed for student's needs

51204.5 ~~Social science instruction~~ History of California; contributions of ~~various~~ **specified** groups

51210 ~~51212~~ Courses of study for grades 1-6

51220 Course of study for grades 7-12

51225.3 High school graduation requirements

51226.7 Model curriculum in ethnic studies

51241 Temporary two-year or permanent ~~E~~xemption from physical education

51501 Nondiscriminatory subject matter

51911-51921 Comprehensive health education

51925-51929 Mandatory mental health education and in-service training

51930-51939 ~~Comprehensive sexual health and HIV/AIDS prevention instruction~~ California Healthy **Youth Act**

51940 Curriculum for brain and spinal cord injury prevention

60040-60052 Requirements for instructional materials

66204 Certification of high school courses as meeting university admission criteria

##### GOVERNMENT CODE

11135 Prohibition of discrimination

7282-7282.5 Standards for responding to U.S. Immigration and Customs enforcement holds

7283-7283.2 Standards for participation in U.S. Immigration and Customs enforcement programs

7284-7284.12 Cooperation with immigration authorities

##### HEALTH AND SAFETY CODE

11032 Definitions of dangerous drugs

##### PENAL CODE

422.55 Definition of hate crime

##### CODE OF REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

##### CODE OF REGULATIONS, TITLE 5

430-438 Individual student records

4940 Nondiscrimination; course access

10020 ~~10049~~ Automobile driver education ~~and training~~

10040-10043 Automobile driver training

10060 ~~Criteria for high school~~ **physical education** program

##### UNITED STATES CODE, TITLE 20

~~6101-6251 School to Work Opportunities Act of 1994~~

1232g Family Educational Rights and Privacy Act (FERPA) of 1974

Management Resources References

U.S. DOE, Office for Civil Rights Publication Dear Colleague Letter: Race and School Programming, August 2023

WEB SITES

California Department of Education: <http://www.cde.ca.gov> California State University, Admission

Requirements: [http://www.csumentor.edu/planning/high\\_school](http://www.csumentor.edu/planning/high_school)

University of California, a g Course Submissions: <http://www.ucop.edu/agguide>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 10, 1993 Fresno, California

revised: August 25, 1994

revised: June 9, 2004

revised: May 9, 2018

revised: Spring \_\_, 2024

Policy Section: 6000 Instruction

## Fresno Unified Board Policy (BP) 6161.1

### Selection And Evaluation Of Instructional Materials

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect ~~the ethnic and cultural~~ and value society's diversity, stimulate thought, the exploration of ideas and intellectual exchanges, and enhance instructors' ability to educate all students through the use of ~~our society, and enhance the use of~~ multiple teaching strategies and technologies. The Board's shall adoption of instructional materials ~~shall be~~ based on a determination that such materials ~~meet criteria specified in law and~~ are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. **Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.**

*(cf. 6000 - Concepts and Roles)*  
*(cf. 9000 - Role of the Board)*

~~To ensure that instructional materials effectively support the district's adopted courses of study and meet curricular goals, and support student achievement, the selection of textbooks, technology-based materials, other educational materials and tests shall be aligned with the development and evaluation of the district's curriculum.~~

*(cf. 0440 - District Technology Plan)*  
*(cf. 3220.1 - Lottery Funds)*  
*(cf. 6010 - Goals and Objectives)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6161 - Equipment, Books and Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.7 - Use of Technology in Instruction)*  
*(cf. 6163.1 - Library Media Centers)*

~~The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians and community members.~~

~~The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.~~

~~Individuals who participate in selecting and evaluating instructional materials shall have no financial interest in the materials being reviewed.~~

~~*(cf. 2315 - Relations with Vendors)*~~  
~~*(cf. 9270 - Conflict of Interest)*~~

~~Complaints concerning instructional materials shall be handled in accordance with law, Board policy and administrative regulation.~~

~~*(cf. 1312.2 - Complaints Concerning Instructional Materials)*~~

To ensure that instructional materials effectively support the district's adopted courses of study and meet curricular goals, and support student achievement, the selection of textbooks, technology-based materials, other educational materials and tests shall be aligned with the development and evaluation of the district's curriculum.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or that have, during the district's review process, been determined to be aligned with the state academic content standards adopted by SBE, which includes instructional materials for mathematics and English language arts that are aligned to Common Core State Standards. (Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and the accompanying administrative regulation. (Education Code 60400)

The district's review process for evaluating instructional materials shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members in accordance with Education Code 60002. The review process may also involve administrators, other staff who have subject-matter expertise, and students as appropriate. The Superintendent or designee shall seek input from educational partners with diverse backgrounds and perspectives.

~~(cf. 1212.4 – Williams Uniform Complaint Procedures)~~

~~(cf. 0440 – District Technology Plan)~~

~~(cf. 3220.1 – Lottery Funds)~~

~~(cf. 6010 – Goals and Objectives)~~

~~(cf. 6011 – Academic Standards)~~

~~(cf. 6141 – Curriculum Development and Evaluation)~~

~~(cf. 6142 – Courses of Study)~~

~~(cf. 6146.1 – High School Graduation Requirements)~~

~~(cf. 6161 – Equipment, Books and Materials)~~

~~(cf. 6161.11 – Supplementary Instructional Materials)~~

~~(cf. 6162.5 – Student Assessment)~~

~~(cf. 6162.7 – Use of Technology in Instruction)~~

~~(cf. 6163.1 – Library Media Centers)~~

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

In accordance with the Instructional Materials Funding Realignment Program, the Board's priority in the selection of instructional materials is to ensure that all students in grades K-12 are provided with instructional materials that are aligned to the state content standards in the core curriculum areas of reading/language arts, mathematics, science and history/social science.

When the Board determines that standards-aligned textbooks and instructional materials have been provided to all students in accordance with Education Code 60422, it shall so certify. A copy of the certification shall be kept on file in the district.

The Superintendent or designee shall ensure that the district satisfies the criteria necessary to access funds under the state's Pupil Textbook and Instructional Materials Incentive Account pursuant to Education Code 60252.

### **Public Hearing on Sufficiency of Instructional Materials and Public Hearing**

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials. **including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource.** At these hearings the Board shall determine, through a resolution, whether each student in each school has sufficient textbooks and/or instructional materials in each of the following subjects that are consistent with the content and cycles of the state curriculum frameworks: (Education Code **60010, 60119**)

1. **Mathematics**
2. **Science**
3. **History-social science**
4. **English/language arts, including the English language development component of an adopted program**

~~The Board shall also make a written determination as to whether each student enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the state curriculum frameworks. The Board shall determine the availability of science laboratory equipment for grades 9-12. (Education Code **60119**)~~

The hearing shall **be held** ~~take place~~ on or before the end of the eighth week from the first day students attend school for that year. ~~For districts with schools on a multitrack year-round calendar, the hearing shall be held on or before the end of the eighth week from the first day of the school year on any track that begins a school year in August or September.~~ (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. **Ten days prior to the hearing,** ~~the~~ Superintendent or designee shall post, ~~10 days prior to the hearing and~~ **a notice** in three public places within the district, ~~a notice~~ containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

**At these hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks and/or instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the state curriculum framework adopted by SBE in each of the following subjects: (Education Code 60119)**

1. **Mathematics**
2. **Science**
3. **History-social science**
4. **English/language arts, including the English language development component of an adopted program**
5. **World language**
6. **Health**

**The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)**

In making these determinations, the Board shall consider whether each student has sufficient textbooks or other instructional materials to use in class and to take home. This does not require that each student have two sets of materials. However, materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. (Education Code 60119)

If the Board determines that there are insufficient textbooks ~~and/or~~ other instructional materials, the Board shall, **by resolution**, provide information to classroom teachers and to the public, setting forth, for each school, **in which an insufficiency exists, the percentage of students who lack the reasons that each student does not have** sufficient standards-aligned textbooks ~~and/or~~ instructional materials **in each subject area and the reasons that each student does not have sufficient textbooks and/or instructional materials.** The Board shall submit a copy of the resolution to the County Superintendent of Schools no later than three business days after the hearing. The Board shall take any action, ~~except an action that would require reimbursement by the Commission of State Mandates,~~ to ensure that that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

In addition, if the County Superintendent, in accordance with Education Code 1240, makes the district aware of a school that does not have sufficient textbooks or instructional materials, the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year.

**Prohibition Against Refusal to Approve or Prohibit the Use of Specified Instructional Materials**  
The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

## Complaints

Complaints concerning instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials, Board Policy 1312.3 - Uniform Complaint Procedures, or Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, as applicable.

### Legal Reference:

#### EDUCATION CODE

1240 County superintendent of schools; ~~general~~ duties

~~18111 Exclusion of books by governing board that are sectarian, partisan, or denominational character~~

~~220 Prohibition of discrimination~~

~~242 Access to information about educational laws and policies regarding right to accurate and inclusive curriculum -~~

~~243 Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials~~

~~33050-33053 General waiver authority~~

33126 School accountability report card

35272 Education and athletic materials

44805 ~~Teacher E~~nforcement of course of studies; use of textbooks, rules and regulations

~~48907 Exercise of free expression; time, place and manner rules and regulations~~

~~48950 Speech and other communication~~

49415 Maximum textbook weight **standards**



51501 ~~Nondiscriminatory~~ Subject matter ~~reflecting on race, color, etc.~~  
 51511 Religious matters properly included in courses of study  
 51933 Sexual health education and HIV prevention materials  
 52060-52077 Local control and accountability plan  
 60000-60005 Instructional materials, legislative intent  
 60010 Instructional materials; ~~D~~definitions  
 60040-6005248 Requirements for instructional ~~requirements and~~ materials  
 60060-60063.52 Requirements for publishers and manufacturers  
 60070-60076 Prohibited acts ~~r~~regarding instructional materials  
 60110-60115 Instructional materials on alcohol and drug education  
 60119 Public hearing on ~~s~~sufficiency of ~~materials~~-textbooks and instructional materials; hearing and resolution  
 60150 Penalty for insufficiency of textbooks and instructional materials  
 60200-6021396 Elementary school materials  
 60226 Requirements for publishers and manufacturers  
 60240-60252 State Instructional Materials Fund  
 60350-60352 Core reading program instructional materials  
 60400-60411 Instructional materials; ~~H~~high school textbooks  
 60420-60424 Instructional Materials Funding Realignment Program  
 60510-60511 Donation of sale of obsolete instructional materials  
 60605 State content standards  
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 9505-9525 Instructional materials, especially  
 9531-9532 Instructional Materials Funding Realignment Program  
  
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 CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES  
 1002.90 Selection of Instructional Materials, CIL: 90/91-02  
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 01-05 Guidelines for Piloting Textbooks and Instructional Materials, September 2001  
 CSBA PUBLICATIONS  
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 Association of American Publishers: <http://www.publishers.org>  
 California Department of Education: <http://www.cde.ca.gov>  
 California State Board of Education: <http://www.cde.ca.gov/be>

Policy FRESNO UNIFIED SCHOOL DISTRICT  
 Adopted: March 26, 1992 Fresno, California  
 Revised: October 11, 2000  
 Revised: March 25, 2004  
 Revised: December 14, 2005  
 Revised: Spring \_\_, 2024

Policy Section: 6000 Instruction

## **Fresno Unified Board Policy (BP) 6161.11 Supplementary Instructional Materials**

The Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

*(cf. 0000 - Core Beliefs and Commitments)*  
*(cf. 0200 - School Accountability)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6163.1 - Library Media Centers)*

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

*(cf. 6142.91 - English/Language Arts Instruction)*  
*(cf. 6142.92 - Mathematics Instruction)*  
*(cf. 6142.93 - Science Instruction)*  
*(cf. 6142.94 - History-Social Science Instruction)*

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

~~*(cf. 1260 - Community Relations)*~~  
~~*(cf. 2290 - Gifts, Grants and Requests)*~~  
~~*(cf. 4132/4232/4332 - Publication or Creation of Materials)*~~

**The use of any supplemental instructional material shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)**

As appropriate, supplementary instructional materials shall ~~must also be consistent with~~ meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials. ~~If the teacher believes that the materials may be in conflict with district criteria, the teacher shall confer with the principal or designee before using them.~~

Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

The use or reproduction of supplementary instructional materials shall be in accordance with

federal copyright law.

*(cf. 6162.6 - Use of Copyrighted Materials)*

#### **Supplementary Materials Aligned with Common Core Standards**

To prepare district students to achieve the Common Core Standards in English language arts and mathematics and the English language development standards, as applicable, the Board may select supplementary instructional materials from the lists of materials determined by the State Board of Education (SBE) to be aligned with those standards. (Education Code 60605.86-60605.88)

The Board may approve supplementary instructional materials that are not on the lists approved by the SBE but which are aligned with the Common Core Standards provided that the materials comply with the evaluation criteria established by the SBE and Education Code 60050, 60060-60062, and 60226. The Board shall select content review experts who possess the qualifications specified in law to review and recommend such supplementary materials. The majority of the content review experts shall be teachers who are credentialed and/or authorized in the subject area they are reviewing and the remainder shall include appropriate persons from postsecondary educational institutions, school and district curriculum administrators, and other persons who are knowledgeable in the subject area. (Education Code 60605.86-60605.88)

#### **Appropriateness of Materials**

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, **he/she the employee** shall preview the material to determine whether, in **his/her the employee's** professional judgment, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, **factual accuracy**, appropriateness, **including whether the material contains pervasive vulgarity or profanity**, and relevance of the materials, as well as the ages and maturity of the students.

*(cf. 6141.2 - Religious Expression In The Schools)*

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*

*(cf. 6144 - Controversial Issues)*

#### **Films and Other Media Complaints**

Complaints concerning supplemental instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

When a teacher desires to show a film that has not been approved by the district or county for use in the grade level taught, the teacher shall preview the film to determine whether in his/her professional judgment it is consistent with district criteria for the selection of instructional materials. All films must be appropriate for the curriculum and the students' ages.

If the teacher has any questions about how established district criteria apply to the film, he/she shall confer with the principal or designee before showing the film.

Legal Reference:

EDUCATION CODE

18111 Exclusion of books by Governing board that are sectarian, partisan, or denominational character

220 Prohibition of discrimination

233.5 Duty re instruction in morals, manners and citizenship Teaching of principles

242 Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

243 Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials

48907 Exercise of free expression; time, place and manner rules and regulations

48950 Speech and other communication

51204.5 Social sciences instruction; contributions of specified groups

51501 Nondiscriminatory subject matter

51510 Prohibited study or supplemental materials

51511 Religious matters properly included in courses of study

51933 Sexual health education and HIV prevention materials

60000-60005 Instructional materials; legislative intent

60010 Instructional materials; Definitions

60050 Social content review of instructional materials

Ed. Code 60040-60052 Requirements for instructional materials

Ed. Code 60060-60062 3.5 Requirements of publishers and manufacturers -

60200-7 Suspension of state instructional materials adoptions

60200-60213 Elementary school materials

60226 Learner verification of instructional materials Requirements for publishers and manufacturers -

60242 Uses of instructional materials funds

60400-60411 Adoption of Instructional materials; high schools - instructional materials

60605 State-adopted content and performance standards in core curricular areas -

60605.86-60605.88 Supplemental instructional materials aligned with Common Core Standards –

60811.3 English language development standards

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

COURT DECISIONS

McCarthy v. Fletcher, (1989) 207 Cal. App. 3d 130

Fowler v. Board of Education of Lincoln County, (1978) 819 F.2d 657

Management Resources References:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluating Instructional Materials for Social Content, 200013

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted September 12, 1996 Fresno, California

revised: January 8, 2014

revised: Spring \_\_, 2024

Policy Section: 6000 Instruction

## Fresno Unified Board Policy (BP) 6163.1

### Library Media Centers

The Governing Board recognizes that school libraries ~~media centers~~ support the educational program by providing access to a variety of informational ~~resources~~ and supplemental resources that can inspire a love of reading, stimulate thought, the exploration of ideas and intellectual exchanges, and contribute to ~~help raise~~ the academic achievement of all students. The Board desires ~~to provide~~ that school libraries ~~media centers~~ be stocked with up-to-date books, reference materials, and electronic resources ~~information resources necessary to~~ that promote literacy, support ~~students in achieving~~ academic standards, contain a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity, and prepare ~~encourage~~ students to become lifelong learners.

*(cf. 0440 - District Technology Plan)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6163.4 - Student Use of Technology)*  
*(cf. 7110-Facilities Master Plan)*

The Superintendent or designee may, in consultation with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate, develop and regularly update a plan for school libraries that describes the district's goals for school libraries and the distribution of funds to school sites to support libraries. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, the development and maintenance of classroom libraries, prevention of loss or damage of library materials, prioritization of needs, and other related matters. The Superintendent or designee shall ensure that the library plan is aligned with the district's local control and accountability plan and other district and school plans.

~~School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)~~

~~Any school library open outside the school day, such as evenings and/or Saturdays, shall be under the supervision of a certificated employee. (Education Code 18103)~~

#### Staffing

To staff school libraries, the district may employ one or more teacher librarians who possess appropriate credentials issued by the Commission on Teacher Credentialing. (Education Code 18120, 44868; 5 CCR 80024.6, 80053)

The Board also may appoint classified paraprofessionals to serve as library aides or library technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may assign teacher librarians to perform the following duties in accordance with the authorizations of their credential: (5 CCR 80053, 80053.1)

1. Instruct students in accessing, evaluating, using, and integrating information and resources in the library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship
2. Plan and coordinate school library programs with the district's instructional programs through collaboration with teachers

3. **Select materials for school and district libraries** in alignment with the district's library selection criteria
4. **Develop and deliver staff development programs for school library services**
5. **Coordinate or supervise library programs at the school or district level**
6. **Plan and conduct a course of instruction for students who assist in the operation of school libraries**
7. **Supervise classified personnel assigned school library duties**
8. **Develop procedures for and management of the school and district libraries**

### **Library Instruction**

~~Teacher librarians and/or classroom teachers shall provide library instruction to support the development of students' information literacy skills. Such instruction shall be aligned with the state academic standards for library instruction and shall prepare students to:~~

- ~~1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources~~
- ~~2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry~~
- ~~3. Organize, synthesize, create, and communicate information~~
- ~~4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners~~

~~Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

~~(cf. 6141—Curriculum Development and Evaluation)~~

### **Hours of Operation**

**School libraries shall be open for use by students and teachers during the school day.**  
**(Education Code 18103)**

**With the approval of the Board, a Any school library may be open at other hours outside the school day, including open outside the school day, such as evenings and/or Saturdays., Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment.** (Education Code 18103)

### **District Library Plan**

~~Whenever a school receives state funding for school and library improvement pursuant to Education Code 41570-41573, the school site council shall develop a single plan for student achievement which incorporates a districtwide plan for school libraries. (Education Code 41572)~~

~~(cf. 0420—School Plans/Site Councils)~~

~~In developing the districtwide plan, the Superintendent or designee is encouraged to consult with teacher librarians, library media technicians, classroom teachers, administrators, parents/guardians, and students as appropriate in the development of the plan.~~

~~The districtwide library plan shall describe the district's vision and goals for the district's libraries and action steps including how funds will be distributed to school sites. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, prioritization of needs, and other related matters.~~

~~(cf. 0000 - Vision)  
(cf. 0200 - Goals for the School District)~~

## Selection and Evaluation of School Library Materials

Library materials shall include print and electronic resources that align with the curriculum and are accessible to students with varying cognitive **and/** or language needs.

~~Responsibility for the selection of~~ Library materials shall be selected and evaluated through a process that ~~is delegated to the professional library staff through the principal. School library personnel shall evaluate materials in accordance with law, Board policy and administrative regulation, and using professional selection aids and standards. The selection process shall~~ invites recommendations from administrators, teachers, other staff, parents/guardians and students as appropriate.

~~(cf. 6144 - Controversial Issues)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)~~

**The use of any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 2 60044. (Education Code 243)**

Library materials should be continually ~~re~~evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain ~~obsolete outdated~~ subject matter or are no longer appropriate shall be removed, ~~and lost or worn materials may be replaced if possible.~~

~~(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)~~

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

~~(cf. 1260 - Educational Foundation)  
(cf. 3290 - Gifts, Grants and Bequests)~~

Complaints regarding the appropriateness of library materials shall be addressed **in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.** ~~using the district's procedures for complaints regarding instructional materials.~~

~~(cf. 1312.2 - Complaints Concerning Instructional Materials)~~

## Fees

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)

**Students** shall be ~~To~~ encouraged ~~students~~ to return library materials in a timely manner, **but no charge shall be assessed** ~~a nominal fee may be charged or an alternative means of compensation may be~~



~~provided~~ for the late return of materials.

(cf. 3260 - Fees and Charges)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 6161.2-Damaged or Lost Instructional Materials)

### Library Instruction

Teacher librarians and/or classroom teachers shall provide library instruction to support the development of students' information literacy skills. Such instruction shall be aligned with the state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources
2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry
3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment

### Program Evaluation

The Superintendent or designee shall annually assess and report to the Board regarding the condition and use of school libraries. The assessment shall evaluate, at a minimum:

1. Access of students and staff to school libraries during school hours and, as appropriate, access outside the school day
2. The process and frequency by which students are allowed to check out library materials
3. Staffing levels, qualifications, and number of hours worked
4. The quality of the collection at each library, including, but not limited to, the total number of books in the collection, number of books per student, types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, provision of a broad spectrum of knowledge and viewpoints, amount expended during the year for the purchase of new resources, and the number of resources discarded and added during the year
5. Any special programs offered at the school to encourage reading and/or library use
6. The adequacy of the facility space and equipment designated for the school library
7. The source(s) and adequacy of funding for school libraries
8. Knowledge by principals, teachers, and library personnel of the process to follow when a library material(s) is challenged

The district shall, on or before August 31 each year, report to the California Department of Education on the condition of **its** school libraries for the preceding year ending June 30. ~~This survey is conducted online via the CDE's website.~~ (Education Code 18122)

Legal Reference:

EDUCATION CODE

1703 Coordination of district library services by county superintendent

1770-1775 Provision of library services by county superintendent

18100-18203 School libraries

18300-18571 Union high school district/unified school district library district

19335-19336 Reading Initiative Program; recommended books

41570-41573 School and Library Improvement Block Grant  
42605 Tier 3 categorical flexibility  
220 Prohibition of discrimination  
242 Access to information about educational laws and policies regarding right to accurate and inclusive curriculum  
35021 Volunteer aides  
44868-44869 Qualifications and employment of library media teachers  
45340-45349 Instructional aides  
48907 Exercise of free expression; time, place and manner rules and regulations  
48950 Speech and other communication  
51204.5 Social sciences instruction; contributions of specified groups  
51501 Nondiscriminatory subject matter  
60040-60052 Requirements for instructional materials  
60240-60251.5 State Instructional Materials Fund, purchase of classroom library materials

#### ~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~

~~18181 Districtwide library plan~~  
~~52012 Establishment of school site council 52014-52015 School plans~~

#### CODE OF REGULATIONS, TITLE 5

16040-16043 School libraries  
80023-80023.2 Emergency permits; general requirements  
80024.6 Emergency teacher librarian services permit  
80026-80026.6 Emergency permits; Declaration of Need  
80053-80053.1 Teacher librarian services credential

#### UNITED STATES CODE, TITLE 20

6383 Improving Literacy Through School Libraries grant program

#### Management Resources:

California Department of Education Publications ~~PUBLICATIONS~~

Examples of Model School Library Standards for California Public Schools Supporting Common Core State Standards (CCSS) for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. February 2012

Model School Library Standards for California Public Schools: Kindergarten Through Grade ~~12~~ Twelve, 2010 (includes standards for student instruction as well as program standards)

Looking at the School Library: An Evaluation Tool, 2003

Recommended Literature: Kindergarten Through Grade Twelve

~~CALIFORNIA SCHOOL LIBRARY ASSOCIATION PUBLICATIONS~~

Standards and Guidelines for Strong School Libraries, 2004

#### WEB SITES

American Association of School Librarians: <http://www.ala.org/aasl>

California Department of Education, School Libraries: <http://www.cde.ca.gov/ci/cr/lb> California Library Association: <http://www.cla-net.org>

California School Library Association: <http://www.csla.net>

#### Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted: March 26, 1992 Fresno, California

Revised: July 12, 2000

Revised: March 25, 2004

Revised: December 14, 2005

Revised: May 27, 2015

Revised: Spring \_\_, 2024

*Policy Section: 6000 Instruction*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-27**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Deny**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Deny Claim GL23-1021-11402**

**ITEM DESCRIPTION:** Included in the Board binders is a Claim for Damages by a minor, case GL23-1021-11402. The Interim Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Stacey Sandoval

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer



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**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her



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# FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

<p style="text-align: center;"><b>INSTRUCTIONS</b></p> <ul style="list-style-type: none"> <li>• Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2).</li> <li>• Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2).</li> <li>• Read entire Claim Form before filing.</li> <li>• Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant.</li> <li>• Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)</li> </ul>		<p>RESERVED FOR FILING STAMP CLAIM NO: _____</p> <div style="text-align: center; font-size: 2em; font-weight: bold; border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> RECEIVED </div> <p style="text-align: center; font-size: 1.2em;">APR 18 2024</p>	
<p>1. Name of Claimant <u>minor</u> minor, by and through <u>minor</u> Guardian ad Litem, Cathy Kincade</p>		<p>2. <u>BENEFITS AND RISK MANAGEMENT</u> <u>FRESNO UNIFIED SCHOOLS</u></p>	
<p>3. Home Address of Claimant <u>Minor</u> City/State <u>minor</u></p>		<p>4. Home Telephone Number <u>minor</u></p>	
<p>5. Business Address of Claimant City/State</p>		<p>6. Business Telephone Number</p>	
<p>7. Give Address of which you desire notices or communication to be sent regarding this claim: Quinlan, Kershaw &amp; Fanucchi, 2125 Merced Street, Fresno, CA 93721</p>			
<p>8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: Claimant had returned <u>minor</u> musical instrument to the school box truck and was sitting on the lift on the back of the truck when the lift began to move downward and <u>minor</u> leg was caught under it and was crushed.</p>			
<p>9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: October 21, 2023 around 5:00 p.m.</p>			
<p>10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc. I was participating in a Central High School band competition at Edison High School 540 E. California Ave., Fresno, CA</p>			
<p>11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known: Unknown. Someone caused the lift to begin to move.</p>			
<p>12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910[f]) Exceeds \$10,000.00</p>			
<p>13. Insurance payments received, if any, and name(s) of insurance company: Not known at present</p>			
<p>14. Expenditures made on account of DAMAGE or INJURY (Date - Item): Not known at present</p>			
<p>15. Name and address of Witnesses, Doctors and Hospitals: Clínica Sierra Vista, Children's Hospital, West Coast Wound Care</p>			
<p>16. Signature of Claimant or person filing: <u>Cathy Kincade</u></p>		<p>17. Typed Name (Relationship to Claimant) Cathy Kincade, Mother/Guardian</p>	
		<p>18. Date: 4/18/24</p>	

**NOTE:** Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: Every person who with intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-28**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Ratify**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Ratify Agreement with Nancy Akhavan Consulting, Inc. - Cambridge**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement between Cambridge Continuation High School and Nancy Akhavan Consulting, Inc. Cambridge Continuation High School's 21 teachers participated in subject-area specific professional learning cycles and received one-on-one feedback and support through classroom observations. Additionally, the site's Instructional Leadership Team participated in professional learning to support the development and monitoring of goals; reflect on the site's unique needs; review high-yield instructional moves; explore content-area writing tasks; and plan next steps.

Professional learning sessions occurred on January 25 and January 26, 2024. Peer observations took place on February 22 and February 23, 2024.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$30,000 are available in the Cambridge Continuation High School Budget.

**PREPARED BY:** Marie Williams, Ed.D.,

**DIVISION:** Instructional Division

**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Natasha Baker, Ed.D.  
Chief Academic Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





**Fresno Unified  
School District**  
*Achieving our Greatest Potential!*

## Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

32170

**Vendor Number**

Nancy Akhavan Consulting Inc

3766 W. Locust Ave, Fresno, CA 93711

**Vendor Name**

(559) 355-9291

**Address**

Nancy Akhavan

**Phone Number**

**Vendor Contact**

**From:** 9/20/2023

**Through:** 6/30/2024

**Term (Duration)**

**FUSD Contract Administrator:**

Pete Pulos

Cambridge High School

559-253-6560

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Function-Object)**

060-3010-0230-3200-1000-5899/030-0124-0230-320

**Annual Cost** \$ 30,000.00

(Contract will not be authorized to exceed this amount w/o BOE approval) ☒

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☒

No ☐

*MA*

**Scope of Work Summary:**

Beginning on September 20th, 2023, The Consultant will provide the services (collectively, the "Services") which are as follows:

Two (2) cycles of Professional Development, with three (3) days each for a total of six (6) days.

One (1) cycle with four (4) days.

This is a total of ten (10) at \$2,700.00 per day for a total of \$27,000.00.  
Participant fee is \$100 for 30 participants. \$3,000.00  
Contract Total of \$30,000.00.

The focus is literacy/academic writing across the content and grade spans.

Please indicate where the work will be performed:

Work to be performed on FUSD property ☒

Date Item is to appear on Board of Education Agenda: 05/22/24  
(Contracts of \$15,000.00 or more)

Will contract be submittted with Bundled Contracts? No

Routing  
Order:

1) Reviewed & approved by **Department Head:**

Signed

Date

2) Reviewed & approved by **Cabinet Level Officer:**

Signed

Date

3) Reviewed & approved by **Risk Management:**

Signed

Date

Please return signed agreement back to (name/email) : dawn.gardner@fresnounified.org





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-3010-0230-3200-1000-5899/030-0124-0230-3200-1000-

District Contact Person: Pete Pulos

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Nancy Akhavan Consulting Inc

Contractor's Contact Person: Nancy Akhavan

Contractor's Title: President

Contractor's Telephone

Number: (559) 355-9291

Contractor's E-mail: nancy@nancyakhavanconsulting.com

Contractor's Address: 3766 W. Locust Ave, Fresno, CA 93711

This Independent Contractor Services Agreement is made and entered into effective 9/20/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Nancy Akhavan Consulting Inc ("Contractor").

1. Contractor Services. Contractor agrees to provide

Beginning on September 20th, 2023, The Consultant will provide the services (collectively, the "Services") which are as follows:

Two (2) cycles of Professional Development, with three (3) days each for a total of six (6) days.

One (1) cycle with four (4) days.

This is a total of ten (10) at \$2,700.00 per day for a total of \$27,000.00.

Participant fee is \$100 for 30 participants. \$3,000.00

Contract Total of \$30,000.00.

The focus is literacy/academic writing across the content and grade spans.



2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 9/20/2023 , and shall terminate on 6/30/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 0.00 per 0 , Not to exceed \$ 30,000.00 . Checks will be made payable to Nancy Akhavan Consulting Inc . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here NA

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Other \$ 0.00
- f. Total Estimated Cost (Sum of paragraphs 4 and 5a – e): \$ 30,000.00

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials NA

District's initials SS

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@fresnounified.org), or in person at 2309 Tulare Street Fresno, CA 93721.

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work



performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

### 13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
  - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure



or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. **Indemnification and Hold Harmless.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.

b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. **Insurance.** Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.



17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials MA District's initials SS

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District  
Purchasing Department  
4498 N. Brawley Avenue  
Fresno, CA 93722

Contractor: Nancy Akhavan Consulting

*Name:* Nancy Akhavan

*Address:*

3766 W. Locust Ave.  
Fresno, Ca 93711

c: Risk Management Fresno  
Unified School District 2309  
Tulare Street  
Fresno, CA 93721

28. 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 agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. 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 terms 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.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. 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.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.



Executed at Fresno, California, on the date and year first written above.

**DISTRICT**

Fresno Unified School District

\_\_\_\_\_  
Patrick Jensen, Chief Financial Officer

\_\_\_\_\_  
*Date*

**CONTRACTOR**

Nancy Akhavan Consulting Inc.

\_\_\_\_\_  
*Name:* Nancy Akhavan *Title:* President

\_\_\_\_\_  
4/26/24  
*Date*

Approved As To Form:

\_\_\_\_\_  
*Stacey Sandoval*

Stacey Sandoval, Executive Director  
Risk Management

May 7, 2024

\_\_\_\_\_  
*Date*

## ***CONSULTING AGREEMENT***

This Agreement is made effective as of September 20<sup>th</sup>, 2023 by and between Cambridge High School, of 1001 S. Chestnut Ave, Fresno, CA 93702, and Nancy Akhavan Consulting, Inc., of 3766 W. Locust Ave, Fresno, California 93711.

In this Agreement, the party who is contracting to receive services shall be referred to as "The School", and the party who will be providing the services shall be referred to as "The Consultant".

The Consultant has a background in providing educational professional development across a broad range of subjects and is willing to provide services to The School based on this background, and is willing to provide services to The School based on this background.

The School desires to have services provided by The Consultant.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on September 20<sup>th</sup>, 2023, The Consultant will provide the services (collectively, the "Services") which are as follows:

Two (2) cycles of Professional Development, with three (3) days each for a total of six (6) days.

One (1) cycle with four (4) days.

This is a total of ten (10) days at \$2700 per day. For a total of \$27,000.

Participant fee is \$100 for 30 participants. \$3,000

The focus is literacy/academic writing across the content and grade spans.

**2. PERFORMANCE OF SERVICES.** The services will be provided on dates agreed upon by The School and the The Consultant.

**3. PAYMENT.** The School will pay a fee to The Consultant for the Services in the amount of \$30,000. This fee shall be payable after services are rendered; an invoice will be produced for The School from The Consultant. The payment will be made within the terms of the invoice.

**4. NEW PROJECT APPROVAL.** The Consultant and The School recognize that The Consultant's Services will include working on various projects for The School. The Consultant shall obtain the approval of The School prior to the commencement of a new project.

**5. TERM/TERMINATION.** This Agreement shall terminate automatically on June 30<sup>th</sup>, 2024.



**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that The Consultant is an independent contractor with respect to The School, and not an employee of The School. The School will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of The Consultant.

**7. EMPLOYEES.** The Consultant's employees, if any, who perform services for The School under this Agreement shall also be bound by the provisions of this Agreement.

**8. INJURIES AND INSURANCE.** The Consultant acknowledges The Consultant's obligation to obtain appropriate insurance coverage for the benefit of The Consultant (and The Consultant's employees, if any). The Consultant waives any rights to recovery from The School for any injuries that The Consultant (and/or The Consultant's employees) may sustain while performing services under this Agreement and that are a result of the negligence of The Consultant or The Consultant's employees.

**9. INDEMNIFICATION.** The Consultant agrees to indemnify and hold harmless The School from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The School that result from the acts or omissions of The Consultant, The Consultant's employees, if any, and The Consultant's agents.

**10. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*Consultant's Intellectual Property.* The Consultant personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

*Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by The Consultant (or The Consultant's employees, if any) during the term of this Agreement shall be the property of The Consultant, subject to the irrevocable right and license of The School to make, use, and/or sell products and services derived from any such Intellectual Property without payment of royalties. Such rights and license will be exclusive for the term of this Agreement, and any extensions or renewals of this Agreement. After termination of this Agreement, such rights and license shall be nonexclusive, but shall remain royalty-free. Each party shall execute such documents as may be necessary to perfect and preserve the rights of either party with respect to any such Intellectual Property.

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for The School:  
Pete Pulos, Principal  
Cambridge High School  
1001 S. Chestnut Ave  
Fresno CA 93702

IF for The Consultant:  
Naseem Akhavan, Office Manager  
Nancy Akhavan Consulting, Inc.  
3766 W. Locust Ave  
Fresno, California 93711

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**17. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.



**18. ASSIGNMENT.** The Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of The School. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of The School with, or its merger into, any other corporation, or the sale by The School of all or substantially all of its properties or assets, or the assignment by The School of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**19. SIGNATORIES.** This Agreement shall be signed on behalf of The School by Pete Pulos, Principal and on behalf of The Consultant by Nancy Akhavan, President and effective as of the date first above written.

Party receiving services:  
Cambridge High School

By: \_\_\_\_\_

Principal

Date: \_\_\_\_\_

9/26/2023

Party providing services:  
Nancy Akhavan Consulting, Inc.

By: \_\_\_\_\_

Nancy Akhavan  
President

Date: 09/15/2023

**EXHIBIT A**  
*Intellectual Property*

Any and all worksheets, presentations, or professional development materials created by Nancy Akhavan Consulting, Inc.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-28a**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Ratify**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Ratify Agreement with the Council of the Great City Schools**

**ITEM DESCRIPTION:** Included in the Board binders is a two-year agreement with the Council of the Great City Schools (Council) to provide professional services and coaching support to the district's governing team and other district staff as needed. Services will include leadership training and support coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the district's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as mutually agreed upon.

The term of the agreement is April 24, 2024, through April 28, 2026.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$100,000 are available in the Board Office budget.

**PREPARED BY:** Ambra O'Connor

**DIVISION:** Superintendent's Office  
**PHONE NUMBER:** (559) 457-3838

**CABINET APPROVAL:** Ambra O'Connor,  
Chief of Staff

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

COUNCIL OF THE GREAT CITY SCHOOLS (CGCS)

1301 PENNSYLVANIA AVE NW #702

**Vendor Name**

(202) 393-2427

**Address**

RAYMOND C. HART

**Phone Number**

**Vendor Contact**

**From:** April 29, 2024

**Through:** April 28, 2026

**Term (Duration)**

**FUSD Contract Administrator:**

Ambra O'Connor

Board Office

457-3727

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)**

030-0670-0855-0000-7100-5899

**Annual Cost** \$ 100,000.00 (Estimated Amount)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

## Scope of Work Summary:

CGCS shall provide professional services, and Coaching Support, to the District's governing team, and other District staff as needed, including leadership training and support; coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the District's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as agreed upon.

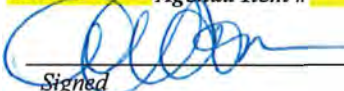
Date Item is to appear on **Board of Education Agenda:**

05/22/24

**Agenda Item #**

(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**



**Signed**

5/8/24

**Date**

Reviewed & approved by **Executive Director, Risk Management:**



**Signed**

May 13, 2024

**Date**

Please return signed contract to:

Luz Becerra

Board of Education Office

**Name**

**Department**



**Council of the Great City Schools  
Professional Services Agreement  
Assisting with Member District Governance**

This Professional Services Agreement ("Contract") is entered into by the **Council of the Great City Schools** ("Council") located at 1331 Pennsylvania Avenue, N.W., Suite 1100N, Washington, D.C. 20004 and Fresno Unified ("District") located at 12309 Tulare St., Fresno, CA 93721 for professional services to be provided by the Council to the District in accordance with and in consideration of the terms set forth herein.

**I. Scope**

The Council shall provide professional services, i.e. Coaching Support, to the District's governing team,<sup>1</sup> and other District staff as needed, that include, but are not limited to in-person or virtual: leadership training and support; coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the District's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as agreed upon in the Board Implementation Timeline ("Timeline") referenced in Section III of this Contract.

**II. Term**

This Contract shall begin on 04/29/2024 and shall remain in effect until 04/28/2026 (up to 24 months), unless completed or terminated in accordance with Section VI below.

**III. Cost to the District for the Two-Year Professional Services Agreement**

**A. Non-Refundable Base Fee.** The non-refundable base fee for the two-year Contract term is \$60,000.00, contingent upon meeting the requirements of Section III.B. of the Contract. However, a discount of \$20,000.00 will be given if the School Board's vote to approve this Contract is unanimous. The initial leadership training and support typically involves two days of on-site or virtual visits by Council team members. The non-refundable base fee is inclusive of preparation and planning prior to session and ongoing in-person and virtual coaching support to accomplish the deliverables set forth in the Board Implementation Timeline. A copy of the Board resolution reflecting the Board's vote shall be included with the signed Contract. The non-refundable base fee is due upon execution of this Contract.

**B. Non-Refundable Base Fee Requirements.** The Board will be eligible for the non-refundable base fee only if:

- 1) Within the first three (3) months of execution of this Contract, the Board has adopted a Board Implementation Timeline ("Timeline") identifying measurable, objective, and attainable activities and deliverables to be completed during the term of the Contract. The Timeline is a project management document that outlines the pacing of activities and deliverables to fully implement the student-outcomes focused governance framework. Reasonable modifications to the

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<sup>1</sup> For purposes of this contract, the "Governing Team" is defined as the School Board Members and the Superintendent of the school district.



Timeline are expected and shall be agreed upon by the Board and the Council;  
and,

- 2) The District completes the activities/deliverables within the Timeline. The determination as to whether the activities/deliverables are completed within the Timeline shall be made by the Council in consultation with the Board Chair.

### **C. Early Termination.**

As set forth in Section VII, if the Contract is terminated by the District prior to completion of the Timeline, the actual costs of services rendered will be charged to the District in accordance with Section IV. The non-refundable base fee will be applied to the amount of actual costs incurred; however, no portion of the non-refundable base fee will be returned to the District.

### **IV. Actual Costs to the District Upon Early Termination**

Actual costs will be assessed to the District for any completed activities/deliverables when the District terminates the Contract prior to completion of the Timeline, as follows:

- A. Compensation for Initial In-Person Session:** The initial in-person training and facilitation shall be charged at the cost of \$20,000.00 per full session.
- B. Compensation for Coaching Support:** Coaching Support shall be charged at a rate of \$1,000.00 per day or \$150.00 per hour, whichever is less, up to the date of termination of the Contract.
- C. Expenses Cap:** The maximum amount of actual costs that shall be charged to the District for services provided, exclusive of travel expenses, is \$100,000 (for unanimous vote) or \$120,000.00 (for non-unanimous vote) per 12-month period.

### **V. Subject Matter Experts:**

Service from Consultants who are Subject Matter Experts may be provided at \$1,000 per full day of service or at a rate of \$150 per hour—whichever is less. This amount may be invoiced after delivery of the services.

### **VI. Travel Expenses**

In addition to the non-refundable base fee for this Contract, the District shall reimburse the Council for all travel-related expenses incurred and necessary for the performance of the Contract services up to a total effective rate not to exceed \$2,500.00 per person, per trip. Such reimbursement shall include, but is not limited to, transportation to and within the region, lodging, and meals and will comply with all District policies, as well as state and local statutes.

### **VII. Termination**

Either party may terminate this Contract without cause after written notification to the other party at least thirty (30) calendar days in advance. Any termination by the District prior to completion of the activities/deliverables in the Board Implementation Timeline shall require immediate payment

by the District of actual costs for all services rendered and travel expenses incurred up to the date of the cancellation.

Signatures below signify acceptance of this Contract.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as approved/ratified by the Board of Education on \_\_\_\_\_.


Approval by District Representative:

_____	_____	_____
Signature	Print Full Name & Title	Date

Approval by Council Representative:

_____	_____	_____
Signature	Raymond C. Hart, Executive Director	Date

Approved As To Form:

 May 13, 2024  
Stacey Sandoval, Executive Director  
Risk Management

## **SAMPLE**

### **Board Implementation Timeline**

#### **Overview**

The Fresno Unified Board has identified the following objectives it wants to pursue to increase its focus on improving student outcomes.

- 1. Identify, clarify, and monitor progress regarding the community's vision and values**
  - Clearly identify the board's SMART Goals and Guardrails to improve student outcomes from within the existing Strategic Plan;
  - Adopt a monitoring calendar to serve as the framework for the Goals and Guardrails;
  - Implement a two-way community engagement process to engage, listen, and report on the community's vision and values for students;
  - Conduct quarterly self-evaluations to track the board's growth towards focusing on the adopted Goals and honoring of the adopted Guardrails; and,
  - Conduct annual superintendent evaluations based on the board's adopted Goals and Guardrails.
  
- 2. Redesign board meetings to be more focused on the Goals**
  - Invest at least fifty percent (50%) of board meeting time each month into monitoring progress toward the Goals (once they are adopted);
  - Review board agenda to create alignment with the Goals and Guardrails;
  - Conduct an analysis of how much time is spent on various items during the course of a given board meeting; and,
  - Review board calendar to create alignment with the Goals and Guardrails.
  
- 3. Codify board processes and practices**
  - Review and, if needed, revise the board's operating procedures to clarify distinct work of the board (governance) and superintendent (management) as well as the shared work of both parties; and,
  - Provide effective governance trainings for community members.

The Board Chair, Board Admin, Superintendent, and CGCS Coach will meet monthly to coordinate activities.

#### **Additional Resources**

[Student Outcomes Focused Governance Manual](#)

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-29**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Ratify**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below**

**ITEM DESCRIPTION:** Included in the Board binders is information on Change Orders for the following projects:

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 13 includes but may not be limited to: tree removal; add concrete and revise room signage.

Original Contract Amount:	\$	11,654,000
Change Order(s) previously ratified:	\$	871,379
Change Order 13 presented for ratification:	\$	11,372
New Contract Amount:	\$	12,536,751

Bid 22-40, Hoover High School Library Modernization, Change Order 5 includes but may not be limited to: add concrete; remove carpet and polish concrete; repair and relocation of underground utilities; add data infrastructure; add irrigation; add relocation of security cameras, and add 6 days to contract duration.

Original Contract Amount:	\$	5,775,800
Change Order(s) previously ratified:	\$	139,694
Change Order 5 presented for ratification:	\$	73,685
New Contract Amount:	\$	5,989,179

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB), Change Order 2 (MPB) includes but may not be limited to: reroute underground sewer line; add concrete curb; add excavation and concrete slurry; add tree removal, and add 15 days to the contract duration.

Change Order 2 (New Kindergarten Building, Administration and Library Modernization) includes but may not be limited to: add underground sanitary sewer and gas line piping; window removal; add concrete and remove curb; relocate irrigation; add site lighting electrical circuits, and add 6 days to the contract duration.

Original Contract Amount (MPB, New Kindergarten Bldg, Admin and Library Mod, and Interim Housing):	\$	23,922,682
--	----	------------

Original Contract Amount (MPB):	\$	10,693,748
Change Order(s) previously ratified:	\$	215,167
Change Order 2 presented for ratification:	\$	67,818
New Contract Amount:	\$	10,976,733

Original Contract Amount (New Kindergarten Bldg, Admin & Library Mod):	\$	11,552,370
Change Order(s) previously ratified:	\$	12,258
Change Order 2 presented for ratification:	\$	85,514
New Contract Amount:	\$	11,650,142

Original Contract Amount (Interim Housing):	\$	1,676,564
Change Order(s) previously ratified:	\$	136,732
Current Contract Amount:	\$	1,813,296

New Contract Amount (MPB, New Kindergarten Bldg., Admin & Library Mod, and Interim Housing):	\$	24,440,171
--	----	------------

Bid 23-73R, Edison High School Exterior Painting, Change Order 1, includes but may not be limited to: paint mock-ups for board and community members acceptance, painting of portables, and add 73 days to the contract duration for inclement weather.

Original Contract Amount:	\$	452,000
Change Order 1 presented for ratification:	\$	6,914
New Contract Amount:	\$	458,914

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$238,389 are available in the Measure M Fund for Bids 22-01, 22-40, and 23-33 and \$6,914 is available in the School Facilities Fund for Bid 23-73R.

PREPARED BY: Ann Loorz

DIVISION: Operational Services  
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

INTERIM SUPERINTENDENT APPROVAL:  
Mao Misty Her







## Change Order

**PROJECT NAME:**

FUSD Addams Elementary Building Additions/Moderniza  
2117 West McKinley Avenue  
Fresno CA 93728

**CHANGE ORDER No. :****13**

DSA File No. :

**10-48**

Application No.:

**02-117220****CONTRACTOR:**

AMG & Associates Inc  
26535 Summit Circle  
Santa Clarita CA 91350-

**DESIGNER'S PROJECT NO. :****1725****FUSD BID/CONTRACT NO.****22-01****CONTRACTOR P.O. NO. :****743100**

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

The original Contract Sum was .....	\$11,654,000.00
Net change by previously authorized Change Orders .....	\$871,379.12
The Contract Sum prior to this Change Order was .....	\$12,525,379.12
The Contract Sum will be adjusted by .....	\$11,371.52
The new Contract Sum including this Change Order will be .....	\$12,536,750.64
The Contract Completion date prior to this Change Order was .....	5/5/2024
The Contract Time will be adjusted by .....	( 0 ) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	5/5/2024

**NOTE:** Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

**Recommended by:**

Darden Architects  
6790 N. West Ave  
Fresno, California 93711

**Accepted by:**

AMG & Associates Inc  
26535 Summit Circle  
Santa Clarita CA 91350-

**Authorized by:**

Fresno Unified School District  
2309 Tulare Street  
Fresno CA 93721-

**DESIGNER:**

By:

Date: **03.27.2024****CONTRACTOR:**

Anthony R. Traverso  
Digitally signed by Anthony R. Traverso  
Date: 2024.03.27 10:58:22 -07'00'

By:

Date:

**OWNER:**

By: Alex Belanger, Assoc. Sup.

Date:

## Change Order



FUSD Addams Elementary Building Additions/Modernization

CHANGE ORDER NO.: 13

DATE

Project No.: 1725

**You are directed to make the following changes in this Contract:**

Item 13 - 1

**DESCRIPTION OF CHANGE:**

Remove and dispose of the two existing trees in front of the interim portable buildings.

**REASON FOR CHANGE:**

Removing two trees in front of the interim portable buildings is necessary to facilitate access for the removal of the buildings.

**CHANGE CATEGORY:**

District Requested change.

**DOCUMENT REFERENCE:**

COR073 OTP38

Amount of this Change Order Item:	INCREASE	\$3,108.32
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 13 - 2

**DESCRIPTION OF CHANGE:**

Provide and install concrete along the east side of the admin parking lot to fill area between the parking curb and the adjacent sidewalk.

**REASON FOR CHANGE:**

Project documents did not include fill for the area between the parking curb and the existing sidewalk.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

COR074 RFI174

Amount of this Change Order Item:	INCREASE	\$6,932.20
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 13 - 3

**DESCRIPTION OF CHANGE:**

Provide and install revised room ID signage for eight classrooms in wing B.

**REASON FOR CHANGE:**

The existing classroom numbers in wing B needed to be changed to create a more fluent classroom numbering system

**CHANGE CATEGORY:**

District Requested change.

**DOCUMENT REFERENCE:**

COR075 OTP40

Amount of this Change Order Item:	INCREASE	\$1,331.00
Time adjustment by this Change Order Item:	UNCHANGED	0



*You are directed to make the following changes in this Contract:*

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$11,371.52
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

\*\*\* End of CHANGE ORDER \*\*\*

13

Change Order Item Detail



## Project Financial Summary

### Facilities Management & Planning

**Project Name:** Addams Elementary Building additions

**Date:** 03/20/24

**Contractor:** AMG & Assoc.

**DSA #:** Interim 02-118888 02-117220

**Architect:** Darden Architect

**BID #:** 22-01

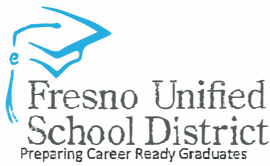
**Change Order:** # 013

### Contract Summary:

Bid Award Amount(s)			
Base Bid:	\$ 11,557,000.00	Building Additions and Modernization	\$ 11,557,000.00
			\$ -
Add Alt. 1	97,000	West Staff Parking Lot	\$ 97,000.00
Add Alt 2			\$ -
Add Alt 3			\$ -
Add Alt 4			\$ -
<b>Total Agreement Amount:</b>			<b>\$ 11,654,000.00</b>

### Contract Adjustments:

Total Contract Amount						\$ 11,654,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer F &amp; O</u>	<u>District/Designer</u>	<u>Total</u>
Main CO #001	\$ (26,557.82)	\$ 14,079.96	\$ 3,746.60	\$ 996.31	\$ -	\$ (7,734.95)
Main CO #002	\$ 9,581.67	\$ -	\$ 25,232.93	\$ 7,040.00	\$ -	\$ 41,854.60
Main CO #003	\$ 2,854.50	\$ -	\$ 1,588.83	\$ 11,738.40	\$ -	\$ 16,181.73
Main CO #004	\$ -	\$ -	\$ 4,512.20	\$ 8,507.26	\$ -	\$ 13,019.46
Main CO #005	\$ -	\$ -	\$ -	\$ 6,316.61	\$ -	\$ 6,316.61
Main CO #006	\$ -	\$ -	\$ 14,144.90	\$ 18,817.83	\$ 1,577.70	\$ 34,540.43
Main CO #007	\$ 1,113.20	\$ -	\$ 23,435.60	\$ 29,691.48	\$ -	\$ 54,240.28
Main CO #008	\$ -	\$ -	\$ -	\$ 33,198.35	\$ -	\$ 33,198.35
Main CO #009	\$ 435,747.96	\$ -	\$ -	\$ 19,541.16	\$ -	\$ 455,289.12
Main CO #010	\$ -	\$ -	\$ 130,724.44	\$ -	\$ -	\$ 130,724.44
Main CO #011	\$ 49,813.84	\$ -	\$ -	\$ 29,448.17	\$ -	\$ 79,262.01
Main CO #012	\$ 10,710.74	\$ -	\$ -	\$ 3,776.30	\$ -	\$ 14,487.04
Main CO #013	\$ 4,439.32	\$ -	\$ -	\$ 6,932.20	\$ -	\$ 11,371.52
Possible Exposure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 487,703.41	4% \$ 14,079.96	0% \$ 203,385.50	2% \$ 176,004.07	2% \$ 1,577.70	0% \$ 882,750.64
Total Contract Amount with Adjustments						\$ 12,536,750.64



## Change Order

PROJECT NAME:  
FUSD Hoover H.S. Library Modernization  
5550 N First St.  
Fresno, CA 93710

CHANGE ORDER No. :

05

DSA File No. : 10-H8

Application No.: 02-118466

CONTRACTOR:  
Marko Construction Group Inc  
3675 E. Jensen Ave.  
Fresno CA 93725-

DESIGNER'S PROJECT NO. : 1673.2

FUSD BID/CONTRACT NO. 22-40

CONTRACTOR P.O. NO. : 757367

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

The original Contract Sum was .....	\$5,775,800.00
Net change by previously authorized Change Orders .....	\$139,693.26
The Contract Sum prior to this Change Order was.....	\$5,915,493.26
The Contract Sum will be adjusted by.....	\$73,684.98
The new Contract Sum including this Change Order will be.....	\$5,989,178.24
The Contract Completion date prior to this Change Order was .....	8/6/2023
The Contract Time will be adjusted by.....	6 Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	8/12/2023

*NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Darden Architects  
6790 N. West Ave  
Fresno, California 93711

Accepted by:

Marko Construction Group Inc  
3675 E. Jensen Ave.  
Fresno CA 93725-

Authorized by:

Fresno Unified School District  
2309 Tulare Street  
Fresno CA 93721-

DESIGNER:

By:

Date: 03.20.24

CONTRACTOR:

By:

Date: 3/26/24

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 4/1/24

FUSD Hoover H.S. Library Modernization  
CHANGE ORDER NO.: 05  
DATE  
Project No.: 1673.2

*You are directed to make the following changes in this Contract:*

Item 05 - 1

**DESCRIPTION OF CHANGE:**

Replace decomposed granite around canopy columns with raised concrete curbs & additional steel reinforcement of benches.

**REASON FOR CHANGE:**

Decomposed granite would require constant maintenance and replacement.

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

OTP 3 RFP 13

Amount of this Change Order Item:	INCREASE	\$25,378.67
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 2

**DESCRIPTION OF CHANGE:**

Remove carpet and provide polished concrete floor finish to Classroom F114.

**REASON FOR CHANGE:**

Replacing the carpet with a polished concrete floor finish will mitigate floor stains and maintenance from Ink Room F116.

**CHANGE CATEGORY:**

District Requested change.

**DOCUMENT REFERENCE:**

RFP 0 COR 25.

Amount of this Change Order Item:	INCREASE	\$17,644.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 3

**DESCRIPTION OF CHANGE:**

Repair the hydronics valve and reinstall the hydronics valve box West of the Library with additional structural support.

**REASON FOR CHANGE:**

The repair of the hydronics valve and utility box reinstall was necessary due to a broken hydronics valve caused by the valve box settling.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

COR 3 RFI 196.

Amount of this Change Order Item:	INCREASE	\$3,654.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 4

**DESCRIPTION OF CHANGE:**

Relocate and raise the painted graphics in North side entrance.

**REASON FOR CHANGE:**

Installed cubicle partition wall conflicted with the painted graphic, requiring the painted graphic to be relocated above the top of the partition.

**CHANGE CATEGORY:**

District Requested change.

**DOCUMENT REFERENCE:**

COR 4

Amount of this Change Order Item:	INCREASE	\$3,960.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 5

**DESCRIPTION OF CHANGE:**

Provide a dedicated circuit to the building management system control panel in the Mechanical Room F118.

**REASON FOR CHANGE:**

Project documents did not include the required electrical circuit to the building management system control panel in the mechanical room.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

COR 4 RFI 201

Amount of this Change Order Item:	INCREASE	\$2,068.63
Time adjustment by this Change Order Item:	INCREASE	2

Item 05 - 6

**DESCRIPTION OF CHANGE:**

Provide an additional irrigation line at the turf area east of the Library.

**REASON FOR CHANGE:**

FUSD Irrigation Department requested a shorter spray from the irrigation heads, which required an additional irrigation line.

**CHANGE CATEGORY:**

District Requested change.

**DOCUMENT REFERENCE:**

COR 4 RFI 200

Amount of this Change Order Item:	INCREASE	\$3,720.75
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 7

**DESCRIPTION OF CHANGE:**

Cut, cap and relocate existing underground water line out of the footprint of the new canopy pier footings.

**REASON FOR CHANGE:**

The existing main water line was found to be in conflict with the new pier footings. It was necessary to relocate the main water line outside of the pier footing footprint.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

COR 0 RFI 071

Amount of this Change Order Item:	INCREASE	\$2,794.00
Time adjustment by this Change Order Item:	UNCHANGED	0

**You are directed to make the following changes in this Contract:**

Item 05 - 8

**DESCRIPTION OF CHANGE:**

Reroute conduit for (3) exterior cameras, (1) fire alarm box, and (1) speaker box. Relocate (6) interior cameras to ceiling and interior exit sign.

**REASON FOR CHANGE:**

FUSD Camera Department requested the relocation of the devices to provide better camera coverage.

**CHANGE CATEGORY:**

District Requested change.

**DOCUMENT REFERENCE:**

OTP 4      COR 48

Amount of this Change Order Item:	INCREASE	\$5,304.07
Time adjustment by this Change Order Item:	INCREASE	2

Item 05 - 9

**DESCRIPTION OF CHANGE:**

Supply and install data ports at all monitor locations.

**REASON FOR CHANGE:**

Project documents did not include required data ports for the new monitors in the Library.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

COR 4      RFI 17

Amount of this Change Order Item:	INCREASE	\$9,160.86
Time adjustment by this Change Order Item:	INCREASE	2

<b>TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>INCREASE</b>	<b>\$73,684.98</b>
<b>TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>INCREASE</b>	<b>6 Days</b>

**\*\*\* End of CHANGE ORDER \*\*\***

**05**

Change Order Item Detail



## Project Financial Summary

### Facilities Management & Planning

**Project Name:** Hoover HS -  
Library Mod

**Date:** 4/4/24

**Contractor:** Marko Construction Group, Inc.

**Architect:** Darden

**DSA #:** 02-118466

**Change Order:** 5

**BID #:** 22-40

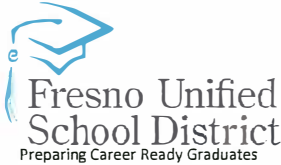
### Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 5,775,800.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
<b>Total Agreement Amount:</b>		<b>\$ 5,775,800.00</b>

### Contract Adjustments:

Total Contract Amount										\$ 5,775,800.00	
Contract Adjustments:		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total				
CO #001	\$	-	\$ -	\$ 33,830.39	\$ 3,005.44	\$ -	\$ 36,835.83				
CO #002		(73,210.06)	\$ -	\$ 1,589.50	\$ -	\$ -	\$ (71,620.56)				
CO #003	\$	4,419.20	\$ -	\$ 35,398.22	\$ 71,292.01	\$ -	\$ 111,109.43				
CO #004	\$	(2,660.84)	\$ 8,584.39	\$ 24,022.10	\$ 33,422.91	\$ -	\$ 63,368.56				
CO #005	\$	30,628.82	\$ -	\$ 2,794.00	\$ 14,883.49	\$ 25,378.67	\$ 73,684.98				
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## Change Order

PROJECT NAME:  
FUSD Del Mar Elementary New MPR

CHANGE ORDER No. :

02

DSA File No. : 10-H8

Application No.: 02-118803

CONTRACTOR:  
Davis Moreno Construction, Inc.  
4720 N. Blythe  
Fresno CA 93722-

DESIGNER'S PROJECT NO. : 1940

FUSD BID/CONTRACT NO. 23-33

CONTRACTOR P.O. NO. : 77 7945A

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

The original Contract Sum was .....	\$10,693,748.00
Net change by previously authorized Change Orders .....	\$215,166.53
The Contract Sum prior to this Change Order was.....	\$10,908,914.53
The Contract Sum will be adjusted by.....	\$67,818.52
The new Contract Sum including this Change Order will be.....	\$10,976,733.05
The Contract Completion date prior to this Change Order was .....	12/16/2024
The Contract Time will be adjusted by.....	( 15) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	12/31/2024

*NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Darden Architects  
6790 N. West Ave  
Fresno, California 93711

Accepted by:

Davis Moreno Construction, Inc.  
4720 N. Blythe  
Fresno CA 93722-

Authorized by:

Fresno Unified School District  
2309 Tulare Street  
Fresno CA 93721-

DESIGNER:

By:

Date: 02/06/2024

CONTRACTOR:

By:

Date: 3/20/2024

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 3/22/24

FUSD Del Mar Elementary New MPR  
CHANGE ORDER NO.: 02  
DATE  
Project No.: 1940

*You are directed to make the following changes in this Contract:*

Item 02 - 01	<b>DESCRIPTION OF CHANGE:</b> Reroute Sewer for existing Admin - existing line in footprint of New building overex	
	<b>REASON FOR CHANGE:</b> The existing sewer line serving the old Admin building is in the new building footprint and needs to be rerouted to keep building in use during construction.	
	<b>CHANGE CATEGORY:</b> Unknown, Unforeseeable, Hidden	
	<b>DOCUMENT REFERENCE:</b> OTP-019	
	Amount of this Change Order Item: INCREASE \$19,373.26	
	Time adjustment by this Change Order Item: INCREASE 6	
Item 02 - 02	<b>DESCRIPTION OF CHANGE:</b> Add 6" concrete curbs to custodial room 104 with dowel embeds	
	<b>REASON FOR CHANGE:</b> Provide 6" concrete curb for maintenance and health code at Custodial room 104	
	<b>CHANGE CATEGORY:</b> Designer E & O.	
	<b>DOCUMENT REFERENCE:</b> OTP 024	
	Amount of this Change Order Item: INCREASE \$2,261.51	
	Time adjustment by this Change Order Item: UNCHANGED 0	
Item 02 - 03	<b>DESCRIPTION OF CHANGE:</b> Add concrete curb at Storefront window wall per RFP 002	
	<b>REASON FOR CHANGE:</b> The storefront windows were shown on concrete slab in the MPR - a 6" concrete curb was added for a maintenance and cleaning	
	<b>CHANGE CATEGORY:</b> Designer E & O.	
	<b>DOCUMENT REFERENCE:</b> OTP 021	
	Amount of this Change Order Item: INCREASE \$3,944.48	
	Time adjustment by this Change Order Item: UNCHANGED 0	

**You are directed to make the following changes in this Contract:**

Item 02 - 04

**DESCRIPTION OF CHANGE:**

Provide additional footing excavation and installation of sand slurry at bottom of MPR Bldg. footings in an effort to mitigate any weather impacts and further delays

**REASON FOR CHANGE:**

Add a slurry base to stabilize the bottom of footing with heavy wet weather expected. This would minimize delays in dry out time

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

OTP-023

Amount of this Change Order Item:	INCREASE	\$11,785.09
Time adjustment by this Change Order Item:	INCREASE	5

Item 02 - 05

**DESCRIPTION OF CHANGE:**

Remove tree and grind stump in conflict with the new underground electrical conduit system for the new Switchgear. Protect existing buildings, utilities and irrigations system.

**REASON FOR CHANGE:**

The existing tree at the Southwest side of the campus is in conflict with the revised PG&E pathways for the switch gear service.

**CHANGE CATEGORY:**

Governing Agency,

**DOCUMENT REFERENCE:**

OTP-22

Amount of this Change Order Item:	INCREASE	\$7,854.69
Time adjustment by this Change Order Item:	UNCHANGED	4

Item 02 - 06

**DESCRIPTION OF CHANGE:**

Remove 4 trees for install of AT&T conduits to Data Building

**REASON FOR CHANGE:**

The existing trees are in the path of the 2 - 4" conduits required by AT&T - the damaged roots would cause trees to die or fall

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP-107

Amount of this Change Order Item:	INCREASE	\$22,599.49
Time adjustment by this Change Order Item:	UNCHANGED	0

<b>TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>INCREASE</b>	<b>\$67,818.52</b>
<b>TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>UNCHANGED</b>	<b>15 Days</b>

**\*\*\* End of CHANGE ORDER \*\*\***

**02**

Change Order Item Detail

Project Name: Del Mar - MPR Proj - MPR

Date: 3/21/24

Contractor: Davis Moreno Construction, Inc.

DSA #: 02-118803

Architect: Darden

BID #: 23-33

Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid-MPR:		\$ 10,693,748.00
Add Alternate 1: Kinder, Admin, Library Mod		\$ 11,552,370.00
Add Alternate 2: Interim Housing		\$ 1,676,564.00
Total Agreement Amount:		\$ 23,922,682.00

Contract Adjustments: Interim Housing

Total Contract Amount												\$ 1,676,564.00		
Contract Adjustments:														
		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	\$	4,220.89	\$	14,069.91	\$	11,326.06	\$	107,115.34	\$	-	\$	136,732.20		
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
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Totals:	\$	4,220.89	0.0%	\$ 14,069.91	0.1%	\$ 11,326.06	0.0%	\$ 107,115.34	0.4%	\$ -	0.0%	\$ 136,732.20	\$ 136,732.20	8.2%
Total Contract Amount with Adjustments													\$ 1,813,296.20	0.6%

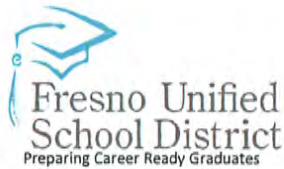
Contract Adjustments: New MPR

Total Contract Amount													\$ 10,693,748.00	
Contract Adjustments:														
		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	\$	-	\$	-	\$	122,242.58	\$	18,187.86	\$	74,736.09	\$	215,166.53		
CO #002	\$	-	\$	7,854.69	\$	41,972.75	\$	6,205.99	\$	11,785.09	\$	67,818.52		
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Totals:	\$	-	0.0%	\$ 7,854.69	0.4%	\$ 164,215.33	9.1%	\$ 24,393.85	1.3%	\$ 86,521.18	4.8%	\$ 282,985.05	\$ 282,985.05	2.6%
Total Contract Amount with Adjustments													\$ 10,976,733.05	1.2%

Contract Adjustments: Kinder Bldg, Admin Mod, Library Mod

Total Contract Amount													\$ 11,552,370.00	
Contract Adjustments:														
		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	\$	-	\$	-	\$	17,092.79	\$	-	\$	(4,835.43)	\$	12,257.36		
CO #002	\$	-	\$	-	\$	8,436.49	\$	77,077.46	\$	-	\$	85,513.95		
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Totals:	\$	-	0.0%	\$ -	0.0%	\$ 25,529.28	9.0%	\$ 77,077.46	27.2%	\$ (4,835.43)	-1.7%	\$ 97,771.31	\$ 97,771.31	0.8%
Total Contract Amount with Adjustments													\$ 11,650,141.31	0.4%
Subtotal												\$	517,488.56	
Total												\$	24,440,170.56	2.2%





## Change Order

**PROJECT NAME:**

FUSD Del Mar Kindergarten Buildings and Modernization  
4122 N. Del Mar Ave  
Fresno CA 93704

**CHANGE ORDER No. :**

02

**DSA File No. :**

10-48

**Application No.:**

02-119171

**CONTRACTOR:**

Davis Moreno Construction, Inc.  
4720 N. Blythe  
Fresno CA 93722-

**DESIGNER'S PROJECT NO. :**

1942

**FUSD BID/CONTRACT NO.**

23-33

**CONTRACTOR P.O. NO. :**

777945B

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

The original Contract Sum was .....	\$11,552,370.00
Net change by previously authorized Change Orders .....	\$12,257.36
The Contract Sum prior to this Change Order was.....	\$11,564,627.36
The Contract Sum will be adjusted by.....	\$85,513.95
The new Contract Sum including this Change Order will be.....	\$11,650,141.31
The Contract Completion date prior to this Change Order was .....	12/16/2024
The Contract Time will be adjusted by.....	( 6 ) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	12/22/2024

*NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

**Recommended by:**

Darden Architects  
6790 N. West Ave  
Fresno, California 93711

**Accepted by:**

Davis Moreno Construction, Inc.  
4720 N. Blythe  
Fresno CA 93722-

**Authorized by:**

Fresno Unified School District  
2309 Tulare Street  
Fresno CA 93721-

**DESIGNER:**

By: Antonio J. Avila

Date: 03/01/2024

**CONTRACTOR:**

By:

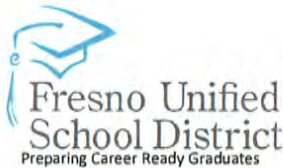
Date: 3/20/2024

**OWNER:**

By: Alex Belanger, Assoc. Sup.

Date: 3/20/24

## Change Order



FUSD Del Mar Kindergarten Buildings and Modernizations  
CHANGE ORDER NO.: 02  
DATE  
Project No.: 1942

**You are directed to make the following changes in this Contract:**

Item 02 - 1

**DESCRIPTION OF CHANGE:**

Provide new sewer service to Admin Building

**REASON FOR CHANGE:**

The project documents included the re-use of the existing underground sewer line for the Admin bldg. The existing sewer line was found to be corroded and did not have enough flow to serve the Admin appropriately

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

OTP -010

Amount of this Change Order Item:	INCREASE	\$31,758.82
Time adjustment by this Change Order Item:	INCREASE	6 non-compensable

Item 02 - 2

**DESCRIPTION OF CHANGE:**

Remove existing steel cased windows hidden behind wall infill framing

**REASON FOR CHANGE:**

The existing steel cased windows were hidden behind existing wall infill framing (existing as-builts showed them to be removed in previous project)

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP-09

Amount of this Change Order Item:	INCREASE	\$2,937.73
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 3

**DESCRIPTION OF CHANGE:**

Sawcut and demo existing curbs and patch back concrete at Admin Building B

**REASON FOR CHANGE:**

The existing concrete curbs are not shown on existing plans and interfere with open spaces in new admin plan.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP 08

Amount of this Change Order Item:	INCREASE	\$1,308.91
Time adjustment by this Change Order Item:	UNCHANGED	0

**You are directed to make the following changes in this Contract:**

Item02 - 4

**DESCRIPTION OF CHANGE:**

Furnish and install new gas line to serve the administration

**REASON FOR CHANGE:**

In the course of construction it was discovered that the existing underground gas line would not accommodate the needs of the Administration building. A larger gas line was needed.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:	INCREASE	\$20,173.81
Time adjustment by this Change Order Item:	UNCHANGED	0

Item02 - 5

**DESCRIPTION OF CHANGE:**

Relocate existing Irrigation Main line out of Kindergarten Bldg. Pad over excavation

**REASON FOR CHANGE:**

During demolition, it was discovered that an existing irrigation line ran 4' off of the north wall line. This irrigation line was rerouted further north to avoid being in over-excavation and the building pad.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

COR 043R OTP 006

Amount of this Change Order Item:	INCREASE	\$4,189.85
Time adjustment by this Change Order Item:	UNCHANGED	0

Item02 - 6

**DESCRIPTION OF CHANGE:**

Provide electrical conduit and circuit to reconnect existing parking lot lighting to power source

**REASON FOR CHANGE:**

Provide power from Building D to existing parking lot on Ashlan Ave that was cut off during modernization. Of Bldg. B. Per District request, additional power was needed at the parking lot along Ashlan for lighting and safety

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

OTP-005 COR 048

Amount of this Change Order Item:	INCREASE	\$25,144.83
Time adjustment by this Change Order Item:	UNCHANGED	0

<b>TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>INCREASE</b>	<b>\$85,513.95</b>
<b>TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>INCREASE</b>	<b>6 Days</b>

**\*\*\* End of CHANGE ORDER \*\*\***

02

Change Order Item Detail



# Fresno Unified School District

Facilities Management & Planning

## Project Financial Summary

Project Name: Del Mar - MPR Proj - MPR

Date: 3/21/24

Contractor: Davis Moreno Construction, Inc.

DSA #: 02-118803

Architect: Darden

BID #: 23-33

Change Order: 2

### Contract Summary:

Bid Award Amount(s)	
Base Bid-MPR:	\$ 10,693,748.00
Add Alternate 1: Kinder, Admin, Library Mod	\$ 11,552,370.00
Add Alternate 2: Interim Housing	\$ 1,676,564.00
<b>Total Agreement Amount:</b>	<b>\$ 23,922,682.00</b>

### Contract Adjustments: Interim Housing

Total Contract Amount											\$ 1,676,564.00		
Contract Adjustments:													
		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>	<u>Total</u>		
CO #001	\$	4,220.89		\$ 14,069.91		\$ 11,326.06		\$ 107,115.34		\$ -	\$ 136,732.20		
	\$	-		\$ -		\$ -		\$ -		\$ -	\$ -		
	\$	-		\$ -		\$ -		\$ -		\$ -	\$ -		
Totals:	\$	4,220.89	0.0%	\$ 14,069.91	0.1%	\$ 11,326.06	0.0%	\$ 107,115.34	0.4%	\$ -	0.0%	\$ 136,732.20	
Total Contract Amount with Adjustments											\$ 136,732.20	8.2%	0.6%
											\$ 1,813,296.20		

### Contract Adjustments: New MPR

Total Contract Amount											\$ 10,693,748.00	
Contract Adjustments:												
		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>	<u>Total</u>	
CO #001	\$	-		\$ -		\$ 122,242.58		\$ 18,187.86		\$ 74,736.09	\$ 215,166.53	
CO #002	\$	-		\$ 7,854.69		\$ 41,972.75		\$ 6,205.99		\$ 11,785.09	\$ 67,818.52	
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### Contract Adjustments: Kinder Bldg, Admin Mod, Library Mod

Total Contract Amount											\$ 11,552,370.00										
Contract Adjustments:																					
		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>	<u>Total</u>										
CO #001	\$	-	\$	-	\$	17,092.79	\$	-	\$	(4,835.43)	\$	12,257.36									
CO #002	\$	-	\$	-	\$	8,436.49	\$	77,077.46	\$	-	\$	85,513.95									
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-									
Totals:																					
	\$	-	0.0%	\$	-	0.0%	\$	25,529.28	9.0%	\$	77,077.46	27.2%	\$	(4,835.43)	-1.7%	\$	97,771.31	\$	97,771.31	0.8%	0.4%
Total Contract Amount with Adjustments													\$ 11,650,141.31								
													Subtotal		\$ 517,488.56						
													Total		\$ 24,440,170.56		2.2%				



# CHANGE ORDER

**PROJECT NAME:**

Edison High School  
Exterior Painting

**CHANGE ORDER No. :****001**

DSA File No.: N/A

Application No.: N/A

**CONTRACTOR :**

Primal Paint, Inc.  
117 Bernal Rd. 70-625  
San Jose, CA 95119

**DESIGNER'S PROJECT No.:** N/A**FUSD BID/CONTRACT No.:** 23-73R**CONTRACTOR P.O. No.:** 793569

*Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:*

The original Contract Sum was .....	\$	452,000.00
Net change by previously authorized Change Orders .....	\$	-
The Contract Sum prior to this Change Order was .....	\$	452,000.00
The Contract Sum will be adjusted by .....	\$	6,914.00
The new Contract Sum, including this Change Order will be .....	\$	458,914.00
The Contract Completion date prior to this Change Order was .....		1-December-2024
The Contract Time will be adjusted by .....		(73) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....		12-Feb-2024

**NOTE:** Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

**Recommended by:**

ARCHITECT/ENGINEER:  
N/A

By: N/A

Date: \_\_\_\_\_

**Accepted by:**

CONTRACTOR:  
Primal Paint, Inc.

By: \_\_\_\_\_

Date: 02/01/2024

**Authorized by:**

OWNER  
Fresno Unified School District

By: Alex Belanger

Date: 2/2/24

Change Order Summary



## CHANGE ORDER

*You are directed to make the following changes in this Contract:*

Item 1-1	<b>DESCRIPTION OF CHANGE:</b>	
	Perform Color Mock-ups at Pool Area.	
	<b>REASON FOR CHANGE:</b>	
	Needed for board and community members' decision-making on final color selections.	
	<b>CHANGE CATEGORY:</b>	
	District Requested Change	
	<b>DOCUMENT REFERENCE:</b>	
	Primal Paint, Inc.'s Work Order 1188 dated 10/3/2023	
	Amount of this Change Order Item:	Increase: \$5,824.00
	Time adjustment by this Change Order Item:	Increase: (5) Calendar Days
Item 1-2	<b>DESCRIPTION OF CHANGE:</b>	
	Repaint at Portables	
	<b>REASON FOR CHANGE:</b>	
	The contractor was required to repaint portables due to damage caused by irrigation.	
	<b>CHANGE CATEGORY:</b>	
	District Requested Change	
	<b>DOCUMENT REFERENCE:</b>	
	Primal Paint, Inc.'s Work Order 1191 dated 10/10/2023	
	Amount of this Change Order Item:	Increase: \$1,090.00
	Time adjustment by this Change Order Item:	Increase: (1) Calendar Days
Item 1-3	<b>DESCRIPTION OF CHANGE:</b>	
	Project Schedule Extension	
	<b>REASON FOR CHANGE:</b>	
	The contractor's daily start time was delayed to better accommodate school site operations. District accepted delay request for rain, fog and wind.	
	<b>CHANGE CATEGORY:</b>	
	Unknown, Unforeseen, Hidden	
	<b>DOCUMENT REFERENCE:</b>	
	Primal Paint, Inc.'s revised schedule dated 2/1/2024	
	Amount of this Change Order Item:	Increase: \$0
	Time adjustment by this Change Order Item:	Increase: (67) Calendar Days
TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE: \$6,914.00
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE (73) CALENDAR DAYS

\*\*\* End of CHANGE ORDER \*\*\*

Change Order Item Detail



Maintenance & Operations

## Project Financial Summary

Project Name: Edison HS - Exterior Paint

Date: 02/01/24

Contractor: Primal Paint, Inc.

DSA #: N/A

Architect: N/A

BID #: 23-73R

Change Order: 001

### Contract Summary:

Bid Award Amount(s)

Base Bid:	\$	452,000.00
Base Bid:	\$	-
Additive Alternate 1:	\$	-
Additive Alternate 2:	\$	-
Additive Alternate 3:	\$	-
Additive Alternate 4:	\$	-
<b>Total Agreement Amount:</b>	<b>\$</b>	<b>452,000.00</b>

### Contract Adjustments:

Total Contract Amount

\$ 452,000.00

Contract Adjustments:

	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total
CO #001	\$ 5,824.00		\$ -		\$ 1,090.00				\$ -		\$ 6,914.00
CO #002	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
CO #003	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
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Totals: \$ 5,824.00 1% \$ - 0% \$ 1,090.00 0% \$ - 0% \$ - 0% \$ 6,914.00 \$ 6,914.00 1.5%

Total Contract Amount with Adjustments

\$ 458,914.00

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM A-30**

**AGENDA SECTION: A**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Ratify**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion**

**ITEM DESCRIPTION:** Included in the Board binders is a Notice of Completion for the project which has been completed according to plans and specifications as follows:

Bid 23-73R, Edison High School Exterior Painting

For Information Only

Original contract amount:	\$ 452,000
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Change Order(s) previously ratified:	\$ 6,914
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Contract amount:	\$ 458,914
------------------	------------

**FINANCIAL SUMMARY:** Retention funds are released in accordance with contract terms and California statutes.

**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services **PHONE**  
**NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





**NO FEE REQUIRED**

No Fee for recording in accordance with California  
Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND****WHEN RECORDED MAIL TO:**

Fresno Unified School District  
Purchasing Department  
4498 N. Brawley Avenue  
Fresno, CA 93722

**2024-0034551**

**FRESNO County Recorder**  
**Paul Dictos, CPA**

Tuesday, Apr 16, 2024 03:55:09 PM

**CONFORMED COPY**

Copy of document recorded.  
Has not been compared with original.

**NOTICE OF COMPLETION (AND ACCEPTANCE)**

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**  
  
(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")
5. A work of improvement on the property hereinafter described was accepted/completed on **February 12, 2024** The work done was **Exterior Painting** **Bid No. 23-73R**  
*This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.*
6. The Name of the contractor, if any, for such work of improvement was:  
**Primal Paint, Inc. 117 Bernal Rd. #70-625 San Jose, CA 95119 August 31, 2023**  
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:  
**Edison High School 540 E. California Ave. Fresno, CA 93706 DSA No.: N/A**

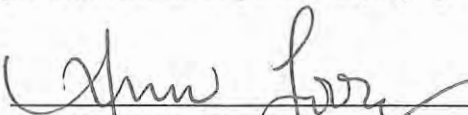
Date: **April 16, 2024**

  
Ann Looz, Executive Director of Purchasing  
Fresno Unified School District

**VERIFICATION**

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **April 16, 2024** at **Fresno**,

  
Ann Looz, Executive Director of Purchasing  
Fresno Unified School District

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM B-31**

**AGENDA SECTION: B**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Present and Adopt**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Present and Adopt Resolution 24-49, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2024/25

**ITEM DESCRIPTION:** Included in the Board binders is Resolution 24-49, to authorize the district's debt service estimate to be provided to the County of Fresno respecting unsold bonds for fiscal year 2024/25. The \$325 million Measure M bond was approved by district voters at an election held on March 03, 2020, and additional series of Measure M bonds or refunding bonds may be issued during fiscal year 2024/25.

In order to provide the resources required to enable the district to pay debt service on the next issue of bonds, the district is requesting the County of Fresno to levy a property tax on the upcoming tax rolls. Section 15252 of the Education Code requires the County to levy a tax for payment of bonds which a school district expects to be sold before the next tax levy, at the request of the district's governing board.

Resolution 24-49 authorizes the district to file a certified copy of the resolution with the Clerk of the Board of Supervisors and to provide an estimate of the debt service requirements for the next issue of bonds to the County Auditor-Controller, to identify the amount of property taxes required to be levied in the fiscal year for payment of the debt service on the bonds. The district will work with its financial advisor, Keygent, LLC, to make the appropriate filings with the County.

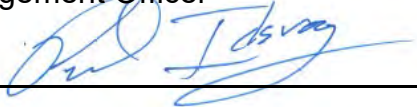
**FINANCIAL SUMMARY:** There is no direct fiscal impact to the district at this time.

**PREPARED BY:** Paul Idsvoog

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

**INTERM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 24-49**

**AUTHORIZING DEBT SERVICE INFORMATION TO BE PROVIDED TO  
THE COUNTY OF FRESNO RESPECTING UNSOLD GENERAL  
OBLIGATION BONDS AND REFUNDING GENERAL OBLIGATION  
BONDS OF THE FRESNO UNIFIED SCHOOL DISTRICT FOR FISCAL  
YEAR 2024-25**

**WHEREAS**, the Board of Education of the Fresno Unified School District (the "District") has authorized the issuance and sale of its not to exceed \$60,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series C, pursuant to the authorization under Measure M which was approved by the voters of the District at an election held on March 3, 2020 ("Measure M"); and

**WHEREAS**, the Board may authorize the issuance of an additional series of bonds under Measure M, and may authorize the issuance of one or more series of refunding general obligation bonds of the District, the debt service on which is required to be paid from *ad valorem* property taxes levied in fiscal year 2024-45 (the "Additional Bonds"); and

**WHEREAS**, pursuant to Section 15252 of the California Education Code, the Board of Supervisors of the County of Fresno (the "County") is required to levy a tax for the payment of bonds which have been authorized by the electors of the District but not yet sold, provided that the Board of Education of the District informs the County of its intention to issue and sell such bonds prior to the next tax levy; and

**WHEREAS**, the District wishes to inform the County prior to the next tax levy that it intends to issue and sell one or more series of Additional Bonds in 2024-25 which will require a tax levy on the 2024-25 tax rolls, and to provide the County with the information necessary to include in the 2024-25 tax levy a tax providing sufficient money to meet the payments of the principal of and interest on the unsold Additional Bonds; and

**WHEREAS**, the Board of Education wishes at this time to authorize District staff to make certain communications with the County respecting the foregoing;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Fresno Unified School District as follows:

**Section 1. Recitals.** The Board of Education hereby finds and determines that the foregoing recitals are true and correct.

**Section 2. Intention to Issue Additional Bonds.** The Governing Board hereby expresses its current expectation that it will cause the issuance and sale of one or more series of series of general obligation bonds and refunding general obligation bonds in fiscal year 2024-25, the debt service on which is required to be paid from the proceeds of *ad valorem* property taxes to be levied by the County for fiscal year 2024-25.

**Section 3. Information to County.** The Superintendent or the Chief Financial Officer of the District, or any authorized designee thereof, are hereby authorized to (a) file a certified copy of this Resolution with the Clerk of the Board of Supervisors, and (b) provide, or cause to be provided, an estimate of debt service for the Additional Bonds to the Auditor-Controller of the County at the earliest possible date following the adoption of this Resolution.

**Section 4. Request to County to Levy Tax.** The Board of Supervisors of the County is hereby requested, in accordance with Sections 15252 through 15254 of the Education Code, to adopt a tax rate which takes into account the issuance of one or more series of Additional Bonds as described in this Resolution, based upon estimated debt service schedules prepared by officers of the District or the District's consultants, and to levy an *ad valorem* property tax in fiscal year 2024-25 on all taxable property in the District sufficient to pay said debt service. The proceeds of such taxes shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

**Section. 5. Application of Tax Proceeds.** In the event that the Additional Bonds described herein are not sold during fiscal year 2024-25, or are sold in such amount and on such terms that the proceeds of the tax requested in Section 4, or any portion thereof, is not required for payment of debt service due on the Additional Bonds, the Board hereby requests that the Fresno County Auditor-Controller/Treasurer-Tax Collector, or other appropriate official of the County, cause the remaining proceeds of the respective tax to be held in the District's debt service fund and applied to debt service on other outstanding general obligation bonds of the District coming due in fiscal year 2024-25.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

\* \* \* \* \*

PASSED AND ADOPTED on May 22, 2024, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 22<sup>nd</sup> day of May, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Susan Wittrup President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

---

President of the Board of Education  
Fresno Unified School District

I, Valerie Davis, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 22<sup>nd</sup> day of May, 2024, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 22<sup>nd</sup> day of May, 2024.

---

Clerk of the Board of Education  
Fresno Unified School District

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM B-32**

**AGENDA SECTION: B**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Present and Adopt**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Present and Adopt Resolution 24-50, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020 (Measure M), Series C, in the Aggregate Principal Amount of Not to Exceed \$60,000,000, Authorizing the Execution and Delivery of a Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto

**ITEM DESCRIPTION:** Resolution 24-50, included in the Board binders, provides for the issuance and sale of Measure M General Obligation Bonds, Series C, in the aggregate principal amount of not to exceed \$60,000,000, which will be the third series of bonds issued under Measure M. The district has previously issued two series of bonds under Measure M in the total principal amount of \$205 million, which leaves \$120 million of bonds remaining to be issued. The Resolution authorizes the negotiated sale of the bonds and approves execution and delivery of related documents and actions. The bonds will be issued under applicable provisions of the California Government Code for the purpose of providing funding for school facility improvements for which they are authorized under Measure M, for identified priority projects over the next approximately 18 months, as shown below. The estimated cost of the projects totals less than \$60 million because the Measure M Series C issuance will also fund ongoing projects at Del Mar, Edison, Ericson, Roeding, Roosevelt, Sunnyside, and the Farber Educational Campus; future bond issuances will be recommended to continue project funding.

School/Site	Project	Est. Total Cost (\$Millions)	Board Award Date
Fresno	Auxiliary Gym and Tennis Courts	10	Apr. 2024
Kratt	Portable Classrooms	1.1	Apr. 2024
McLane	Auxiliary Gym and Tennis Courts	24.6	May 2024
Various	Deferred Maintenance & Small Capital Projects	10	Various
Yosemite	Administration Modernization	2.5	June 2024

Project implementation is pending Board approval and subject to change based on programs, priorities, and funding availability. Cost estimates are based on information currently available and depend on final project scope and bid pricing. Adoption of Resolution 24-50 approves the draft Preliminary Official Statement and draft Bond Purchase Agreement (available for review in the Board office).

**FINANCIAL SUMMARY:** Funding source is Measure M, approved by the voter electorate at an election held on March 03, 2020.

**PREPARED BY:** Paul Idsvoog

**DIVISION:** Operational Services **PHONE**  
**NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operating and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





# **Facility Improvement Program**

**Resolution 24-50: Issue Measure M Bonds (\$60 million)**

**Resolution 24-51: Issue Refunding Bonds**

**Resolution 24-49: Approve Tax Levy Resolution**

**May 22, 2024**

# Resolution 24-50: Issue Measure M Bonds (\$60 million)

- Approved in March 2020 by 60% of the voters, \$325 million
- Board identified projects to be funded
- Series A, \$80 million was issued in June of 2021
- Series B, \$125 million was issued in June of 2022
- This will be the third issuance of Measure M bonds
  - ▣ 100% current interest bonds
  - ▣ Interest rate estimated at 4.4% based on current rates
  - ▣ Debt service to principal ratio estimated at 1.9 to 1
  - ▣ After Series C, \$60 million in Measure M authorization will remain
- Updated bond rating to be requested from Moody's
  - ▣ Moody's previously assigned a 'Aa3' rating with a stable outlook

# Resolution 24-51: Refund General Obligation Bonds

- Refunding (refinancing) two previous bond issuances:
  - 2015 General Obligation Refunding Bonds
  - Election of 2010, Series E bonds
- Refinancing to be completed on a taxable basis per IRS regulations
- Estimated total savings: ~\$3 million
  - Refinancing also used to maintain District's tax rate of \$213.86 per \$100,000 of assessed value for 2023-24



# Resolution 24-49: 2024/25 Tax Levy Resolution

- The District has maintained stable tax rates for over a decade by working with the County Auditor-Controller each fiscal year to set the rates
- For fiscal year 2024/25, the County will set the levy to maintain the District's \$213.86 tax rate for future bonds
  - Bonds to be issued in 2024/25 (pending Board approval)
  - The County requires the following to levy the taxes:
    - Board-adopted tax levy resolution
    - Estimated bond amounts from the District's financial advisor
    - Signed letter from District administration

# Recommendation

- Adopt resolutions by roll call in support of the District's bond program
  - ▣ Resolution 24-50: Measure M, \$60 million
  - ▣ Resolution 24-51: Refund General Obligation Bonds
  - ▣ Resolution 24-49: 2024/25 Tax levy resolution

Adoption of resolutions also approves draft Preliminary Official Statement, Bond Purchase Agreement, and Escrow Agreement  
(available for review in the Board office)

**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 24-50**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
FRESNO UNIFIED SCHOOL DISTRICT AUTHORIZING THE  
ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS,  
ELECTION OF 2020, SERIES C IN THE PRINCIPAL AMOUNT  
OF NOT TO EXCEED \$60,000,000, AUTHORIZING THE  
EXECUTION AND DELIVERY OF A BOND PURCHASE  
AGREEMENT AND OFFICIAL STATEMENT, AND APPROVING  
DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO**

**WHEREAS**, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on March 3, 2020, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure M ("Measure M") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$325,000,000 (the "Measure M Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure M Bonds; and

**WHEREAS**, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure M Bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

**WHEREAS**, the District has previously issued an initial series of Measure M Bonds in the aggregate principal amount of \$80,000,000 and a second series of Measure M Bonds in the aggregate principal amount of \$125,000,000, leaving a remaining \$120,000,000 principal amount of Measure M Bonds which have been authorized but not issued; and

**WHEREAS**, the Board wishes at this time to initiate proceedings for the issuance and sale of a third series of Measure M Bonds under the Bond Law (the "Series C Bonds") as provided in this Resolution, for the purpose of providing additional financing for projects authorized under Measure M; and

**WHEREAS**, the District's application for a waiver of the statutory bonding capacity limitation (the "Waiver") has been granted by the State Board of Education at its meeting on November 5, 2020 as confirmed by an official disposition letter dated December 23, 2020, and issuance of the Series C Bonds will be in compliance with the Waiver; and

**WHEREAS**, pursuant to Government Code Section 5852.1 certain financial information relating to the Series C Bonds is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public; and

**WHEREAS**, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the issuance of the Series C Bonds will be in compliance with said policy;

**NOW, THEREFORE**, the Board of Education of the Fresno Unified School District hereby finds, determines, declares and resolves as follows:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Fresno Unified School District as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

**Section 1.01. Definitions.** The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Section 15146(g) of the Education Code.

“Board” means the Board of Education of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption of this Resolution and as amended hereafter.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, pursuant to which the Underwriter agrees to purchase the Series C Bonds and pay the purchase price therefore.

“Building Fund” means the fund established and held by the County under Section 3.03.

“Closing Date” means the date upon which there is a delivery of the Series C Bonds in exchange for the amount representing the purchase price of the Series C Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate with respect to the Series C Bonds, which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series C Bonds, including but not limited to the costs of preparation and reproduction

of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of the Municipal Advisor, Bond Counsel, consultants and other professional firms, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series C Bonds.

“County” means the County of Fresno, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Fresno County Auditor-Controller/Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the fund established and held by the County Treasurer under Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Fresno Unified School District, a unified school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Superintendent, the Chief Financial Officer or the Chief Operations and Classified Labor Management Officer of the District, or the written designee of such officers, or any other person authorized by resolution of the Board to act on behalf of the district with respect to this Resolution and the Series C Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California as in effect on the date of adoption of this Resolution and as amended hereafter.

“Federal Securities” means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi)

project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

“Interest Payment Dates” means the dates in each year during the term of the Series C Bonds on which interest is due and payable, as set forth in the Bond Purchase Agreement.

“Measure M” means the measure by that designation which was submitted to and approved by the requisite 55% of the voters of the district at an election held on March 3, 2020, authorizing the issuance of general obligation bonds of the district in the aggregate principal amount of \$325,000,000.

“Municipal Advisor” means Keygent LLC, as municipal advisor to the district in connection with the issuance and sale of the Series C Bonds.

“Office” means the office or offices of the Paying Agent for the payment of the Series C Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

“Outstanding,” when used as of any particular time with reference to Series C Bonds, means all Series C Bonds except (a) Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series C Bonds in lieu of or in substitution for which other Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series C Bond, means the person in whose name the ownership of such Series C Bond is registered on the Registration Books.

“Paying Agent” means the Paying Agent appointed by the district and acting as paying agent, registrar and authenticating agent for the Series C Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Record Date” means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series C Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the district may designate in a Written Request of the District delivered to the Paying Agent.

“Series C Bonds” means the not to exceed \$60,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series C, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Term Bonds” means any Series C Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

“Underwriter” means Piper Sandler & Co., on behalf of itself and Stifel Nicolaus & Company, Incorporated, as the designated underwriters of the Series C Bonds upon the negotiated sale thereof pursuant to Section 3.01.

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the district duly authorized to act on behalf of the district pursuant to a written certificate of a District Representative.

#### **Section 1.02. Interpretation.**

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction, or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term “may” be used herein with respect to an action by the District or any other party, such action shall be discretionary and the party who “may” take such action shall be under no obligation to do so.

(e) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

**Section 1.03. Authority for this Resolution; Findings.** This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series C Bonds, together with



all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

## ARTICLE II

### THE SERIES C BONDS

**Section 2.01. Authorization.** The Board hereby authorizes the issuance of the Series C Bonds in the aggregate principal amount not to exceed \$60,000,000 under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance the acquisition, construction and improvement of educational facilities and property of the district in accordance with Measure M, and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series C Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series C Bonds shall be designated the "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series C", together with such additional designation as shall be set forth in the Bond Purchase Agreement.

#### **Section 2.02. Terms of Series C Bonds.**

(a) Terms of Series C Bonds. The Series C Bonds shall be issued as fully registered bonds, without coupons, in such denominations as are specified in the Bond Purchase Agreement, but in an amount not to exceed the aggregate principal amount of Series C Bonds maturing in the year of maturity of the Series C Bond for which the denomination is specified. The Series C Bonds shall be lettered and numbered as the Paying Agent may prescribe and shall be dated as of the Closing Date.

Interest on the Series C Bonds shall be payable semiannually on each Interest Payment Date. Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series C Bond is in default at the time of authentication thereof, such Series C Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series C Bonds shall mature on the dates, in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof. Interest on the Series C Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers shall be printed on the Series C Bonds, but such numbers will not constitute a part of the contract evidenced by the Series C Bonds and any error or omission with respect thereto will not

constitute cause for refusal of any purchaser to accept delivery of and pay for the Series C Bonds. In addition, failure on the part of the district to use such CUSIP numbers in any notice to Series C Bond Owners will not constitute an event of default or any violation of the district's contract with such Owners and will not impair the effectiveness of any such notice. The district shall promptly notify the Paying Agent in writing of any change in CUSIP numbers.

(d) Payment. Interest on the Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series C Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. The principal of the Series C Bonds shall be payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to Series C Bonds which are held in the book-entry system of DTC.

### **Section 2.03. Redemption.**

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Series C Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Series C Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on the dates and in years set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection will be reduced in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Series C Bonds for Redemption. Whenever less than all the Outstanding Series C Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series C Bond will be deemed to consist of individual bonds of \$5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. The giving of such

notice shall not be a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of such Series C Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice to the Series C Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series C Bonds are to be called for redemption, shall designate the serial numbers of the Series C Bonds to be redeemed by giving the individual number of each Series C Bond or by stating that all Series C Bonds between two stated numbers, both inclusive, or by stating that all of the Series C Bonds of one or more maturities have been called for redemption, and shall require that such Series C Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series C Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Series C Bonds may state that it is conditional, in which case it shall make reference to the right of the district to rescind the notice as set forth in subsection (e) of this subsection.

Upon surrender of Series C Bonds redeemed in part only, the district shall execute, and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series C Bonds so called for redemption have been duly provided, the Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent shall cancel all Series C Bonds redeemed under this Section and will furnish a certificate of cancellation to the district.

Notwithstanding the foregoing provisions of this subsection, so long as the Series C Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Series C Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The district has the right to rescind any notice of the optional redemption of Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series C Bond Owners, or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Series C Bonds designated for redemption, at their addresses appearing on the Registration Books, and to the Securities Depositories and the Municipal Securities Rulemaking Board. The district may give a conditional notice of the optional redemption of any Series C Bonds under subsection (a) of this Section,

which notice shall make reference to the right of the district to rescind such notice as provided in this subsection (e).

**Section 2.04. Form of Series C Bonds.** The Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

**Section 2.05. Execution of Series C Bonds.** The Series C Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

**Section 2.06. Transfer of Series C Bonds.** Any Series C Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Series C Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The district may charge a reasonable sum for each new Series C Bond issued upon any transfer.

Whenever any Series C Bond is surrendered for transfer, the district shall execute, and the Paying Agent will authenticate and deliver new Series C Bonds for like aggregate principal amount. No transfer of Series C Bonds is required to be made (a) during the period established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond which has been selected for redemption.

**Section 2.07. Exchange of Series C Bonds.** The Series C Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series C Bonds of authorized denominations and of the same maturity. The district may charge a reasonable sum for each new Series C Bond issued upon any exchange (except in the case of any exchange of temporary Series C Bonds for definitive Series C Bonds). No exchange of Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after it has been selected for redemption.

**Section 2.08. Registration Books.** The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series C Bonds, which will at all times be open to inspection by the district upon reasonable notice. Upon presentation for such a purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register, or transfer the ownership of the Series C Bonds on the Registration Books.

**Section 2.09. Book-Entry System.** The following provisions of this Section shall apply only in the event the Underwriter requests that the ownership of the Series C Bonds be registered in the book-entry system of DTC.

In such event, and except as provided below, DTC shall be the Owner of all of the Series C Bonds, and the Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the district shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an Owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal of or interest on the Series C Bonds. The district shall cause to be paid all principal of and interest on the Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series C Bonds. In such event, the District shall issue, transfer and exchange Series C Bonds as requested by DTC and any other Owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any Depository System Participant having Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter of the District. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series C Bonds, and

neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series C Bonds or to any other party, including the DTC or its successor.

### **ARTICLE III**

#### **SALE OF SERIES C BONDS; APPLICATION OF PROCEEDS**

##### **Section 3.01. Sale of Series C Bonds; Approval of Sale Documents.**

(a) Negotiated Sale of Series C Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series C Bonds to the Underwriter. The Series C Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the Bond Purchase Agreement shall contain the following terms:

- (i) the Series C Bonds shall bear a rate of interest of not to exceed 8.00% per annum and the final maturity date of the Series C Bonds shall not exceed the limits contained in the Bond Law;
- (ii) the Series C Bonds shall have a ratio of total debt service to principal of not to exceed four to one;
- (iii) the Underwriter's discount shall not exceed 0.25% of the principal amount of the Series C Bonds, and shall be paid from the amount of original issue premium received by the Underwriter upon the sale of the Series C Bonds; and
- (iv) the Underwriter shall be required to pay all other costs of issuing the Series C Bonds from the original issue premium received by the Underwriter upon the sale of the Series C Bonds, as provided in the Bond Purchase Agreement.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District,

(b) Reasons for Negotiated Sale. In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series C Bonds at negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Series C Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating

alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Series C Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

As required by Section 53509.5 of the Bond Law, after the sale of the Series C Bonds, the Board will present actual cost information for the sale at its next scheduled public meeting.

(c) Official Statement. The Board hereby approves, and hereby authorizes the Superintendent to deem final as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series C Bonds in substantially the form on file with the Clerk of the Board. The Superintendent is hereby authorized to execute an appropriate certificate stating that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of their approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(d) Bond Insurance. If the District is advised by the Municipal Advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Series C Bonds, each District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

(e) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Series C Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the related Bond Purchase Agreement shall be controlling.

**Section 3.02. Application of Proceeds of Sale of Series C Bonds.** The proceeds of the Series C Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium or accrued interest (if any) received by the County Treasurer on the sale of the Series C Bonds shall be deposited in the Debt Service Fund.
- (b) A portion of the proceeds of the Series C Bonds shall be deposited with U.S. Bank Trust Company, National Association, as directed in writing by a District Representative, to be applied to pay Costs of Issuance as provided in Section 3.04 to the extent not paid by the Underwriter from a portion of the original issue premium received by the Underwriter upon the sale of the Series C Bonds pursuant to Section 3.01(a)(iv).



- (c) All remaining proceeds received by the County Treasurer from the sale of the Series C Bonds will be deposited in the Building Fund.

**Section 3.03. Building Fund.** The County Treasurer shall create and maintain a fund known as the “Fresno Unified School District, Election of 2020, Series C Building Fund”, into which the County Treasurer shall deposit the proceeds from the sale of the Series C Bonds, to the extent required under Section 3.02(c). In order to ensure that the District is able to meet its federal tax law covenants with respect to separate accounting of funds holding proceeds of the Series C Bonds, the County Auditor-Controller is requested to maintain separate accounting for the proceeds of the Series C Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series C Bonds shall be expended by the District solely for the financing of projects described in Measure M (including related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series C Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Auditor-Controller, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series C Bonds.

If any amount remains on deposit in the Building Fund after payment in full of the Series C Bonds, such amount shall be transferred to the debt service fund for any other issue of outstanding general obligation bonds of the District, and if there are none then to the general fund of the District to be applied for the purposes for which the Series C Bonds have been authorized.

**Section 3.04. Costs of Issuance Custodian Agreement.** The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank Trust Company, National Association, in the substantially form on file with the Clerk of the Board. As provided in said agreement, a portion of the proceeds of the Series C Bonds shall be deposited thereunder and the payment of Costs of Issuance shall be requisitioned by a District Representative in accordance with said agreement. Any amounts held not required for payment of Costs of Issuance shall be transferred to the County Treasurer and deposited into the Building Fund.

**Section 3.05. Estimated Financing Costs.** The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District’s bond counsel and disclosure counsel, and the firm of Keygent LLC has previously been engaged to act as the Municipal Advisor to the District. The estimated Costs of Issuance of the Series C Bonds are set forth in Appendix B.

**Section 3.06. Approval of Actions to Close Bond Issuance.** Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

## ARTICLE IV

### SECURITY FOR THE SERIES C BONDS; PAYMENT OF DEBT SERVICE

**Section 4.01. Security for the Series C Bonds.** The Series C Bonds are general obligations of the District, and the Board has the power to request the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series C Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby requests the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series C Bonds. The principal of and interest on the Series C Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable for the Series C Bonds. In no event are the principal of and interest on Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District acknowledges that pursuant to Government Code Section 53515 and Section 15251 of the Education Code, the Series C Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. Such lien shall attach automatically without further action or authorization by the District and shall be valid and binding from and after the time the Series C Bonds are issued.

As required by Education Code Section 15140(c), the District shall transmit a copy of this Resolution, together with the debt service schedule for the Series C Bonds, to the office of the County Treasurer in sufficient time to permit the County to maintain the tax rates for the Series C Bonds.

**Section 4.02. Establishment of Debt Service Fund.** The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno Unified School District Election of 2020, Series C General Obligation Bonds Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Series C Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

**Section 4.03. Disbursements From Debt Service Fund.** Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest on the Series C Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. If, after payment in full of the Series C Bonds, any amount remains on deposit in the Debt Service Fund, such amount shall be transferred to the debt service fund for any other issue of outstanding general obligation bonds of the District, and if there are none then to the general fund of the District as provided in Section 15234 of the Education Code.

**Section 4.04. Pledge of Taxes.** The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series C Bonds and amounts on deposit in the Debt Service Fund to the payment of the principal or redemption price of and interest on the Series C Bonds. Such pledge shall be valid and binding from and after the Closing Date and shall be for the benefit of the Series C Bonds Owners and successors thereto. All amounts in the Debt Service Fund shall be immediately subject to such pledge, which shall constitute a lien and security interest to secure the payment of the Series C Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and Series C Bond Owners to provide security for the Series C Bonds in addition to any statutory lien that may exist, and such pledge is hereby extended to secure the payment of all other outstanding general obligation bonds of the District which are payable from amounts on deposit in the interest and sinking fund of the District.

**Section 4.05. Investments.** All moneys held in any of the funds or accounts established with the County hereunder may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series C Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series C Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a *bona fide*, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a

specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

**Section 5.01. Punctual Payment.** The Board hereby requests the County to levy *ad valorem* taxes, as provided in Sections 15250 and 15252 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series C Bonds, in conformity with the terms of the Series C Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

**Section 5.02. Books and Accounts.** The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series C Bonds then Outstanding, or their representatives authorized in writing.

**Section 5.03. Protection of Security and Rights of Series C Bond Owners.** The District will preserve and protect the security of the Series C Bonds and the rights of the Series C Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series C Bonds by the District, the Series C Bonds shall be incontestable by the District.

**Section 5.04. Tax Covenants.** It is intended that the Series C Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series C Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series C Bonds which are issued on a federally tax-exempt basis.

(a) Generally. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, interest on the Series C Bonds to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall not use the proceeds of the Series C Bonds in a manner which would cause the Series C Bonds to become "private activity bonds" within the meaning of Section 141(a) of the Tax Code or to meet the private loan financing test of Section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series C Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the Series C Bond proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Series C Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(e) Rebate of Excess Investment Earnings. The District shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Series C Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, at the times and in the manner required under the Tax Code. The District shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, such payments to be made from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series C Bonds, records of the determinations made under this subsection (e).

Neither the County nor the Paying Agent has any duty to monitor the compliance by the District with any of the covenants contained in this Section.

**Section 5.05. CDIAC Annual Reporting.** The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Series C Bonds.

**Section 5.06. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

**Section 5.07. Further Assurances.** The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series C Bonds of the rights and benefits provided in this Resolution.

## ARTICLE VI

### THE PAYING AGENT

**Section 6.01. Appointment of Paying Agent.** U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series C Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series C Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

**Section 6.02. Merger or Consolidation.** Any company or association into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Paying Agent may sell or transfer all or substantially all of its paying agency functions, provided that such company or association shall be eligible under Section 6.01, shall be the successor to the Paying Agent and vested with all of the powers, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Section 6.03. Paying Agent May Hold Series C Bonds.** The Paying Agent may become the Owner of any of the Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

**Section 6.04. Liability of Agents.** The recitals of facts, covenants and agreements in this Resolution and in the Series C Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of

this Resolution or of the Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys the Paying Agent shall be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder.

**Section 6.05. Notice to Paying Agent.** The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**Section 6.06. Compensation; Indemnification.** The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith. As provided in Section 4.03, amounts on deposit in the Debt



Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

**Section 6.07. Force Majeure.** In no event shall the Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Paying Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

**Section 6.08. U.S.A. Patriot Act.** The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Paying Agent is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Paying Agent. The District shall provide the Paying Agent with such information as it may request in order for the Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

## **ARTICLE VII**

### **REMEDIES OF SERIES C BOND OWNERS**

**Section 7.01. Remedies of Series C Bond Owners.** Any Series C Bond Owner has the right, for the equal benefit and protection of all Series C Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series C Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

**Section 7.02. Remedies Not Exclusive.** No remedy herein conferred upon the Owners of Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series C Bond Owners.

**Section 7.03. Non-Waiver.** Nothing in this Article or in any other provision of this Resolution or in the Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series C Bonds to the respective Series C Bond Owners at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series C Bonds.

A waiver of any default by any Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series C Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Series C Bond Owners.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series C Bond Owners, the District and the Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

**Section 8.01. Amendments Effective Without Consent of the Owners.** The Board may amend this Resolution from time to time, without the consent of the Owners of the Series C Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series C Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series C Bonds.

**Section 8.02. Amendments Effective With Consent of the Owners.** The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series C Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series C Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series C Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

## **ARTICLE IX**

### **MISCELLANEOUS**

**Section 9.01. Benefits of Resolution Limited to Parties.** Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Series C Bond Owners, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Series C Bond Owners.

#### **Section 9.02. Defeasance of Series C Bonds.**

(a) Discharge of Resolution. Any or all of the Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series C Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in escrow with an escrow agent selected by the District, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series C Bonds; or
- (iii) by delivering such Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease,

terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series C Bonds. Upon the deposit, in escrow, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series C Bond (whether upon or prior to its maturity or the redemption date of such Series C Bond), provided that, if such Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice (subject to the qualifications in Section 2.03), then all liability of the District in respect of such Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent or an escrow agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The district may at any time surrender to the Paying Agent for cancellation by it any Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series C Bonds, upon such surrender and cancellation, shall be deemed to have been paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in escrow by the Paying Agent or an escrow agent money or securities in the necessary amount to pay or redeem any Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series C Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be,

on the Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series C Bonds and remaining unclaimed for two years after the principal of all of the Series C Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series C Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

**Section 9.03. Execution of Documents and Proof of Ownership by Series C Bond Owners.** Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series C Bond Owners may be in one or more instruments of similar tenor and shall be executed by Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series C Bond Owner or such Owner's attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proven by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which they purport to act, that the person signing such request, declaration or other instrument or writing acknowledged to them the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series C Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series C Bond shall bind all future Owners of such Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

**Section 9.04. Waiver of Personal Liability.** No Board member, officer, agent or employee of the district shall be individually or personally liable for the payment of the principal of or interest on the Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

**Section 9.05. Limited Duties of County; Indemnification.** Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its Board of Supervisors, officers, agents and employees and (b) the District further agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and the District shall also reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

**Section 9.06. Destruction of Canceled Series C Bonds.** Whenever in this Resolution provision is made for the surrender to the District of any Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series C Bonds therein referred to.

**Section 9.07. Partial Invalidity.** If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The district hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the district is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series C Bond Owners.

**Section 9.08. Effective Date of Resolution.** This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

PASSED AND ADOPTED on May 22, 2024, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 22<sup>nd</sup> day of May 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Susan Wittrup President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

---

President of the Board of Education  
Fresno Unified School District

I, Valerie Davis, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 22<sup>nd</sup> day of May 2024, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 22<sup>nd</sup> day of May 2024.

---

Clerk of the Board of Education  
Fresno Unified School District



## APPENDIX A

### FORM OF SERIES C BOND

REGISTERED BOND NO. \_\_\_\_\_

\$ \_\_\_\_\_

## FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

### GENERAL OBLIGATION BOND ELECTION OF 2020, SERIES C

INTEREST RATE:    MATURITY DATE:    DATED DATE:    CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The FRESNO UNIFIED SCHOOL DISTRICT (the "District"), located in Fresno County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15<sup>th</sup> day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before \_\_\_\_\_ 1, 20\_\_, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15<sup>th</sup> day of the calendar month next preceding such Interest Payment Date (each, a "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series C" (the "Bonds"), in an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code as in effect on the date of adoption hereof and as amended hereafter (the "Bond Law"), and under a Resolution of the Board of Education of the District adopted on May 22, 2022 (the "Bond Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the district cast at a special bond election held on November 3, 2020, upon the question of issuing bonds in the amount of \$335,000,000.

All capitalized terms herein and not otherwise defined have the meanings given them in the Bond Resolution. Reference is hereby made to the Bond Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the district other than *ad valorem* taxes levied upon all taxable property in the district.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[if applicable:] The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20\_\_, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to

be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[if applicable:] The Bonds maturing on \_\_\_\_\_, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on \_\_\_\_\_ in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.

Sinking Fund  
Redemption Date  
(\_\_\_\_\_)

Principal  
Amount To Be  
Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the district. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds. Such notice may be conditional and subject to rescission as described in the Bond Resolution.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15<sup>th</sup> calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and

the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

*[If applicable:* Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.]

IN WITNESS WHEREOF, the Fresno Unified School District has caused this Bond to be executed by the facsimile signature of the President of its Governing Board, and attested by the facsimile signature of the [Secretary/Clerk] of its Board of Education, all as of the date stated above.

**FRESNO UNIFIED SCHOOL DISTRICT**

*[Exhibit only; not for execution]*

President  
Board of Education

Attest:

*[Exhibit only; not for execution]*

Clerk / Secretary  
Board of Education

## CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Paying  
Agent**

By \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_

\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ attorney, to transfer the same on the registration books of the Bond  
Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Note: Signature(s) must be guaranteed by  
an eligible guarantor institution.

Note: The signature(s) on this Assignment must  
correspond with the name(s) as written on the  
face of the within Bond in every particular without  
alteration or enlargement or any change  
whatsoever.

## **APPENDIX B**

### **REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1**

1. True Interest Cost of the Series C Bonds: 4.40%.
2. Finance charge of the Series C Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): \$330,000. As provided in this Resolution, such fees and charges shall be paid by the Underwriter from a portion of the original issue premium received on the sale of the Series C Bonds.
3. Proceeds of the Series C Bonds expected to be received by the district, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series C Bonds: \$60,000,000.
4. Total Payment Amount for the Series C Bonds, being the sum of all debt service to be paid on the Series C Bonds to final maturity: \$113,000,000.

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*\*All amounts and percentages are estimates and are made in good faith by the district based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Series C Bonds.*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM B-33**

**AGENDA SECTION: B**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Present and Adopt**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Present and Adopt Resolution 24-51, Authorizing the Issuance and Sale of Refunding General Obligation Bonds for the Purpose of Refinancing 2010 Series E General Obligation Bonds and 2015 General Obligation Refunding Bonds, Authorizing the Execution and Delivery of an Escrow Agreement, Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto

**ITEM DESCRIPTION:** Resolution No. 24-51, included in the Board binders, authorizes the issuance and sale of 2024 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed \$53 million and authorizes the execution of related documents and actions.

The Refunding Bonds will be issued under the California Government Code and will provide funds to refinance two outstanding general obligation bonds of the district - the 2015 General Obligation Refunding Bonds and the General Obligation Bonds, Election of 2010, Series E.

The Refunding Bonds are expected to be issued on a federally taxable basis because the prior bonds are not subject to redemption until August 01, 2025.

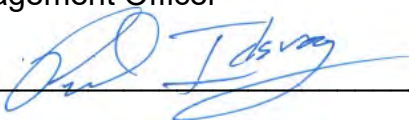
**FINANCIAL SUMMARY:** Funding source is property taxes levied within the district as approved by the voter electorate in connection with the authorization of the prior bonds that will be refunded. The refunding will allow the district to maintain its stable bond tax rate while producing estimated savings of approximately \$3 million which will be passed through to the district's taxpayers. As required by the Government Code, the Refunding Bonds may only be issued if the refinancing of the prior bonds results in overall debt service savings, which will be passed along to the district's taxpayers.

**PREPARED BY:** Paul Idsvoog

**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operating and Classified Labor  
Management Officer

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her





**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 24-51**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND  
SALE OF REFUNDING GENERAL OBLIGATION BONDS FOR THE  
PURPOSE OF REFINANCING OUTSTANDING 2010 SERIES E  
GENERAL OBLIGATION BONDS AND 2015 GENERAL OBLIGATION  
REFUNDING BONDS, AUTHORIZING THE EXECUTION AND  
DELIVERY OF AN ESCROW AGREEMENT, BOND PURCHASE  
AGREEMENT AND OFFICIAL STATEMENT, AND APPROVING  
DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO**

**WHEREAS**, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on November 2, 2010, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure Q ("Measure Q") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$280,000,000, and more than 55% of the votes cast at said election were in favor of the issuance of bonds under Measure Q; and

**WHEREAS**, in order to finance the construction, modernization and improvement of its school facilities, the District has previously issued a series of bonds under Measure Q, entitled the Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2010, Series E in the aggregate principal amount of \$54,998,095.20 (the "2010 Series E Bonds"); and

**WHEREAS**, the 2010 Series E Bonds are subject to optional redemption on any date on or after August 1, 2025, at a redemption price equal to 100% of the principal amount of the current interest bonds and 100% of the accreted value of the capital appreciation bonds, together interest accrued and compounded to the redemption date, without premium; and

**WHEREAS**, the District has previously issued its Fresno Unified School District (Fresno County, California) General Obligation Refunding Bonds in the aggregate principal amount of \$14,555,000 (the "2015 Refunding Bonds"), the proceeds of which have been applied to refund a portion of the outstanding Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election 2001, Series D, and the outstanding Fresno Unified School District (Fresno County, California) 2007 Refunding General Obligation Bonds; and

**WHEREAS**, the 2015 Refunding Bonds are also subject to optional redemption on any date on or after August 1, 2025, at a redemption price equal to 100% of the principal amount thereof together interest accrued thereon to the redemption date, without premium; and

**WHEREAS**, due to favorable conditions that currently exist in the bond market, the District has been advised that it can obtain interest cost savings which can be passed along to District property taxpayers and can manage the District's aggregate tax rate by

refinancing a portion of the 2010 Series E Bonds and the 2015 Refunding Bonds which remain outstanding (collectively, the "Prior Bonds"); and

**WHEREAS**, to that end, the Board of Education of the District (the "Board") has determined at this time to authorize the issuance and sale of one or more series of refunding bonds of the District (the "Refunding Bonds"), for the purpose of providing funds to refinance all or a portion of the Prior Bonds, and the Board is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580 of said Code (the "Refunding Bond Law"); and

**WHEREAS**, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

**WHEREAS**, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Refunding Bonds will be in compliance with said policy.

**NOW, THEREFORE**, the Board of Education of the Fresno Unified School District hereby finds, determines, declares and resolves as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

**Section 1.01. Definitions.** The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code. The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Refunding Bonds.

"Board" means the Board of Education of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Purchase Agreement" means, with respect to any series of Refunding Bonds, the related Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase such series of Refunding Bonds and pay the purchase price therefor.

“Business Day” means any day other than a day on which (a) banks located in the state in which the Office of the Paying Agent is located are authorized or required by law to close, or (b) The New York Stock Exchange or the payment system of the Federal Reserve System is closed.

“Closing Date” means, with respect to any series of Refunding Bonds, the date upon which there is a delivery of such series of Refunding Bonds in exchange for the amount representing the purchase price thereof by the Underwriter.

“Continuing Disclosure Certificate” means, with respect to any series of Refunding Bonds, the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the related Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded Prior Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees, expenses and charges of the Paying Agent and Escrow Agent and their respective counsel, legal fees and charges, fees and disbursements of consultants and professionals including escrow verification fees, rating agency fees, all costs set forth in Government Code Sections 53550(e) and (f) and Section 53587, and any other cost, charge or fee in connection with the original issuance and sale of the Refunding Bonds and the refunding of the Refunded Prior Bonds.

“County” means the County of Fresno, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Fresno County Auditor-Controller/Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the account established and held by the County Treasurer under Section 4.03.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Fresno Unified School District, a unified school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Superintendent, the Chief Financial Officer or the Chief Operations and Classified Labor Management Officer of the District, or the written designee of such officers, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

“DTC” means The Depository Trust Company and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Escrow Agent" means U.S. Bank Trust Company, National Association, in its capacity as escrow agent under the Escrow Agreement, and as paying agent for the Prior Bonds.

"Escrow Agreement" means the document or documents governing the deposit of Refunding Bond proceeds into an escrow fund to provide for the payment and redemption of the Refunded Prior Bonds.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Municipal Advisor" means the firm of Keygent LLC, as municipal advisor to the District in connection with the issuance and sale of the Refunding Bonds.

"Office" means the designated corporate trust office of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Prior Bonds" means, collectively, the 2010 Series E Bonds and the 2015 Refunding Bonds.

"Record Date" means, with respect to any Interest Payment Date, the 15<sup>th</sup> day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

"Refunded Prior Bonds" means those maturities of the Prior Bonds which are refunded from the proceeds of the Refunding Bonds, as such maturities are identified in the related Escrow Agreement.

"Refunding Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of said Code, as amended from time to time.

"Refunding Bonds" means the Fresno Unified School District (Fresno County, California) 2024 Refunding General Obligation Bonds which are authorized to be issued and at any time Outstanding under this Resolution.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with the then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"2010 Series E Bonds" means the Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2010, Series E, issued by the District on September 23, 2015, in the aggregate original principal amount of \$54,998,095.20.

"2015 Refunding Bonds" means the Fresno Unified School District (Fresno County, California) General Obligation Refunding Bonds issued by the District on July 2, 2015, in the aggregate original principal amount of \$14,555,000.

"Underwriter" means Piper Sandler & Co., on behalf of itself and Stifel Nicolaus & Company, Incorporated, as the designated underwriters of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01.

"Written Certificate of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

#### **Section 1.02. Rules of Interpretation.**

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

(e) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

**Section 1.03. Authority for this Resolution; Findings.** This Resolution is entered into under the provisions of the Refunding Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

## ARTICLE II

### THE REFUNDING BONDS

**Section 2.01. Authorization.** The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$53,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refund all or a portion of the outstanding Prior Bonds. The Refunding Bonds shall be designated the “Fresno Unified School District (Fresno County, California) 2024 Refunding General Obligation Bonds”, together with such additional designation as shall be set forth in the Bond Purchase Agreement.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded Prior Bonds plus the principal amount of the Refunded Prior Bonds. Before issuing the Refunding Bonds, the District shall receive written confirmation from the Municipal Advisor that the requirements of Section 53552 of the Refunding Bond Law have been satisfied.

#### **Section 2.02. Terms of Refunding Bonds.**

(a) Issuance in Series. The Refunding Bonds are authorized be issued in one or more series from time to time. All references in this Resolution to the Refunding Bonds, the Escrow Agreement, the Bond Purchase Agreement, the Continuing Disclosure Certificate and other documents or matters relating to the issuance and sale of the Refunding Bonds and the refunding of the Prior Bonds shall apply with full force and effect to each individual series of Refunding Bonds.

(b) Terms of Refunding Bonds. The Refunding Bonds shall be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof. The Refunding Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated prior to the first Record Date, in which event it shall



bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(c) Maturities; Basis of Interest Calculation. The Refunding Bonds shall mature on the dates, in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(d) CUSIP Identification Numbers. CUSIP identification numbers shall be printed on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds shall not constitute an event of default or any violation of the District's contract with the Owners and shall not impair the effectiveness of any such notice. The District shall promptly notify the Paying Agent in writing of any change in CUSIP numbers.

(e) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to Refunding Bonds which are held in the book-entry system of DTC.

### **Section 2.03. Redemption.**

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Refunding Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Refunding Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on the dates and in years set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal

amount of such Term Bonds to be redeemed in each year under this subsection will be reduced in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. The giving of such notice shall not be a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Refunding Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this subsection.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent shall cancel all Refunding Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Refunding Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Refunding Bonds, if and to

the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board. The District may give a conditional notice of the optional redemption of any Refunding Bonds under subsection (a) of this Section, which notice shall make reference to the right of the District to rescind such notice as provided in this subsection (e).

**Section 2.04. Form of Refunding Bonds.** The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

**Section 2.05. Execution of Refunding Bonds.** The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

**Section 2.06. Transfer of Refunding Bonds.** Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent will authenticate and deliver new Refunding Bonds for like aggregate principal amount. No transfer of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

**Section 2.07. Exchange of Refunding Bonds.** The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of

Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

**Section 2.08. Registration Books.** The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

**Section 2.09. Book-Entry System.** Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver

Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter of the District. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Refunding Bonds or to any other party, including the DTC or its successor.

### **ARTICLE III**

#### **SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS**

##### **Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.**

(a) Negotiated Sale of Refunding Bonds. Pursuant to Sections 53555 and 53583 of the Refunding Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.25% of the par amount of the Refunding Bonds, and the Refunding Bonds shall be sold at a true interest rate of not to exceed 8.00% per annum; *provided, however*, that the Refunding Bonds shall be sold at interest rates which ensure that the debt service savings requirement set forth in Section 53552 of the Refunding Bond Law are met. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

(b) Reasons for Negotiated Sale. In accordance with Section 53583(c) of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Refunding Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the

best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Refunding Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

(c) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds, in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(d) Bond Insurance. If the District is advised by the Municipal Advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Refunding Bonds, each District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

(e) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the related Bond Purchase Agreement shall be controlling.

**Section 3.02. Application of Proceeds of Sale of Refunding Bonds.** The proceeds of sale of the Refunding Bonds shall be paid by the Underwriter on the Closing Date and applied in accordance with a Written Request of the District, as follows:

- (a) The Underwriter shall transfer a portion of the proceeds of the Refunding Bonds to U.S. Bank Trust Company, National Association, under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance of the Refunding Bonds.
- (b) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent to be held, invested and applied to refund and discharge the Refunded Prior Bonds in accordance with the Escrow Agreement.

**Section 3.03. Approval of Escrow Agreement.** The Refunded Prior Bonds shall be refunded and discharged in accordance with the provisions of the Escrow Agreement. The Board hereby approves the Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative will be conclusive evidence of the approval of any such changes or

modifications. A District Representative is directed to authenticate and execute the final form of the Escrow Agreement on behalf of the District.

**Section 3.04. Costs of Issuance Custodian Agreement.** The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank Trust Company, National Association relating to the Refunding Bonds, which is in form and substance acceptable to a District Representative. As provided in said agreement, amounts held thereunder shall be requisitioned by a District Representative for payment of Costs of Issuance in accordance with said agreement. Any amounts held not required for payment of Costs of Issuance shall be transferred to the County Treasurer and deposited into the Debt Service Fund, to be applied to pay interest next coming due and payable on the Refunding Bonds.

**Section 3.05. Professional Services; Estimated Financing Costs.** The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Keygent LLC has previously been engaged to act as the Municipal Advisor to the District. The estimated Costs of Issuance of the Refunding Bonds are set forth in Appendix B.

**Section 3.06. Actions to Close Bond Issuance.** Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

## **ARTICLE IV**

### **SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE**

**Section 4.01. Security for the Refunding Bonds.** The Refunding Bonds are general obligations of the District, and the Board has the power to request the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby requests the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Refunding Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof.



Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District acknowledges that pursuant to Government Code Section 53515 and Section 15251 of the Education Code, the Refunding Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. Such lien shall attach automatically without further action or authorization by the District and shall be valid and binding from and after the time the Refunding Bonds are issued.

As required by Education Code Section 15140(c), the District shall transmit a copy of this Resolution, together with the debt service schedule for the Refunding Bonds, to the office of the County Treasurer in sufficient time to permit the County to maintain the tax rates for the Refunding Bonds.

**Section 4.02. Pledge of Taxes.** The District hereby pledges all revenues from the *ad valorem* property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Refunding Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

**Section 4.03. Establishment of Debt Service Fund.** The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno Unified School District 2024 Refunding General Obligation Bonds Debt Service Fund", which the County Treasurer shall hold and maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. In the event that the Refunding Bonds are issued in more than one series, the District hereby requests the County Treasurer to establish a related debt service fund, to be designated as stated herein with an appropriate reference to the series designation.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds when due. As provided in Section

15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional *ad valorem* property taxes levied in accordance herewith.

**Section 4.04. Disbursements From Debt Service Fund.** The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC. DTC will thereupon make payments of the principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments to the beneficial owners of the Refunding Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Refunding Bonds shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer. To that end, the District hereby authorizes the County Treasurer to apply amounts in the Debt Service Fund to the payment of the fees and expenses of the Paying Agent designated in Section 6.01, including to reimburse the County Treasurer for payments so processed by it.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

**Section 4.05. Investments.** All moneys held in any of the funds or accounts established with the County hereunder (if any) may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Refunding Bonds.

## **ARTICLE V**

### **OTHER COVENANTS OF THE DISTRICT**

**Section 5.01. Punctual Payment.** The Board hereby requests the County to levy *ad valorem* property taxes, as provided in Sections 15250 and 15252 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

**Section 5.02. Books and Accounts; Financial Statements.** The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such

books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

**Section 5.03. Protection of Security and Rights of Refunding Bond Owners.**

The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

**Section 5.04. Tax Covenants.** The Refunding Bonds, and any series thereof, are hereby authorized to be issued as obligations the interest on which is federally tax-exempt, or as obligation the interest on which is federally taxable. The following provisions of this Section shall apply to any series of Refunding Bonds which is issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the

employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

Neither the County nor the Paying Agent has any duty to monitor the compliance by the District with any of the covenants contained in this Section.

**Section 5.05. CDIAC Annual Reporting.** The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution to the contrary, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Refunding Bonds.

**Section 5.06. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is hereby authorized and directed to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, the failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

**Section 5.07. Further Assurances.** The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

## **ARTICLE VI**

### **THE PAYING AGENT**

**Section 6.01. Appointment of Paying Agent.** U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

**Section 6.02. Paying Agent May Hold Bonds.** The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not the Paying Agent.

**Section 6.03. Liability of Paying Agent.** The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

**Section 6.04. Merger or Consolidation.** Any bank or company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Paying Agent may sell or transfer all or substantially all of its paying agent business, provided such bank or company shall be eligible under Section 6.01, shall be the successor to the Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

**Section 6.05. Notice to Paying Agent.** The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**Section 6.06. Compensation; Indemnification.** The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

**Section 6.07. Force Majeure.** In no event shall the Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Paying Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

**Section 6.08. U.S.A. Patriot Act.** The District acknowledges that in accordance with Section 326 of the U.S.A. Patriot Act, the Paying Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to

obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Paying Agent. The District shall provide the Paying Agent with such information as it may request in order for the Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

## **ARTICLE VII**

### **REMEDIES OF REFUNDING BOND OWNERS**

**Section 7.01. Remedies of Refunding Bond Owners.** Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

**Section 7.02. Remedies Not Exclusive.** No remedy herein conferred upon the Owners of the Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

**Section 7.02. Non-Waiver.** Nothing in this Article or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article may be enforced and exercised



from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

**Section 8.01. Amendments Effective Without Consent of the Owners.** The Board may amend this Resolution from time to time, without the consent of any of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District.

**Section 8.02. Amendments Effective With Consent of the Owners.** The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.01. Benefits of Resolution Limited to Parties.** Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

#### **Section 9.02. Defeasance of Refunding Bonds.**

(a) Discharge of Resolution. The Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond

shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) give to the Owners

of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

**Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners.** Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

**Section 9.04. Waiver of Personal Liability.** No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

**Section 9.05. Non-Liability of County; Indemnification.** Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assume no liability whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this

Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

**Section 9.06. Destruction of Canceled Bonds.** Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

**Section 9.07. Partial Invalidity.** If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

**Section 9.08. Effective Date of Resolution.** This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

PASSED AND ADOPTED on May 22, 2024, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 22<sup>nd</sup> day of May, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Susan Wittrup President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

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President of the Board of Education  
Fresno Unified School District

I, Valerie Davis, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 22<sup>nd</sup> day of May, 2024, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 22<sup>nd</sup> day of May, 2022.

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Clerk of the Board of Education  
Fresno Unified School District

## APPENDIX A

### FORM OF REFUNDING BOND

REGISTERED BOND NO. \_\_\_\_\_

\$ \_\_\_\_\_

## FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

### 2024 REFUNDING GENERAL OBLIGATION BOND, SERIES \_\_\_\_

INTEREST RATE:    MATURITY DATE:    DATED DATE:    CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The FRESNO UNIFIED SCHOOL DISTRICT (the "District"), located in Fresno County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_ (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15<sup>th</sup> day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which event it will bear interest from the Dated Date set forth above.

The principal hereof and interest hereon are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable on each Interest Payment Date to the Registered Owner at the address appearing on the Bond registration books at the close of business on the 15<sup>th</sup> day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of



a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$\_\_\_\_\_ of Bonds issued for the purpose of raising money to refinance outstanding general obligation indebtedness of the District. The Bonds are authorized to be issued under the applicable laws of the State of California and under a resolution of the Board of Education of the District adopted on May 22, 2024 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[if applicable:] The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20\_\_, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[if applicable:] The Bonds maturing on \_\_\_\_\_, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on \_\_\_\_\_ in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.

Sinking Fund  
Redemption Date  
( )

Principal  
Amount To Be  
Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Fresno Unified School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Education, and attested by the facsimile signature of the Secretary of its Board of Education, all as of the date stated above.

**FRESNO UNIFIED SCHOOL DISTRICT**

*[Exhibit only; not for execution]*

President  
Board of Education

Attest:

*[Exhibit only; not for execution]*

Clerk / Secretary  
Board of Education

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Paying  
Agent**

By \_\_\_\_\_  
Authorized Signatory

## **ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ attorney, to transfer the same on the registration books of the Bond  
Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Note: Signature(s) must be guaranteed by  
an eligible guarantor institution.

Note: The signature(s) on this Assignment must  
correspond with the name(s) as written on the  
face of the within Bond in every particular without  
alteration or enlargement or any change  
whatsoever.

## **APPENDIX B**

### **REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1**

1. True Interest Cost of the Refunding Bonds: 5.70%.
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): \$210,000.
3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds: \$30,700,000.
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity: \$37,000,000.

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*\*All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding principal amount of the Refunding Bonds to be issued and the interest rates available in the bond market at the time of pricing the Refunding Bonds.*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM B-34**

**AGENDA SECTION: B**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Discuss**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Present and Discuss the State's May Revised Budget Proposal

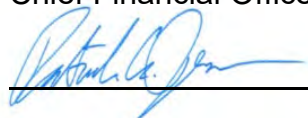
**ITEM DESCRIPTION:** Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2024/25 by Friday, May 10, 2024. On May 22, 2024, staff will present updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District.

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.


**PREPARED BY:** Kim Kelstrom

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer

A blue ink signature of Patrick Jensen, written over a horizontal line.

**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her

A blue ink signature of Mao Misty Her, written over a horizontal line.



Fresno Unified  
School District

## Agenda Item B-34



2024/25  
Governor's May Revise

Board of Education

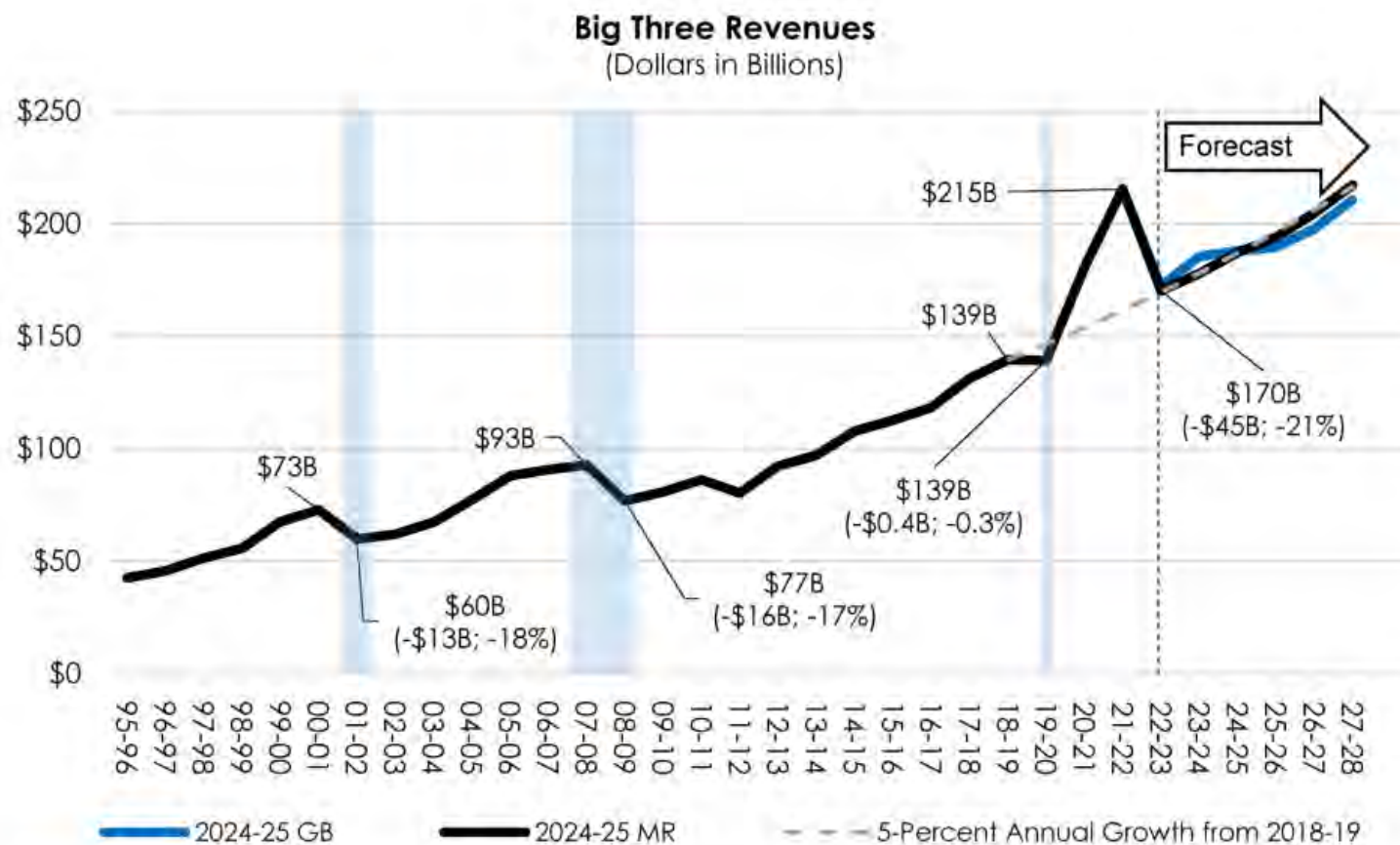
May 22, 2024



# Outline

- State Revenue Forecast
- State Economic Overview
- May Revise Updates
- Upcoming Budget Discussions

# State Revenue Forecast – Long-term



Projected revenue figures exclude the impact of tax policy proposals and solutions.

Shaded bars indicate previous U.S. recessions.

Source: California Department of Finance, 2024-25 May Revision Forecast.

# State Revenue Forecast – Big Three Revenue

<b>“Big Three” Revenue Sources (In Millions)</b>						
	<b>2022-23</b>		<b>2023-24</b>		<b>2024-25</b>	
	<b>Governor's Budget</b>	<b>May Revision</b>	<b>Governor's Budget</b>	<b>May Revision</b>	<b>Governor's Budget</b>	<b>May Revision</b>
Personal Income Tax	\$101,749	\$100,451	\$113,768	\$111,203	\$114,730	\$116,176
Corporation Tax	\$37,140	\$36,337	\$36,913	\$33,182	\$38,055	\$36,778
Sales Tax	\$33,186	\$33,324	\$34,643	\$33,320	\$35,123	\$34,043
<b>Total</b>	<b>\$172,075</b>	<b>\$170,112</b>	<b>\$185,324</b>	<b>\$177,705</b>	<b>\$187,908</b>	<b>\$186,997</b>

Source: Governor's May Revise Presentation

# State Revenue Forecast – Reserve

<b>Proposition 98 Reserve Withdrawals (In millions)</b>				
	<b>K-12</b>		<b>Community Colleges</b>	
	<b>Governor's Budget</b>	<b>May Revision</b>	<b>Governor's Budget</b>	<b>May Revision</b>
2023-24	\$2,803	\$5,290	\$236	\$532
2024-25	\$2,144	\$2,208	\$486	\$382
<b>Total</b>	<b>\$4,947</b>	<b>\$7,498</b>	<b>\$722</b>	<b>\$914</b>

Source: Governor's May Revise Presentation

# State Economic Overview

- California's economy
  - "The May Revision includes significant spending cuts to government operations, reductions to programs and pauses of new investments."
  - "Emerging from the pandemic, the state's economy has been resilient but has behaved in ways that have defied traditional forecasts and historical precedent."
  - "Immediate risks to the forecast remain driven by persistent inflation and elevated interest rates"
  - "if inflation takes longer to cool and interest rates remain high for longer than projected...could deepen the expected economic slowdown and push the economy into a mild recession"
- Unemployment Rates as of March 2024
  - National – 3.8%
  - State – 5.3%
  - Fresno County – 6.5%



# Updating State Budget Impacts for Fresno Unified— January Proposal to May Revise

## January Proposed Budget

LCFF COLA 0.76% - (\$11.5 million)

- Decrease mainly due to ADA loss (3-year prior average)
- Proposal for instructional continuity to allow districts to provide attendance recovery opportunities

Special Education and Preschool  
COLA 0.76%: \$400,000

PERS Pension Rate: \$1.4 million  
*No change to STRS rate*

Health and Welfare maintained  
contribution \$22,000 per active  
employee

Workers' Compensation: (\$2.7 million)  
reduced cost (Liability at 90% Funded)

## May Governor's Revise

LCFF COLA 1.07% - (\$12.5 million)

- Decrease mainly due to Actual P-2 ADA loss (3-year prior average) – (\$4.1 million)
- Increase for COLA - \$3.1 million
- Proposal for instructional continuity – no change

Special Education COLA 1.07%:  
\$500,000 Funded on prior year ADA

PERS Pension Rate: \$1.4 million  
*No change to STRS rate*

Health and Welfare maintained  
contribution \$22,000 per active  
employee

Workers' Compensation: (\$2.7 million)  
reduced cost (Liability at 90% Funded)

# Governor's 2024/25 Proposed State Budget

## Career Technical Education

- Executive Order to develop and submit proposed Master Plan by October 1, 2024

## Learning Recovery Block Grant

- No reductions proposed, however, change use of these funds to focus remaining funds on students most impacted by learning loss
- The Local Control and Accountability Plan (LCAP) will guide the process

## Educator Pipeline

- California Commission on Teaching Credentialing is to create a new Elementary Arts and Music Education authorization as an additional Career and Technical Education credential

## Early Childhood Education

- Maintain reimbursement rates of \$53.7 million
- Delay \$10 million from the Preschool Inclusion Grant Program until 2026/27
- Reduce allocation of facility bonds from \$875 million to \$375 million

## Facilities

- Delay Transitional Kindergarten and Full-Day Kindergarten Facilities of \$550 million to 2025/26
- State-wide election bond initiative to be placed on November 2024 ballot



# Projected Employer Pension Increases

CALSTRS®

- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- 2021/22 – 16.92%
- 2022/23 – 19.10%
- 2023/24 – 19.10%
- **2024/25 – 19.10%**
- 2025/26 – 19.10%
- 2026/27 – 19.10%
- 2027/28 – 19.10%

 CalPERS

- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- 2021/22 – 22.910%
- 2022/23 – 25.370%
- 2023/24 – 26.680%
- **2024/25 – 27.050%**
- 2025/26 – 27.600%\*
- 2026/27 – 28.000%\*
- 2027/28 – 29.200%\*

*\*Estimated rates provided by CalPERS*

# Upcoming Budget Discussions

- Public Hearings of LCAP and Budget
  - June 12, 2024
- Public Adoption of LCAP and Budget
  - June 20, 2024

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 22, 2024,

**AGENDA ITEM C-35**

**AGENDA SECTION: C**

(A – Consent, B – Discussion, C – Receive)

**ACTION REQUESTED: Receive**

(Adopt, Approve, Discuss, Receive)

**TITLE AND SUBJECT:** Receive The Fresno Unified School District Third Quarter Investment Report for Fiscal Year 2023/24

**ITEM DESCRIPTION:** Included below is the third quarterly investment report for the period ending March 31, 2024. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of March 31, 2024, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	\$1,006,423,708
Investment with Trustees	\$128,326,897*

\*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

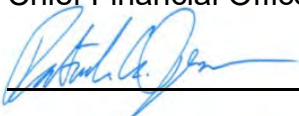
In accordance with law and administrative regulations, this investment report also certifies that the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Kim Kelstrom

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Chief Financial Officer



**INTERIM SUPERINTENDENT APPROVAL:**  
Mao Misty Her

