BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, SECOND FLOOR
FRESNO, CA 93721-2287
board.fresnounified.org

AGENDA
WEDNESDAY, DECEMBER 06, 2023
*4:30 P.M. (CLOSED SESSION) *6:30 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. The following items are prohibited: 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 being discussed 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 Superintendent or Board Clerk.

Public materials are available for public inspection at our website at: 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. Conference with Labor Negotiator – Government Code section 54957.6
    a. Agency Designated Representative: Superintendent; Unrepresented Employees: Deputy Superintendent/Chief Human Resources Labor Relations
4. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
5. Public Employment/Appointment (Government Code Section 54957).
    a. Director
    b. Principal
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Jose Rodriguez v. Fresno Unified Workers' Compensation Fresno Unified Case No. WC20-0806-5041
    b. Receipt of a Claim Pursuant to the Government Claims Act
        i. Claim GL23-0513-10271
        ii. Claim GL23-0814-10204
        iii. Claim GL23-0831-10190
    c. Potential Case (One)

***6:30 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Trustee Claudia Cazares will lead the flag salute.

HEAR Reports from Student Board Representatives

An opportunity is provided to hear comments/reports from Student Board Representatives. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

HEAR Report from Superintendent

BOARD/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 Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

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 on November 01, 2023. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the November 01, 2023, Board of Education regular meeting and the November 15, 2023, Board of Education workshop. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-4, ADOPT Resolution 24-25, for Continued Funding from The California Department of Education

Included in the Board binders is Resolution 24-25, for Continued Funding from the California Department of Education. Resolution 24-25 certifies the Board's approval to submit the Continued Funding Application to the California Department of Education. The resolution also authorizes the designated representatives to sign the Continued Funding Application and all related contract documents for the 2024/25 school year.

The submission of the Continued Funding Application is an annual requirement to renew the contracts that fund both the part-day and full-day California State Preschool and the California Prekindergarten and Family Literacy Support Programs. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-5, ADOPT Resolution 24-26, Support of Diverse and Inclusive Libraries in Fresno Unified School District

Included in the Board binders is Resolution 24-26, affirming support for diverse and inclusive libraries in Fresno Unified School District schools. Access to a wide array of reading materials in our school libraries allows students to see reflections of their own identities, learn about the experiences of others, explore their interests, and develop essential information literacy skills. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-6, APPROVE Employment Agreement for David Chavez, Chief Human Resources/Labor Relations

Included in the Board binders is an Oral Report on the Chief Human Resources/Labor Relations' salary and benefits for the Superintendent to present in open session as required by Government Code section 54953(c)(3). The Superintendent recommends approval. Fiscal impact: Noted in the terms of the employment agreement for the Chief Human Resources/Labor Relations. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-7, APPROVE Amendment No. 1 to Employment Agreement for Mao M. Her, Deputy Superintendent

Included in the Board binders is an Oral Report on the Deputy Superintendent's salary and benefits for the Superintendent to present in open session as required by Government Code section 54953(c)(3). The Superintendent recommends approval. Fiscal impact: Noted in the terms of Amendment No. 1 of the employment agreement for the Deputy Superintendent. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-8, APPROVE Position and Adopt Job Description of Senior Interpreter–Translator, Bilingual, and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual

Included in the Board binders are the job description of Senior Interpreter – Translator, Bilingual and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual placement on G-55. This position is responsible for providing bilingual interpretation, i.e., English/Spanish and/or English/Hmong interpretation, services for parents, students, and staff; translation of technical, educational, legal, and general materials between two languages, i.e., English/Spanish and/or English/Hmong; and providing related work as required.

This position is designated Classified, non-exempt, and placed G-55 of the Classified Hourly Salary Schedule. The Superintendent recommends approval and adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-9, APPROVE Revised Job Descriptions for California School Employees Association, Chapter 125 White Collar

Included in the Board binders are the Revised Job Descriptions for California School Employees Association, Chapter 125 White Collar. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-10, APPROVE Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

Included for Board consideration and approval is a Variable Term Waiver request for Bilingual Cross-Cultural, Language and Development Authorization for the 2023/24 school year. The Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-11, APPROVE Variable Term Waivers for Career Technical Education Credential Holders

Included for Board consideration and approval are Variable Term Waivers for Career Technical Education teachers, who need the English Learner Authorization until their credential is cleared. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-12, APPROVE Agreement with Adventure Education Solutions

Included in the Board binder is an agreement for Extended Learning Winter Camp Enrichment services. Adventures Education Solutions (AES) is a Board approved Request for Qualifications (RFQ) 22-09 vendor. Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied skiing, and snowboarding through real-world and student-centered experiences enrichment outside of the regular school day. Winter Camp Program will be vendor-led for four days during Winter Break. Adventure Education Solutions proposes to provide administrative and logistical support for the Fresno Unified School District Winter Camp ski/snowboard camps at China Peak Resort to promote access up to 150 students in grades nine through twelve. The dates of camp are December 18, 2023, December 21, 2023, January 04, 2024, and January 05, 2024. This is a full-day camp from 5:30 a.m. to 4:00 p.m. each day. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $194,210 are available in the Expanded Learning Opportunity Program Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-13, APPROVE Agreement with Barobo, Inc.

Included in the Board binders is an agreement with Barobo, Inc. This request is to approve Barobo, Inc. curriculum, hardware, and software as part of the University of California, Davis Center for Integrated Computing and STEM Education (C-STEM) program for the African American Academic Acceleration (A4) Math Camp summer program in 2023/24. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $98,960 are available in the 2023/24 African American Academic Acceleration General and Expanded Learning Opportunities Program Budgets. Contact person: Carlos Castillo, telephone 457-3957.

A-14, APPROVE Agreement with Leadership Legacy Consulting LLC

Included in the Board binders is an agreement with Leadership Legacy Consulting LLC. The purpose of Leadership Legacy Consulting's Executive Equity Leadership series is to build the capacity of executive level leaders both individually and collectively to lead with equity at the forefront of decision making for systemic change. Content is centered around mindset work while creating a parallel between adaptive and technical work in the school system to interrupt racist practices, systemically address identity oppression and close equity gaps. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $100,750 are available in the Deputy Superintendent's Budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-15, APPROVE Agreement with SMALLIFY

Included in the Board binders is an agreement with SMALLIFY to partner with the office of African American Academic Acceleration and the Student Voice Initiative to develop and expand on the "Belonging" Professional Learning series. SMALLIFY will work with the A4 student voice group to create design thinking labs that will help generate ideas from the students that will allow them to actively advocate for themselves. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $50,000 are available in the African American Academic Acceleration Budget. Contact person: Carlos Castillo, telephone 457-3957.

A-16, APPROVE Agreement with the University of California, Davis Center for Integrated Computing and STEM Education Professional Learning and Support

Included in the Board binders is an agreement with the University of California, Davis Center for Integrated Computing and STEM Education (C-STEM) professional learning and support for African American Academic Acceleration (A4) Math Camp summer instructional staff in 2023/24. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $23,600 are available in the 2023/24 African American Academic Acceleration General and Expanded Learning Opportunities Program Budgets. Contact person: Carlos Castillo, telephone 457-3957.

A-17, APPROVE Agreement with VMA Communications

Included in the Board binders is an agreement with VMA Communications to provide a complete and thorough review of the Fresno Unified 300-page Literacy Plan. Copy-editing services are critical for this document. These services will enhance the quality and readability of the Literacy Plan. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $16,500 are available in the Learning Recovery Emergency Block Grant Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-18, APPROVE Agreement with Vision Service Plan

Included in the Board binders is an agreement with Vision Service Plan (VSP) to provide vision care services on behalf of the district-eligible active employees, retirees, and their respective dependents from January 01, 2024, through December 31, 2027. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $2.1 million are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-19, APPROVE Agreement with WestEd

Included in the Board binders is an agreement with WestEd for Teaching Pyramid professional development services. The Teaching Pyramid approach incorporates early childhood Positive Behavior Support to promote healthy social-emotional development, support children's appropriate behavior, prevent behavior that is challenging, and address behavior issues. WestEd will provide comprehensive professional development on the Teaching Pyramid. The training will consist of a Training for Trainers Institute for the Early Learning leadership team and instructional coaches. By participating in the Training of Trainers Institute participants will gain knowledge about California Teaching Pyramid concepts and practices training on the module topics. This will build the internal trainers who will deliver the Teaching Pyramid training to teachers and paraprofessionals. Department administrators will participate in Leadership Development to examine policies and procedures, guide the training and technical assistance, and develop a sustainability plan. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $120,295 are available in the Professional Development Funds of the California Department of Education Inclusive Early Education Expansion Program Grant. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-20, APPROVE Addendum to Agreement with Pride Staff, Inc.

Included in the Board binders is an addendum to the agreement with Pride Staff, Inc. to utilize as a supplier of temporary fiscal support staffing. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $63,426 are available in the Fiscal Services Budget. Contact person: Patrick Jensen, telephone 457-6226.

A-21, APPROVE Amendment to the Agreement with Delta Dental of California

Included in the Board binders is an amendment to the agreement with Delta Dental of California. Enhanced services are now being provided to cover all orthodontia services. Delta Dental of California currently provides dental care services for the district's eligible active employees, retirees, and their respective dependents. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $11,004,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-22, APPROVE Amendment to Agreement with Archer & Hound, LLC

Included in the Board binders is an amendment to the agreement with Archer & Hound, LLC. Joint Health Management Board's (JHMB) communication firm to assist with the JHMB website design. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $236,250 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-23, APPROVE Agreement Renewal with Kaiser Permanente

Included in the Board binders is an agreement renewal with Kaiser Permanente to provide medical services for benefit-eligible employees and retirees. Kaiser is one of two medical networks under which district employees and retirees access medical care. The district has offered medical benefits coverage through Kaiser Permanente since April 01, 2012. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $22 million are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-24, APPROVE Agreement Renewal with Marsh & McLennan Agency LLC

Included in the Board binders is an agreement renewal with Marsh & McLennan Agency to provide health plan consulting services to the Joint Health Management Board (JHMB). The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $450,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-25, APPROVE Agreement Renewal with United Healthcare

Included in the Board binders is an agreement renewal with United Healthcare to provide fully insured HMO dental services on behalf of benefit-eligible employees and retirees. The district has offered dental benefit coverage through United Healthcare since March 2007, when United Healthcare acquired Pacific Union Dental. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $656,612 are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-26, APPROVE Update to Legal Services Firms for 2023/24

Included in the Board binders is an update to the 2023/24 list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2023/24 fiscal year. The list includes the firm's name, location, and the 2023/24 attorney hourly rate(s). The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the 2023/24 budget in the Unrestricted General Fund, Workers' Compensation Fund, and Liability Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-27, APPROVE Award of Bid 24-13, Dishwasher Installation at Various Sites Phase I

Included in the Board binders is information on Bid 24-13, Dishwasher Installation at Various Sites Phase I. The project will install new kitchen dishwashers at Ahwahnee, Computech, Scandinavian, and Tehipite Middle Schools, and Duncan and Edison High Schools. The existing units are more than 25 years old and require replacement due to age, condition, repair history and difficulty in locating replacement parts. Staff recommends award to the lowest responsive, responsible bidder: Viking Enterprises (Fresno, California) $142,200. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $142,200 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-28, APPROVE Award of Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

Included in the Board binders is information on Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement. The project will improve classroom ventilation and heating/air conditioning by replacing unit ventilators, heat pumps, roof top units, energy management system, and central plant equipment. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) $ 2,287,319. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $2,287,319 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-29, APPROVE Award of Bid 24-27, Heating, Ventilation and Air Conditioning Air Filters

Included in the Board binders is information on Bid 24-27, Heating, Ventilation and Air Conditioning Air Filters. This bid is to establish a fixed unit price for standard size, poly link, and custom size heating, ventilating and air conditioning air filters, used districtwide.

Staff recommends award to the lowest responsive, responsible bidders: Section A: Total Filtration Services, Inc. (Troy, MI) est. amount $108,390; Section B: Florence Filter Corporation (Compton, CA) est. amount $39,706; Section C: Florence Filter Corporation (Compton, CA) est. amount $75,889. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $223,985 (the estimated annual usage) are available in the Maintenance Department Budget. Funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone 457-3134.

A-30, APPROVE Award of Request for Proposals 24-20, Human Resources Professional Learning Platform

Included for Board consideration and approval is Request for Proposals (RFP) 24-20, Human Resources Professional Learning Platform, to provide an online learning platform that provides current content and coursework to develop skills and allow growth in areas such as but not limited to, clerical training, leadership, conflict resolution, and general office courses such as excel and professional writing, and more advanced content such as SQL, graphic design, or web design. The term is a three-year period with the option to renew for two additional one-year periods beginning December 07, 2023. Approval of the following vendor is recommended: Udemy, Inc. (San Francisco, California) estimated annual amount of $98,200. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the estimated amount of $98,200 are available in the Elementary and Secondary School Emergency Relief III Fund. Contact person: David Chavez, telephone 457-3548.

A-31, DENY Claim GL23-0513-10271

Included in the Board binders is a Claim for Damages by a minor, case GL23-0513-10271. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-32, DENY Claim GL23-0814-10204

Included in the Board binders is a Claim for Damages by a minor, case GL23-0814-10204. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-33, DENY Claim GL23-0831-10190

Included in the Board binders is a Claim for Damages by a minor, case GL23-0831-10190. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-34, RATIFY Agreement with The College Board for Advanced Placement Exams

Included in the Board binders is an agreement with The College Board for Advanced Placement (AP) exams. In Spring 2024, The College Board will furnish the AP exams. In connection with The College Board's administration of the 2024 AP Exams, The College Board will provide an on-line participation form for the e-signature to each of the district's schools, which authorizes each school to order and administer AP exams. The College Board will make AP participation and performance data available for the district's students enrolled in schools participating under this agreement. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $378,510 are available in the Analysis, Measurement & Accountability Budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-35, RATIFY Agreement with the Fresno County Superintendent of Schools

Included in the Board binders is an agreement with Fresno County Superintendent of Schools (FCSS) to provide arts integration professional learning and coaching to elementary teachers. FCSS will also provide workshops and demonstration lessons to secondary music and theatre teachers, and a music specialist will work with secondary music teachers to create a secondary scope and sequence document. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $81,400 are available in the Arts and Music Budget (Proposition 28 funds). Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-36, RATIFY Addendum to the Agreement with Kaleidoscope

Included in the Board binders is an addendum to the agreement with Kaleidoscope. The agreement with Kaleidoscope is increased from $25,000 to $27,150 to provide additional services to support the facilitation of scholarship application and awarding process for graduating seniors through the Foundation for Fresno Unified Schools. Additional funding and services will include support in scoring student applications, improved communication, and encouragement for students to complete applications via Short Message Service (SMS) text messages and to provide disbursement of awards to the student scholarship winners. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $27,150 are available in the General Funds Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-37, RATIFY Addendum to the Agreement with Supplemental Health Care, Incorporated

Included in the Board binders is the request to ratify the addendum with Supplemental Health Care, Incorporated to include an additional $177,909 providing for an increase of Educationally Related Mental Health Services Providers (ERMHS). These additional ERMHS provided necessary support for students per their Individualized Education Program. The original contract agreement was reviewed and approved by the Board of Trustees on June 21, 2022.

This increase allowed an additional seven Educationally Related Mental Health Services Providers. The term of the addendum began February 01, 2023, and ended June 30, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $177,909 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-38, RATIFY Amendment to the Agreement with Directed Analytics

Included in the Board binders is an amendment to the agreement with Directed Analytics. Directed Analytics will provide the Office of African American Academic Acceleration (A4) a functional integrated dashboard intended to support the programmatic services and cross-program data tracking that the A4 office provides to African American students in grades kindergarten through twelve. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of the $90,300 increase are available in the Office of African American Academic Acceleration Budget. Contact person: Carlos Castillo, telephone 457-3957.

A-39, RATIFY Change Orders

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

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing
Change Order 3 (Interim Housing) presented for ratification: $82,976

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing
Change Order 2 (Interim Housing) presented for ratification: $9,641

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB)
Change Order 1 (Interim Housing) presented for ratification: $136,733

Bid 23-67, Bullard Talent K-8 School Site Improvements
Change Order 1 presented for ratification: $48,356

Bid 23-71 Sections A and C, Concrete Slabs for Outdoor Tables at Various Sites
Change Order 1 presented for ratification: $11,208

Bid 23-71 Sections D and E, Concrete Slabs for Outdoor Tables at Various Sites
Change Order 1 presented for ratification: $21,925

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $229,350 is available in the Measure M Fund for Bids 23-02, 23-23, and 23-33; $48,356 is available in the School Facilities Fund for Bid 23-67; $33,133 is available in the General Fund for Bids 23-71 Sections A and C and 23-71 Sections D and E. Contact person: Paul Idsvoog, telephone 457-3134.

A-40, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for projects completed according to plans and specifications as follows:

Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements

Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing

Bid 23-67, Bullard Talent K-8 School Site Improvements

Bid 23-71 Sections A and C, Concrete Slabs for Outdoor Tables at Various Sites

Bid 23-71 Sections D and E, Concrete Slabs for Outdoor Tables at Various Sites

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

A-41, RATIFY Purchase Orders from September 01, 2023, through September 30, 2023 – Primary Report

Included in the Board binders is information on purchase orders issued from September 01, 2023, through September 30, 2023. There are two agenda items presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone 457-3134.

A-42, RATIFY Purchase Orders from September 01, 2023, through September 30, 2023 – Supplemental Report

Included in the Board binders is information on purchase orders issued from September 01, 2023, through September 30, 2023. There are two agenda items presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone 457-3134.

END OF CONSENT AGENDA
(ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

***7:45 P.M.**

B-43, DISCUSS and APPROVE the 2022/23 Audited Financial Statements Prepared by Crowe LLP

Included in the Board binders is the Annual Financial Audit Report for Fresno Unified School District as prepared by external auditors, Crowe LLP. The audit report is completed for submission to the State Department of Education. Each year the district is required to have its financial statements audited by an independent accounting firm. We are pleased to report Fresno Unified School District has received an Unmodified Opinion for the 2022/23 Audit, which is the best opinion that can be issued. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

***8:00 P.M.**

B-44, DISCUSS and APPROVE the 2023/24 First Interim Financial Report

Included in the Board binders is the 2023/24 First Interim Financial Report for Fresno Unified School District. It is required for California school districts to approve interim financial reports twice each fiscal year. Fresno Unified School District's 2023/24 First Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on October 31, 2023, year-to-date revenue and expenditures as required by state law. The Superintendent recommends approval of the First Interim Financial Report for submission to the County Superintendent of Schools. Fiscal impact: A positive certification reflects that the district's projected reserve for 2023/24 at $125.33 million exceeds the minimum required reserve for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. The support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the State assumptions developed by the California County Superintendents Educational Services Association. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-45, RECEIVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for ten Board Policies (BP) and one Exhibit (E) as follows:

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 0460 Local Control and Accountability Plan
- BP 1312.3 Uniform Complaint Procedures
- BP 3230 Federal Grant Funds
- BP 3250 Accounts Receivable Write Off Policy
- BP 3320 Claims and Actions Against the District
- BP 3530 Insurance Management
- BP 4113.5 Telework (NEW)
- BP 4156.3, 4256.3, 4356.3 Employee Property Reimbursement
- BP 6020 Parent Involvement
- E 9270 Conflict of Interest

These revisions meet the California School Boards Association recommendations and best practices. The items will be brought back for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-46, RECEIVE Call for Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections

California Education Code Section 35023 states, the governing board of each school district of every kind or class shall annually at its annual organizational meeting select one of its members as its voting representative who will represent the district in the next election of Fresno County Committee on School District Organization (FCCSDO) members. Additionally, pursuant to FCCSDO policy, the Board may also select a second governing Board member to serve as the district's alternate representative should the selected representative be unable to perform the task of voting. The selection of the voting representative must be done by nomination and vote of the Board during the annual organizational meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

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 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, DECEMBER 13, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-1

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

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: Manjit Atwal

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

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

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

BOARD OF EDUCATION APPENDIX A 1

A-1

Fresno Unified School District

Date: December 06, 2023

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

Certificated Personnel

1074540	Harvey	Robyn	Nurse	Health Services	11/27/2023
1085010	Martinez Murguia	Yessenia	Nurse	Health Services	11/1/2023
1079252	Myers	Brenda	Teacher, Lrng Hndcp, Sdc	Phoenix Acad Elementary-Dcds	10/11/2023
1036025	Sharp	Renishia	Teacher, Handicapped, Severely	Fresno High School	11/27/2023

Classified Personnel

1085104	Aguilar	Salvador	Mechanic, Hvac & Refrigeration	Maintenance And Operations	11/27/2023
1039539	Alvarez-Villafuerte	Gabriela	Paraprof, After Schl/Ext Day	Addams Elementary	10/16/2023
1079615	Aquino	Odalis	Paraprof, Instructional Asst	Viking Elementary	10/4/2023
1083326	Arellano	Martie	Nutrition Services Assistant	Food Services	10/16/2023
1084532	Bosavanh	Hongphavanh	Paraprof, Moderate/Severe	Ewing Elementary	11/1/2023
1079607	Cabrera	Gisel	Manager, Department Office	Preschool Office	10/16/2023
1080921	Campbell	Malik	Assistant, Campus Safety	Columbia Elementary	10/2/2023
1077523	Campos	Christopher	Assistant, Campus Safety	Ewing Elementary	9/18/2023
1084760	Cardenas	Isaac	Paraprof, Instructional Asst	Eaton Elementary	8/11/2023
1083853	Carrell	Donna	Assistant, School Office	Viking Elementary	10/30/2023
1085144	Carter	Eunique	Paraprof, After Schl/Ext Day	Columbia Elementary	11/13/2023
1075522	Castro Gonzalez	Samantha	Payroll Specialist	Payroll Department	10/30/2023
1084986	Ceballos Saavedra	Juanita	Paraprof, Instructional Asst	Forkner Elementary	11/1/2023
1079641	Certick	Sheena	Paraprof, Instructional Asst	Wishon Elementary	10/16/2023
1085083	Chang	Gaohli	Paraprof, After Schl/Ext Day	Aynesworth Elementary	11/13/2023
1085053	Chik	Yeah	Paraprof, After Schl/Ext Day	Vang Pao Elementary	10/30/2023
1080217	Contreras	Lorena	Nutrition Services Assistant	Food Services	10/16/2023
1065385	Covarrubias	Jessica	Technician, Libr Media-Elem	Sunset Elementary	11/27/2023
1084987	Delgado	Steven Anthony	Paraprof, Mild/Moderate	Holland Elementary	10/31/2023
1081855	Duarte	Marlene	Assistant, School Office	Terronez Middle School	11/1/2023
1085091	Ellen	Jonathan	Mechanic, Hvac & Refrigeration	Maintenance And Operations	11/17/2023
1078712	Farrah	Jennifer	Assistant, School Office	Rata	10/16/2023
1079797	Fathalli	Sonia	Paraprof, Early Chldhd Mil/Mod	Kratt Elementary	11/9/2023
1079686	Fernandez	Elisa	Paraprof, After Schl/Ext Day	Mccardle Elementary	9/20/2023
1084230	Fernandez Chavez	Faith	Nutrition Services Assistant	Nutrition Services	9/18/2023
1084595	Galaviz	Roxanne	Paraeducator, Autism	Holland Elementary	11/16/2023
1085100	Gomez	David	Mechanic, Hvac & Refrigeration	Maintenance And Operations	11/17/2023
1083541	Guerrero	Monica	Nutrition Services Assistant	Nutrition Services	10/16/2023
1082810	Hamil	Hunter	Custodian	Fort Miller Middle School	10/16/2023
1079971	Hanks	Patricia	Specialist, Hum Res Data II	Human Resources	11/13/2023
1065966	Her	Irans	Technician, Staff Development	Professional Development E St	11/2/2023
1082784	Her	Jer	Custodian	Scandinavian Middle School	10/16/2023
1063686	Hooks III	Robert	Assistant, Campus Safety	Fort Miller Middle School	11/15/2023
1047688	House	Nicole	Paraprof, Mild/Moderate	Fresno High School	10/16/2023

1079463	Keith	Victoria	Specialist, Tier II Intervention	Prevention And Intervention	10/16/2023
1067805	Keller	Breanna	Assistant, Campus Safety	Terronez Middle School	11/1/2023
1070787	Laurent	Ebony	Assistant, Campus Safety	Cesar Chavez Adult School	11/13/2023
1039142	Lealaimatafao	Maria	Specialist, Tier II Intervention	Prevention And Intervention	11/13/2023
1082191	Lopez	Gamaliel	Nutrition Services Assistant	Nutrition Services	11/13/2023
1080470	Lovelace	Kela	Paraprof, After Schl/Ext Day	Williams Elementary	11/27/2023
1053239	Lucio	Jasmine	Paraprof, Mild/Moderate	Slater Elementary	10/16/2023
1084246	Mejia	Martin	Specialist, Irrigation	Maintenance And Operations	11/13/2023
1085099	Mendoza Rivera	Gloria	Paraprof, Child Development	LaVera Williams Child Dev Cent	11/13/2023
1085014	Montejano	Katherine	Facltr, Schl Readiness	Cooper Middle School	10/30/2023
1082653	Morales-Sanchez	Sandra	Nutrition Services Assistant	Nutrition Services	10/20/2023
1085027	Munoz	Rosalinda	Nutrition Services Assistant	Food Services	11/1/2023
1050592	Olague	Ashley	Paraprof, Moderate/Severe	Lawless Elementary	10/9/2023
1083825	Ortega	Destanie	Nutrition Services Assistant	Nutrition Services	10/16/2023
1082664	Parsons	Scott	Paraprof, Moderate/Severe	Homan Elementary	10/31/2023
1081668	Pen	Douk	Nutrition Services Assistant	Nutrition Services	10/13/2023
1084048	Pena- Ceballos	Clarissa	Paraprof, Early Chldhd Mil/Mod	Columbia Elementary	10/16/2023
1082005	Perea Flores	Eloisa	Paraprof, Instructional Asst	Burroughs Elementary	10/24/2023
1069579	Pierson	Lisa	Assistant, Attendance Records	Sunnyside High School	11/2/2023
1081492	Ramirez	Elizabeth	Custodian	Scandinavian Middle School	11/6/2023
1079401	Reyes	Clarissa	Paraprof, Instructional Asst	King Elementary	11/17/2023
1084985	Richardson	Michaela	Paraprof, After Schl/Ext Day	Eaton Elementary	11/1/2023
1082579	Riggins-Patch	Owen	Paraprof, Early Chldhd Mil/Mod	Wolters Elementary	11/13/2023
1083339	Rios	Jonathan	Nutrition Services Assistant	Nutrition Services	10/16/2023
1085186	Roman-Nunez	Yazmin	Paraprof, Instructional Asst	Ewing Elementary	11/27/2023
1083784	Romero De La Cruz	Daisy	Nutrition Services Assistant	Nutrition Services	10/16/2023
1062361	Rubio	Isabel	Lead, After Schl/Ext Day	Yosemite Middle School	10/16/2023
1083794	Ruiz	Maria	Liaison, Home/School Spanish	Fremont Elementary	11/15/2023
1077480	Sandoval	Vanessa	Specialist, Tier II Intervention	Prevention And Intervention	11/17/2023
1085115	Santos	Danielle	Specialist, Hum Res Data II	Human Resources	11/15/2023
1085192	Sisty	Michelle	Nutrition Services Assistant	Food Services	11/6/2023
1079612	Sosa-Alatorre	Gabriel	Lead, After Schl/Ext Day	Baird	9/18/2023
1084386	Tarango	Amber	Paraprof, Instructional Asst	Mccardle Elementary	11/8/2023
1077832	Taylor	Ann	Paraprof, Moderate/Severe	Forkner Elementary	11/1/2023
1084992	Thao	Kalia	Paraprof, Child Development Bilingual	Balderas Elementary	10/30/2023
1046855	Thao	Tou	Custodian	Olmos Elementary	10/13/2023
1082649	Trejo Raygoza	Rocio	Paraprof, Instructional Asst	Aynesworth Elementary	10/16/2023
1085117	Tuffanelli	Caitlyn	Specialist, Tier II Intervention	Prevention And Intervention	11/13/2023
1085084	Uriarte-gonzalez	Stephanie	Paraprof, Mild/Moderate	Vang Pao Elementary	11/2/2023
1084988	Valdez	Patricia	Itinerant, DHH Sign Interprtr	Special Ed	11/6/2023
1063878	Vance	Kevin	Assistant, Campus Safety	Cambridge Continuation High	10/16/2023
1082747	Vang	Sava	Paraprof, DHH Sign	Hoover High School	10/16/2023
1085160	Vang	Stacy	Paraprof, Instructional Asst	Hamilton School	11/13/2023
1085026	Vang	Starshine	Paraprof, Instructional Asst	Vang Pao Elementary	11/3/2023
1053125	Vazquez	Robert	Lead, After Schl/Ext Day	Cooper Middle School	11/6/2023
1082955	Walker	Matthew	Paraprof, Moderate/Severe	Adult Transition Prog Fairmont	10/30/2023
1077709	Whitfield	Jordan	Paraprof, Instructional Asst	Ewing Elementary	10/20/2023
1078328	Woodcock	Benjamin	Technician, Libr Media-Elem	Gibson Elementary	10/16/2023
1084989	Xiong	Yeng	Paraprof, After Schl/Ext Day	Vang Pao Elementary	10/30/2023
1082806	Yang	David	Assistant, Campus Safety	Vang Pao Elementary	11/13/2023
1083947	Yang	Justice	Specialist, Tech Support I	Technology Services	10/26/2023

1084837	Yang	Mai	Paraprof, Child Development	Webster Elementary	11/13/2023
1085098	Yang	Moua	Paraprof, Computer Lab Asst II	Cesar Chavez Adult School	11/6/2023
1079368	Yang	Nhia	Specialist, Hum Res Data II	Human Resources	2/14/2022
1073690	Yang	William	Custodian	Hoover High School	11/6/2023

Management Classified

1084984	Kantarci	Markus	Manager I, App Dev & Support	Technology Services	11/6/2023
1085065	Navarro	Margarita	Manager, Business Operations	Parent Involvement Office	11/6/2023
1085016	Sowden	Ashley	Behavioral Intervention Specialist	Prevention And Intervention	10/31/2023
1084983	Zaninovich	Laurie	Analyst, General	Instructional Services	10/30/2023

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1006482	Blasingame	Marianne	Teacher, Senior High	Bullard High School	12/12/2023
1081787	Chhun	Sarina	Teacher, Lrng Hndcp, Sdc	Wolters Elementary	12/31/2023
1032526	Dorough	Jeff	Teacher, Elementary	Storey Elementary	1/31/2024
1069507	Hawari	Hana	Nurse	Health Services	11/17/2023
1084033	Parry	Lisa	Teacher, Handicapped, Severely	Hamilton School	10/27/2023
1065850	Peterson	Nicholas	Teacher, Middle School	Kings Canyon Middle School	11/26/2023
1010124	Raterman Doidge	Mary	Teacher, Middle School	Tenaya Middle School	12/15/2023
1035148	Vang	Chiamee	Teacher, Bilingual	Balderas Elementary	10/30/2023

Classified Personnel

1076009	Anderson	Jennifer	Nutrition Services Assistant	Nutrition Services	11/15/2023
1079802	Arellano Berdin	Israel	Assistant, Noontime	Fort Miller Middle School	4/28/2023
1074401	Arreguin Gutierrez	Stephanie	Paraprof, Early Chldhd Mil/Mod	Storey Elementary	10/2/2023
1025636	Babb	Barbara	Assistant, Medical	Health Services	1/30/2024
1080552	Carbajal	Peter	Lead, After Schl/Ext Day	Scandinavian Middle School	11/17/2023
1019333	Carrillo	Alex	Paraprof, Moderate/Severe	Lane Elementary	12/29/2023
1045902	Chanthaphuang	Khamla	Paraprof, Mild/Moderate	Eaton Elementary	10/31/2023
1082659	Cruz	Cecilia	Paraprof, Moderate/Severe	Anthony Elementary	11/17/2023
1028524	Gibney	Trin	Paraprof, Mild/Moderate	Slater Elementary	11/6/2023
1009099	Gutierrez	Elaine	Paraprof, Resource Lab	Adult Ed 5% Tech	12/1/2023
1016252	Hinojosa	Margie	Paraeducator, Community Based	IMC Special Ed	12/29/2023
1051381	Houston	Mark	Specialist, Electronics Serv	Maintenance And Operations	12/29/2023
1073396	Lee	Trinity	Paraprof, After Schl/Ext Day	Delmar Elementary	11/10/2023
1063565	Liles	Peggy	Nutrition Services Assistant	Packaging Center	10/20/2023
1074609	Madrigal	Maiah	Assistant, Resrce Cnslg	Turner Elementary School	11/10/2023
1082889	Moua	Billy	Specialist, Tech Support I	Technology Services	11/13/2023
1036872	Moua	Chu	Custodian	Leavenworth Elementary	11/30/2023
1075741	Pedroza	Melissa	Paraprof, Early Chldhd Mil/Mod	Kratt Elementary	11/8/2023
1083251	Perez Perez	Diana	Assistant, Resrce Cnslg	Mccardle Elementary	11/17/2023
1075810	Quintana	Jana	Assistant, Benefits Eligibilit	Benefits & Risk Management	1/2/2024
1084335	Romero Hernandez	Jessica	Lead, After Schl/Ext Day	Burroughs Elementary	11/3/2023
1008067	Sanchez	Sylvia	Technician, Attendance	Cesar Chavez Adult School	12/29/2023
1084356	Torres	Patricia	Assistant, Noontime	Addams Elementary	11/9/2023
1061744	Vang	Kelvin	Nurse, Vocational License	Health Services	11/17/2023
1033493	Var	Sereyvuth	Liaison, Community Relations	Parent Involvement Office	12/29/2023

DECEASED

Certificated Personnel

1048620	Navarro	Maria	Teacher, Handicapped, Severely	Terronez Middle School	10/23/2023

LEAVE REQUEST

Classified Personnel

1075318	Carrillo	Reina	Paraprof, Computer Lab Asst II	Cesar Chavez Adult School	11/19/2023
1074160	Reyes	Ashley	Paraprof, Moderate/Severe	Terronez Middle School	2/18/2024
1061315	Silva	Christina	Paraprof, After Schl/Ext Day	Malloch Elementary	1/7/2024
1068707	Yang	Tong	Nutrition Services Assistant	Food Services	11/12/2023

Management Certificated

1080224	Rodriguez	Rebecca	Clinical School Social Worker	Prevention And Intervention	11/19/2023

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1069966	Spalliero	Amanda	Assistant, Office	Nutrition Services	11/27/2023

Management Certificated

1067419	Maglieri	Victoria	Principal II	Anthony Elementary	11/1/2023

PROMOTIONS

Classified Personnel

1079517	Ahmed	Yasmin	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	10/26/2023
1083123	Barajas-adame	Juan	Liaison, Home/School Spanish	Gibson Elementary	11/16/2023
1067322	Candler Jr	Raymond	Nutrition Services Manager	Food Services	11/7/2023
1066786	Connors	Hilary	Paraeducator, Community Based	IMC Special Ed	11/14/2023
1080270	Cuenca	Ariana	Secretary, Administrative II	Elementary Division Area III	10/23/2023
1078554	Damas	Nancy	Developer, Job II	Sunnyside High School	11/27/2023
1080098	Davila	Samantha	Paraeducator, Autism	Greenberg Elementary	10/13/2023
1082012	Dominguez	Janeth	Paraprof, Moderate/Severe	Aynesworth Elementary	10/25/2023
1062652	Garza III	Samuel	Paraeducator, Autism	Heaton Elementary	11/1/2023
1066003	Gonzales	Sylvia	Paraeducator, Community Based	Fresno High School	10/17/2023
1050873	Grijalva	Reginald	Paraeducator, Autism	Anthony Elementary	10/12/2023
1081064	Guzman	Tanisha	Paraeducator, Community Based	Ginsburg Elem-Lori Ann Infant	9/29/2023
1068010	Lor	Ricky	Worker, Grnds Maint III Gang R	Plant Operations	11/1/2023
1070905	McIntyre	Sasha	Specialist, Tier II Intervention	Prevention And Intervention	10/31/2023
1046278	Medrano	Goretti	Specialist, Primary Lang Instr	Parent Involvement Office	11/15/2023
1060655	Mejia	Sandra	Paraeducator, Autism	Kirk Elementary	10/17/2023
1064213	Mendoza III	Roberto	Developer, Job II	Duncan Polytechnical	10/26/2023
1043392	Mikami	Sakae	Supervisor, School Food Serv	Packaging Center	10/30/2023
1083086	Mireles Padilla	Alondra	Paraeducator, Autism	Greenberg Elementary	10/31/2023
1078465	Rojas	Karla	Assistant, Resrce Cnslg	Aynesworth Elementary	11/28/2023
1077531	Rubio	Celina	Technician, Help Desk Support	Technology Services	10/30/2023
1064424	Trinidad	Selina	Technician, Student Transfer	Transfers Office	11/2/2023
1028764	Villalva	Maria	Secretary, Administrative I	Health Services	10/12/2023
1082210	Ward	Jessica	Nutrition Services Cook/Baker	Food Services	11/30/2023

Management Classified

1065491	Gardner	Dawn	Analyst II	Elementary Division Area III	10/30/2023
1068945	Johal	Tarandeep	Analyst II	Human Resources	11/1/2023
1032195	Vang	Bon	Administrative Analyst	Operational Services	10/25/2023

Management Certificated

1065816	Garza	Felicia	Manager II, Social Emot Supp	Prevention And Intervention	10/11/2023
1074506	Gonzalez	Alycia	Manager II, Regional Instruct	Special Ed	10/30/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-3

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the November 01, 2023, Board of Education regular meeting and the November 15, 2023, Board of Education workshop.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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

BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, 2nd FLOOR
FRESNO, CA 93721
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
November 01, 2023
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 November 01, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas. Superintendent Robert G. Nelson, Ed.D. was also present.

For the record, Board Member Thomas participated from the teleconference location as follows: 18276 Sorrento Street, Detroit, Michigan 48235, open to the public; and, pursuant to Government Code Section 54953 (B)(2), all action taken during this teleconferenced meeting was by roll call vote.

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

For the record, Board Member Levine arrived at 4:36 p.m.

For the record, it came to the district's attention two items needed to be added to the Conference and Discussion section of the agenda for the November 01, 2023, Board of Education meeting.

For the record, the motion is recorded as follows:

Shall the Board add items to its open session agenda titled:

Consideration and Action to ratify the Tentative Agreement between the district and Fresno Teachers Association, including issuance of AB1200 information.

Consideration and Action on a resolution between the district and Fresno Teachers Association to jointly commit to developing a collaborative committee to identify the most impactful student and family services and supports.

And, as part of and in support of this motion, does the Board find that the need for action is immediate and that the need for action came to the attention of the district after the posting of the agenda? Is there any discussion?

On a motion by Board Member Davis, seconded by Board Member Cazares, the Board approved to add to the Conference and Discussion section of the agenda, items B-28, Consideration and Action to ratify the Tentative Agreement between the district and Fresno Teachers Association, including issuance of AB1200 information; and, B-29, Consideration and Action on a resolution between the District and Fresno Teachers Association to jointly commit to developing a collaborative committee to identify the most impactful student and family services and supports, by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Clerk Wittrup, and Board President Islas. ABSENT: Board Member Levine.

For the record, the Board was also in receipt of three appeals of investigation findings related to personnel complaints. Two of the employees filing appeals made requests for the subcommittee recommendations to be presented in open session. In accordance with BP/AR 4030, Board President Islas presented the recommendations, and each employee had five (5) minutes to address the board.

For the record, Board President Islas read the following:

> Appeal of Confidential Administrative Determination, Heidi Sagasar.
> On or about May 04, 2023, Ms. Sagasar filed a personnel complaint against the Executive Director of Health Services. After investigation, a Notice of Determination was provided to Ms. Sagasar indicating the allegations were not sustained. On August 09, 2023, Ms. Sagasar submitted an appeal of the determination for Board consideration.
>
> In accordance with BP/AR 4030, a three-trustee subcommittee was appointed to review the appeal of administrative determination. In addition to myself, members of the subcommittee included Board Clerk Susan Wittrup and Board Member Andy Levine. The subcommittee met on Tuesday, October 31, 2023, and reviewed the appeal and related documents.
>
> After review and full consideration of Ms. Sagaser's appeal, the subcommittee recommends the Board direct Human Resources to initiate a supplemental investigation regarding the complaint.
>
> 1. Ms. Sagasar: Contends the investigation was not neutral and requested a new consolidated investigation facilitated by a neutral, impartial investigator.

For the record, Board President Islas read the following:

> Appeal of Confidential Administrative Determination, Joni Kolb.
> On or about May 30, 2023, Ms. Kolb filed a personnel complaint against the Executive Director of Health Services.

After investigation, a Notice of Determination was provided to Ms. Kolb indicating the allegations were not sustained. On September 22, 2023, Ms. Kolb submitted an appeal of the determination for Board consideration.

In accordance with BP/AR 4030, a three-trustee subcommittee was appointed to review the appeal of administrative determination. In addition to myself, members of the subcommittee included Board Clerk Susan Wittrup and Board Member Andy Levine. The subcommittee met on Tuesday, October 31, 2023, and reviewed the appeal and related documents.

After review and full consideration of Ms. Kolb's appeal, the subcommittee recommends the Board direct Human Resources to initiate a supplemental investigation regarding the complaint.

2. Ms. Kolb: Requested the Board open a new and independent investigation of the age discrimination complaint she filed with Fresno Unified School District.

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 Islas ADJOURNED the Regular Board Meeting to Closed Session at 4:46 p.m.

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

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

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

Board President Islas RECONVENED the meeting to Open Session at 7:32 p.m.

Reporting Out of Closed Session

- On a motion by Board Clerk Wittrup, seconded by Board Member Cazares, the Board acted in Closed Session to approve a positive evaluation for Superintendent Robert G. Nelson, Ed.D., by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

- On a motion by Board Member Thomas seconded by Board Member Davis, the Board acted in Closed Session to promote Ivan Flores to Administrator in Human Resources/Labor Relations, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

- On a motion by Board Member Cazares, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to promote Ashley Aouate to Director in Information Technology, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

- On a motion by Board Member Jonasson Rosas, seconded by Board Clerk Wittrup, the Board acted in Closed Session to direct further proceedings including but not limited to a supplemental investigation regarding the complaint by Ms. Joni Kolb, by a roll call vote of 5-1-1-0 as follows: AYES: Board Members: Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas. NOES: Board Member Cazares. ABSTENTIONS: Board Member Thomas.

- On a motion by Board Member Jonasson Rosas, seconded by Board Clerk Wittrup, the Board acted in Closed Session to direct further proceedings including but not limited to a supplemental investigation regarding the complaint by Ms. Heidi Sagasar, by a roll call vote of 5-1-1-0 as follows: AYES: Board Members: Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas. NOES: Board Member Cazares. ABSTENTIONS: Board Member Thomas.

- On a motion by Board Member Jonasson Rosas, seconded by Board Clerk Wittrup, the Board acted in Closed Session to direct further proceedings including but not limited to a supplemental investigation regarding a complaint appeal filed by an employee pursuant to Board Policy 4030, by a roll call vote of 5-1-1-0 as follows: AYES: Board Members: Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas. NOES: Board Member Cazares. ABSTENTIONS: Board Member Thomas.

PLEDGE OF ALLEGIANCE

Maritza Lua led the Flag Salute.

HEAR Reports from Student Board Representatives

The Board heard comments and reports from Student Board Representatives from Hoover High School.

HEAR Report from Superintendent

- Announced we have reached a tentative agreement with the Fresno Teachers Association. Our tentative agreement provides many benefits to our teachers, continues a fiscally strong budget, and most importantly supports our students. This agreement brings 16% in ongoing salary increases, an additional 5% in one-time payments, a Bridge to Medicare ensuring affordable, high-quality medical coverage for life upon retirement, substantive movement towards class size reduction, and charts a clear path forward for continued collaboration in hopes of avoiding this situation in the future.
- Shared this was incredibly tough work and there are so many people to thank for avoiding a strike and working towards amazing things on behalf of our students. Thank you to our Board of Education Trustees. Without this Board, we could never have come to this "historic" agreement. Thank you to our bargaining team. I thank every staff member that came to the table, or even in support of the table, throughout this process. I especially thank:
    - Our Chief of HR and Chief Negotiator, David Chavez,
    - Our Deputy Superintendent, Misty Her,
    - Our Chief Financial Officer, Patrick Jensen,
    - Our Assistant Superintendent of Labor Negotiations, Annarita Howell,
    - Our Chief Communications Officer, Nikki Henry,
    - Our Chief Academic Officer, Natasha Baker, and
    - Our attorneys Peter Schaffert and Nicole Tucker of AALRR.
- I also want to thank all the third-party supporters who helped us to communicate, rebuild trust, and reach an agreement that builds a path forward of collaboration and unity. Special thanks to:
    - Larry Dunn and Linda Hoff – peacemakers who were with us through October helping us to reach the finish line when we were not sure it was possible.
    - Don Raczka, John Gray, Mitch Olson, and Jun Payoyo – experienced mediators and factfinders who helped us to cut through the noise and find some important points of compromise.
    - I also need to shout out our incredible Principals, Instructional Superintendents, and Assistant Superintendents of HR – you all have walked the calm walk throughout this process, providing calm and confidence to your staff, your students, and your families. You are the backbone of our district and without you we would not be here.
    - My deepest gratitude to Fresno Teachers Association – both the bargaining team, especially Manuel Bonilla, Louis Jamerson, and Taylor Vizthum, and to our teachers as a whole. This has NOT been easy, and oftentimes you were in difficult situations in the lead up to a potential strike. I appreciate your passion, your voices, and most importantly your love for our students.

- Last but certainly not least, I want to thank our students and their families. This has been a tough start to the school year. You've been the innocent bystanders wading through the difficulties of these negotiations, carrying the stress and uncertainty on your shoulders. It does not go unnoticed. Thank you. This deal really is for YOU.
- We are all coming off of several stressful months preparing for a potential strike, and I just send my love to all as we heal and move forward together.
- There are many other amazing things going on across our district, but I know this is the biggest on folks' minds currently. I will save other updates for our weekly messages and a future Board meeting. Today, let us just start this month of gratitude with perspective and thanks to be moving forward on behalf of our students together.

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Clerk Wittrup: Shared excitement for National School Psychology Week, November 06 – 10, 2023. Congratulated Fresno Unified School Psychologists and shared contributions school Psychologist bring to our schools.

Member Cazares: Shared meetings taking place in the Hoover region as follows: November 08, 2023, the Hoover region Local Control and Accountability Plan (LCAP) meeting, and November 13, 2023, the Safe Routes to Schools Community meeting. Thanked Veterans for their service to our great nation. Thanked staff for their efforts in reaching an agreement with the Fresno Teachers Association. Thanked staff for the tour of the Farber Campus, commented on the community spaces that will be available for use and the commercial grade kitchen. Commented the Farber Campus is a wonderful place to highlight what Fresno Unified provides for their students.

Member Thomas: Expressed thanks for the agreement between Fresno Unified and the Fresno Teachers Association. Thanked Amy Idsvoog for attending the Fresno International Transportation Innovations Pedal Summit. Member Thomas thanked her family and her Fresno Unified family for their support.

President Islas: Recognized campuses for maintaining normalcy during stressful times; provided shout out to Norseman for their Trunk or Treat, Mayfair for their Halloween Parade, and Addicot for their Boogie Bash. Shared it was good these events continued as they were highlights for the children and enjoyed by families.

Shared shout outs for Athletics in the McLane region as follows: Turner Elementary went to the district tournament in volleyball; Yosemite won the Division II Football Championship; Duncan's JROTC competed and took number one in the Adventure Challenge.

Additionally, acknowledged social emotional investments as follows: Turner Elementary has established a BU Young Men of Color Club, and a Girls' Power Club; and Addicot established a Healing Village.

Shared an invitation to Addicott's Thanksgiving Celebration at 11:00 a.m. on November 17, 2023.

Student Member Pitcher: Shared from a student's perspective and commented on being happy to see history made with the agreement between Fresno Unified School District and the Fresno Teachers Association. Shared the agreement will allow students to become closer with their teachers and will help the district hire the most qualified teachers. Commented on being proud that not only did the teachers win but the students as well.

OPPORTUNITY for Public Comment on Consent Agenda items

For the record, the Board received two (2) requests to address the Board on the Consent Agenda. The individuals' name and a summary of topic are as follows:

1. Gloria Hernandez: Addressed the Board on agenda item A-20. Shared comments by John F. Kennedy pertaining to the use of federal funds. Congratulated the Board and Superintendent on the agreement with the Fresno Teachers Association and shared concern that there needs to be more outreach in Spanish for the Cesar Chavez Adult School.
2. Michael Kurnosoff: Addressed the Board on agenda item A-20. Shared concern for students facing discrimination.

On a motion by Board Member Cazares, seconded by Board Member Davis, the Board approved the Consent Agenda except for agenda items A-7 and A-20 which were pulled for further discussion, and A-22 which was pulled by staff, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

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 October 04, 2023.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the September 27, 2023, and the October 04, 2023, regular Board meetings.

A-4, ADOPT Resolution 24-22, Proclaiming November 06 - 10, 2023, as National Psychology Week

ADOPTED as recommended, resolution 24-22, proclaiming November 06 - 10, 2023, as National School Psychology Week.

A-5, ADOPT Resolution Ordering the Date of the Annual Organizational Meeting of the Governing Board

ADOPTED as recommended, resolution 24-23, Ordering the Date of the Annual Organizational Meeting of the Governing Board as December 13, 2023.

A-6, APPROVE Graduation Schedule for the Class of 2024

APPROVED as recommended, the proposed schedule for the Class of 2024 graduation ceremonies.

A-7, APPROVE Agreement with the Council of the Great City Schools

APPROVED as recommended, an agreement with the Council of the Great City Schools (CGCS). The Council of the Great City Schools will conduct a review of the Special Education Program and Services during the fall of 2023.

For the record, Board Members had comments/questions pertaining to agenda item A-7. A summary is as follows:

Board Clerk Wittrup: Commented on being pleased the Council of the Great City Schools will provide a progress review of the Special Education Department. Requested their review include baseline staffing for paraprofessionals and teachers in the Autism program, DIS and Low Incident concerns, and caseload monitoring.

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

A-8, APPROVE Agreement with Delta Fund Administrators, LLC
APPROVED as recommended, an agreement renewal with Delta Fund Administrators for services related to the district's health plan and the Joint Health Management Board (JHMB) operational requirements.

A-9, APPROVE Agreement with Edgar Reyan DBA Consulting Services, LLC
APPROVED as recommended, an agreement with language consultant Edgar Reyna DBA, Consulting Services, LLC in the amount of $27,500.

A-10, APPROVE Agreement with Intellias
APPROVED as recommended, an agreement with Intellias to ramp up data integration to Lawson and other systems.

A-11, APPROVE Agreement with Linguist Education Online
APPROVED as recommended, an agreement with Linguist Education Online (LEO) in the amount of $18,000. The purpose of this agreement is to provide advanced fluency interpreter performance assessments to measure interpreter skills in consecutive and simultaneous interpreting.

A-12, APPROVE Agreement with UnaMesa Association DBA InPlay
APPROVED as recommended, an agreement with UnaMesa Association DBA InPlay, which has a Student Data Privacy Agreement with the Fresno Unified School District Information Technology Department valid until April 2026.

A-13, APPROVE Agreement with Wonder Valley Ranch
APPROVED as recommended, an agreement with Wonder Valley Ranch, enabling the hosting of the Fresno Unified leadership camp known as Fresno Area Student Leaders Camp.

A-14, APPROVE Agreements for Extended Learning Winter Camp Enrichment Programs
APPROVED as recommended, Extended Learning Winter Camp Enrichment service agreements with qualified community-based partners that are Board Approved Request for Qualifications (RFQ) 22-09 vendors.

A-15, APPROVE Grant Agreement from the Fresno County Transportation Authority Measure C Extension School Bus Replacement Program
APPROVED as recommended, the Grant Agreement from the Fresno County Transportation Authority for the Measure C Extension School Bus Replacement Program.

A-16, APPROVE Renewal of Grant Application for the 21st Century Community Learning Center Program

APPROVED as recommended, the renewal grant application with 21st Century Community Learning Center for the 2024/25 fiscal year.

A-17, APPROVE Renewal Agreement with Community Medical Providers Medical Group

APPROVED as recommended, a renewal agreement with Community Medical Providers Medical Group to continue Enhanced Primary Care (EPC) services (i.e., outreach to patients with diabetes, annual cancer screenings, depression screenings, cardiovascular and medication adherence gaps for core chronic conditions).

A-18, APPROVE Firm Designation Per Request for Qualifications 20-35S, Investigation Services

APPROVED as recommended, information on Request for Qualifications (RFQ) 20-35S, Investigation Services to add supplemental firms to the qualified pool.

A-19, APPROVE Award of Bid 24-18, Farber Educational Campus South Building "A" Modernization

APPROVED as recommended, information on Bid 24-18, Farber Educational Campus South Building "A" Modernization.

A-20, APPROVE Proposed Revisions for Board Policy

APPROVED as recommended, proposed revisions for Board Policy 0410 Nondiscrimination in District Programs and Activities.

For the record, Board President Islas read a statement as follows:

> The Board recognizes that with few exceptions, as expressly set forth in Government Code section 12951, speaking languages other than English is a legally protected right and critically important asset in providing educational services in a community as ethnically and culturally diverse as Fresno Unified.
>
> Additionally, pursuant to Title VII of the Civil Rights Act of 1964, district programs and activities shall be free from any unlawful language discrimination, which falls under the class of national origin discrimination. Language discrimination occurs when a person is treated differently because of their native language or other characteristics of their speech, including their accent, vocabulary, and/or syntax.

For the record, Board Members had comments/questions pertaining to agenda item A-20. A summary is as follows:

Board President Islas: Commented it is important for everyone to take to heart the excerpt she read pertaining to language discrimination. Shared personally that while in elementary school there were times, she was not able to communicate fully in English. Shared hope that the incident will not be repeated, and we have all learned and will be better as a result.

On a motion by Board President Islas, seconded by Board Member Levine, the Board approved agenda item A-20 by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

A-21, RATIFY the Addendum to the Agreement with California Teaching Fellows Foundation

RATIFIED as recommended, an addendum to the California Teaching Fellows Foundation agreement to include additional support for after-school programs that are impacted by staffing shortages.

A-22, RATIFY the Addendum to the Agreement with Community Responsive Education

ITEM PULLED BY STAFF, no discussion or action taken on this item.

A-23, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for projects as follows: Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing, Change Order 3 (Classroom Mod) presented for ratification $40,593; and, Bid 23-58 Sections B and F, Exterior Painting at Various Sites, Fremont Elementary School and Hamilton K-8 School, Change Order 1 presented for ratification $- 3,892.

A-24, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for projects, which have been completed according to plans and specifications as follows: Bid 23-58 Sections B and F, Exterior Painting at Various Sites, Fremont Elementary School and Hamilton K-8 School; Bid 23-58 Section E, Exterior Painting at Various Sites, Columbia Elementary School; Bid 23-63, Edison High School Existing Gym Ceiling Repair.

A-25, RATIFY Purchase Orders from August 01, 2023, through August 31, 2023 – Primary Report

RATIFIED as recommended, information on purchase orders issued from August 01, 2023, through August 31, 2023, Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

A-26, RATIFY Purchase Orders from August 01, 2023, through August 31, 2023 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from August 01, 2023, through August 31, 2023, Supplemental Report.

A-27, RATIFY Retiree Contract for Carla Rose Hartunian

RATIFIED as recommended, a Certificated Retiree Contract between Fresno Unified School District and Carla Rose Hartunian.

B. CONFERENCE/DISCUSSION AGENDA

For the record, the Board approved, by a two-thirds vote, the addition of two agenda items as follows:

B-28, CONSIDERATION and Action to RATIFY the Tentative Agreement between the District and the Fresno Teachers Association, including Issuance of AB1200 Information

For the record, David Chavez, Chief of Human Resources/Labor Relations read a statement as follows:

> "We are pleased to bring before you, for your consideration and approval, the 2023-2026 successor tentative agreement between Fresno Unified School District, and the Fresno Teachers Association. This agreement comes as a result of quality communication and collaboration, as well as a united commitment to enhancing the future of Fresno Unified students, staff, and community.
>
> I would like to acknowledge a few people for the tireless work put in over the past 18 months to get this tentative agreement in front of you. From the Fresno Teachers Association, President Manuel Bonilla, Executive Director Louis Jamerson and Bargaining Chair Taylor Vizthum. Additionally, thank you to the entire FTA bargaining team for their commitment to this process. I would also like to acknowledge a few people from the district. Superintendent Dr. Bob Nelson, Deputy Superintendent Misty Her, Chief Financial Officer Patrick Jensen, Chief Information Officer Nikki Henry, Chief Academic Officer Dr. Natasha Baker, Assistant Superintendent Annarita Howell, and a special thanks to our team of Principals who put in significant time and energy into this process. Additionally, thank you to all those individuals who were on call to help throughout this process.

Last, thank you to each and every one of you on the Board. Without your continued support and guidance in this process we would not be here today, with a tentative agreement. Your dedication to the students, staff and community is evident every day. Thank you!

At this time, I yield back to President Islas with the recommendation to ratify the tentative agreement."

For the record, there were no requests from the public to address agenda item B-28.

On a motion by Board Member Thomas, seconded by Board Member Davis, the Board ratified agenda item B-28 by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

B-29, CONSIDERATION and ACTION on a Resolution between the District and Fresno Teachers Association to Jointly Commit to Developing a Collaborative Committee to Identify the Most Impactful Student and Family Services and Supports

For the record, there were no requests from the public to address agenda item B-29.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, the Board adopted agenda item B-29 by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received one (1) request to address the Board during Unscheduled Oral Communications. The individual's name with a summary of topic are as follows:

1. David Santos: Introduced himself to the Board and provided his contact information with the Office of Senator Anna Caballero, 14th Senate District.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board received agenda item C-28.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 8:21 p.m.

BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, 2nd FLOOR
FRESNO, CA 93721
board.fresnounified.org

MINUTES – BOARD OF EDUCATION WORKSHOP

Fresno, California
November 15, 2023
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 November 15, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, Student Member Pitcher, and Board President Islas. Superintendent Robert G. Nelson, Ed.D. was also present.

Board President Islas CONVENED the Board Workshop at 5:03 p.m.

For the record, Trustee Thomas arrived at 5:56 p.m.

PLEDGE OF ALLEGIANCE

Gina Moya led the Flag Salute.

BOARD WORKSHOP AGENDA ITEM

PRESENT and DISCUSS Academic Return on Investment, Literacy Data, and Quarterly Academic Updates

Staff presented an overview of the Academic Return on Investment process including outcomes-based contracting, which emphasized the importance of shifting to a systemic mindset that prioritizes outcomes with a clear problem of practice. In addition, data included baseline literacy outcomes and other first quarter metrics from a regional perspective. The presentation also included discussions about how diversity, equity, and inclusion, community trust, and parent and community engagement inform our success.

Deputy Superintendent Misty Her thanked everyone for being present and provided staff introductions. Deputy Superintendent Her provided context for the evening's presentation as an overview of the district's journey with Academic Return on Investment, a review of outcomes-based contracting, and Quarter 1 Academic Data update.

During the presentation Board members had questions as follows:

Member Jonasson Rosas requested clarity as to what point in the process will solution comparisons take place. Expressed interest in comparisons of vendors as well as approaches.

Clerk Wittrup asked if there are targets for each data point. Commented there should be targets for work orders too and it would be helpful to begin setting those targets.

Board President Islas asked if Board members would like to go in order around the table to voice their comments but before doing so asked if there were any public comments.

OPPORTUNITY for Public Comment on Agenda Item
For the record, the Board received zero requests to address the Board on this item.

Board members had an opportunity to provide comments or ask questions. A summary is as follows:

Member Cazares: Expressed appreciation for this work and commented it should begin with PreK but stressed the district cannot leave middle school and high school students behind. Commented on not seeing how the district is investing in literacy or math for middle and high school students and shared there needs to be something to loop around to high schools and middle schools. Commented on being tired of graduating students that cannot read.

Asked if the slide pertaining to chronic absenteeism included tardies. Requested information regarding quarterly reports, what reports will be used for, who is mentoring, and who is monitoring. Requested clarity regarding an excel workbook being created for each region which will allow principals of each region to view data of other schools within the same region. Commended staff who have dedicated their time to this work.

Clerk Wittrup: Requested to include special education referral data (by school and by region) in the regional workbooks.

Member Davis: Requested confirmation the workbook will include definitions, examples, a guide, and asked if the framework is exclusively for principals. Requested clarity as to supports in place for ninth graders. Wants to hear families are receiving letters when students are not passing a class. Shared she remembered being told that when vacancy rates for paraprofessionals were high it was decided Human Resources personnel would go to sites to fill the positions, asked for confirmation. Requested Human Resources to target vacant positions for recruitment.

Board President Islas: Commented the earliest the district can develop relationships with families is important. Suggested reaching out to birth hospitals. Commented that when reviewing suspension and expulsion data the district continues to see trends around low attendance, low grades, and behavioral issues. Asked how do we identify students earlier who we know are on a trajectory of

dropping out? Expressed being thankful for social emotional investments and added the district needs to find a new way of activating. The first three steps of the framework are on target, identifying the cause in terms of the experience of that particular student and then identifying what the family needs to help them be successful. If the district becomes successful in the first three steps it will clearly guide investments and future interventions. Right now, there is a disconnect as we have a developed LCAP but because pre-work has not been completed to be sure the goals set are the right goals. Hope to get to earlier intervention and activate the investments we have too deliberately improve outcomes.

Commented it would be helpful to see this information by ethnicity as a way to look at interventions with a different lens. Commented some of the ethnic serving organizations in the community are not prepared in education and one concern with the contracting model is the absence of capacity building, so vendors can be better partners for the district. Find the right mix of good organization, well respected in the community, how do we help cultivate partners we need to serve. Requested a glossary of assessments.

Requested staff to be sensitive about using student photos in presentations, for student safety.

Clerk Wittrup: Echoed comments of colleagues regarding paraprofessionals. Commented that the regional notebooks are a great tool. Commented the regional notebooks will begin as one thing and evolve as the district becomes better with data. Thrilled this work is being done and expect it to be a growing tool that will continue to get better. Commented the data does show the district has a lot of work to do, and we knew that coming in. Commented on an area that stood out--the special education paraprofessional situation, and expressed hope the district will come up with a solution to hire qualified people and to pay them well. Urged the district to see this and move quickly.

Commented on the idea of reaching out to parents in the hospital is a great idea as often times in the hospital is where a parent learns of the special needs their child may have.

Member Jonasson Rosas: Commented on work orders and past conversation pertaining to being able to see the progress of a work order in the system.

Asked what where the results from the deep dive on initiatives, and if designated schools were one of the initiatives. Requested to see actionable conclusions the team has taken away and are implementing.

Commented the district has invested significantly in dual immersion and suggested early learning be separated out as their data is going to look different. Commented on the need for the district to think creatively on flexible paraprofessional recruiting.

Commented on absenteeism and engaging parents is key, internally a low hanging fruit is how things are scheduled, we are so far behind and robbing students of time in the classroom. If programs were scheduled before or after school, we would be extending the time but allowing students to not miss the regular school day. Requested staff to educate parents regarding scheduling appointments outside of school hours.

Member Cazares asked if more maintenance workers needed to be hired to resolve issues pertaining to work orders.

Member Levine: Loved idea of district being present in the birthing hospitals. Reiterated comment of being intentional of not creating a system of inequities in CBO. Echoed request to see the district's learnings from deep dives of previous learning. Commented the eight-step framework on slide 12 makes sense, there are clear goals for contracts in the beginning; and asked how it will be decided to stop or modify an agreement, who makes the decision to redirect overlapping contract/work, what kind of internal guarantees will be in place to ensure the findings are followed.

Student Member Pitcher: Referenced page 55 and asked how the district can educate parents to educate their ninth-grade children on the importance of attendance.

Member Jonasson Rosas asked if there are metrics to show 5 Star works.

Member Thomas: Commented the district needs to connect with parents in such a way that parents are excited about attendance.

Asked what safeguards are in place to ensure staff are not overworked and upset about coming to work. Asked if the district is hiring the right people to get the job done.

Commented on the three tiers of work orders and asked if three different work orders could be created in order to properly compile work orders.

Member Jonasson Rosas asked if the district could do something similar to FresGo.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

D. ADJOURNMENT

Board President Islas ADJOURNED the workshop at 7:05 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-4

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Adopt
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Adopt Resolution 24-25, for Continued Funding from California Department of Education

ITEM DESCRIPTION: Included in the Board binders is Resolution 24-25, for continued funding from the California department of Education. Resolution 24-25 certifies the Board's approval to submit the Continued Funding Application to the California Department of Education. The resolution also authorizes the designated representatives to sign the Continued Funding Application and all related contract documents for the 2024/25 school year. The submission of the Continued Funding Application is an annual requirement to renew the contracts that fund both the part-day and full-day California State Preschool and the California Prekindergarten and Family Literacy Support Programs.

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

PREPARED BY: Marie Williams, Ed.D.,

DIVISION: Instructional Division
PHONE NUMBER: 559-457-3731

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson Ed.D.

California Department of Education
(09/2023)

RESOLUTION # 24-25

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2024–2025. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2024–2025 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
Fresno Unified School District
authorizes that the person/s listed below, is/are authorized to sign the FY 2024–2025 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S
Robert G. Nelson, Ed.D.	Superintendent
Patrick Jensen	Chief Financial Officer

PASSED AND ADOPTED THIS 06th day of December 2023 (month year), by the Governing Board of Fresno Unified School District of Fresno County, in the State of California.

I, Genoveva Islas, President of the Governing Board of Fresno Unified School District, of Fresno County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Robert G Nelson — (Superintendent's Signature) — 12/6/23 (Date)

(President's Signature) — 12/6/23 (Date)

Susan Withrup — (Clerk's Signature) — 12/6/23 (Date)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-5

AGENDA SECTION: Select A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Adopt
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Adopt Resolution 24-26 in Support of Diverse and Inclusive Libraries

ITEM DESCRIPTION: Included in the Board binders is Resolution 24-26 affirming support for diverse and inclusive libraries in Fresno Unified School District schools. Access to a wide array of reading materials in our school libraries allows students to see reflections of their own identities, learn about the experiences of others, explore their interests, and develop essential information literacy skills. Increasing diverse and inclusive libraries is a key component of our District's "Every Child is a Reader" initiative, which aims to ensure all students are readers by the end of their first-grade year. As such, all regional literacy plans have allocated funds to expand access to diverse reading materials at school and at home.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

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

In the Matter of **Resolution 24-26**
Supporting Diverse and Inclusive Libraries
in Fresno Unified School District

WHEREAS the Board recognizes the need to ensure all of Fresno Unified school libraries represent the diverse student population that exists within our city; and

WHEREAS the California State Literacy Plan states “In the United States, education is a civil right, and literacy in particular has the power to open doors for historically underserved communities”; and

WHEREAS access to books prepares students for the complexity of life, and school libraries are places where students can explore their own interests and are provided opportunities for discovery learning and personal growth; and

WHEREAS libraries operate under collection development policies that include procedures and guidelines for the acquisition and removal of all material; and

WHEREAS parents and guardians have a positive impact on a child’s love of reading and reading achievement when they are involved in the reading activities of their children.

NOW, THEREFORE BE IT RESOLVED the Board of Education of Fresno Unified School District supports efforts to provide students with "windows, mirrors and sliding doors" to help them see the world from their own perspective and the perspectives of those who are different from themselves; and

BE IT FURTHER RESOLVED the Board of Education of Fresno Unified School District affirms its full support of diverse and inclusive libraries.

ADOPTED THIS December 6th, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Genoveva Islas, Board President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-6

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Employment Agreement for David Chavez, Chief Human Resources/Labor Relations

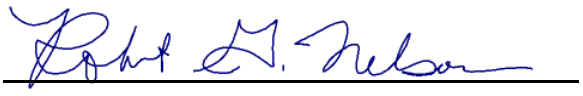
ITEM DESCRIPTION: Included in the Board binders is an Oral Report on the Chief Human Resources/Labor Relations' salary and benefits for the Superintendent to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is the Chief Human Resources/Labor Relations' Employment Agreement. The term of the Chief Human Resources/Labor Relations' Employment Agreement begins on July 01, 2023, and continues through June 30, 2027, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of the Chief Human Resources/Labor Relations' Employment Agreement which shall be available for review in the Board of Education Office on or before December 04, 2023.

FINANCIAL SUMMARY: Noted in the terms of the Chief Human Resources/Labor Relations' Employment Agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3548

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023, **AGENDA ITEM A-7**

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Amendment No. 1 to Employment Agreement for Mao M. Her, Deputy Superintendent

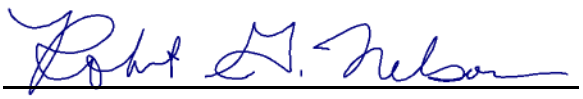
ITEM DESCRIPTION: Included in the Board binder is an Oral Report on the Deputy Superintendent's salary and benefits for the Superintendent to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 1 to the Deputy Superintendent's Employment Agreement for a term commencing July 01, 2023, and continuing through June 30, 2027, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of Amendment No. 1 to the Deputy Superintendent's Employment Agreement, which shall be available for review in the Board of Education Office on or before December 04, 2023.

FINANCIAL SUMMARY: Noted in the terms of Amendment No. 1 of the Deputy Superintendent's Employment Agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3548

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-8

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve/Adopt
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Position and Adopt Job Description of Senior Interpreter– Translator, Bilingual, and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual

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

- The job description of Senior Interpreter – Translator, Bilingual. This position is responsible for providing bilingual interpretation services for parents, students, and staff; translation of technical, educational, legal, and general materials between English and another language such as English/Spanish and/or English/Hmong; and providing related work as required. This position is designated Classified, Non-exempt, and placed G-55 of the Classified Hourly Salary Schedule.

- The Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual will place the position on G-55 of the Classified Salary Schedule.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3548

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

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

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Senior Interpreter -Translator, Bilingual	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Translation & Interpretation Services	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-55/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under general direction of an assigned supervisor, provide bilingual interpretation (e.g., English/Spanish, English/Hmong) services for parents, students, and staff; and translate technical, educational, legal, and general materials into target language (e.g., English/Spanish, English/Hmong); provide related work as required.

Definitions:

- An interpreter converts speech from one source language into a target language (e.g., English/Spanish, English/Hmong)
- A translator converts text from a source language into a target language (e.g., English to Spanish, English to Hmong)

Fluency and Proficiency Skills:

- Incumbents will be asked to demonstrate fluency skills and proficiency in the below stated styles of interpretation and translation:
- Simultaneous Interpretation - Exact message from source language in real-time;
- Consecutive Interpretation - Convey message from sources language to target language in dual exchange;
- Sight Translation - Oral rendition of text in source language to target language in real-time;
- Medical/ Legal/Educational Interpretation and Translation - Demonstrate advanced language proficiency of word usage in medical, legal, and educational settings.

REPRESENTATIVE DUTIES: (Persons employed in this position 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 with this classification, but is intended to accurately reflect the principal job elements.)

Accurately translate confidential district documents, speeches, formal agendas, psychological assessments, websites, Individualized Educational Plans (IEPs), legal materials, workbooks, news articles, examinations, and other instructional and educational materials, bulletins, correspondence, minutes, and forms. ***E***

Provide interpretation of formal and informal meetings using idiomatic expressions when appropriate and necessary to ensure accurate and effective message content and intent transmissions. ***E***

Provide in person or over the phone, simultaneous, consecutive, interpretation at school, community, and District meetings concerning legal situations, Individualized Educational Plans (IEPs), suspension hearings, Education Service Center trainings, and interactions with the public. ***E***

Adapt translations and interpretation to students' cognitive and grade levels, collaborate with educational team members as necessary. ***E***

Review translated material submitted by District personnel and other Translator-Interpreters and edit for accuracy of meaning, content, and intent, grammar, and syntax. ***E***

Lead and orient the work of others in the localization of language and centralized use of language developments. ***E***

Answer inquiries and interpret and explain words and phrases for meaning and appropriateness. ***E***

Represent the District when responding to inquiries from parents and the public regarding bulletins, memos, and other pieces of correspondence. ***E***

Support new research and developments that influence language. ***E***

Collaborate with others to streamline localization of language practices. ***E***

Train, orient, and edit the work of other employees, and follow up to assure completion of staff work. ***E***

Follow ethical codes and District guidelines that protect the confidentiality of information and assigned meetings and materials. ***E***

Research, implement, and troubleshoot software and hardware that assist in language services. ***E***

Use, distribute, and maintain headsets and microphones used during oral interpretation assignments. Oversee translation equipment check-out, use, and inventory. ***E***

Use office computers in preparation of translations. Use headphones and advanced software to perform language support duties. ***E***

May assist and support staff in the development and preparation of site communications to the public, including articles, press releases, and communiques.

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school and bachelor's degree from a recognized college or university and three years of experience composing, editing, and translating materials in English/Hmong and providing interpretations during group meetings and in one-to-one situations preferably in a school district or public institution. Qualifying experience of five (5) years

may be substituted for the required education on a year-for-year basis providing that a recognized certificate demonstrating proficiency in the designated language can be presented.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license. Pass Fresno Unified School District's (FUSD) language proficiency test in the designated language or present a recognized certificate of proficiency in the designated language. Pass Fluency and Advanced Proficiency Skills Exam, FUSD internal written practicum in the designated language.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Correct grammar, spelling, punctuation, syntax and idiomatic usage of English and the designated foreign language.
English and the designated foreign language equivalent translations of general, technical and subject- matter terms.
Oral and written communication skills.
Telephone techniques and etiquette.
Office procedures, methods, and equipment including but not limited to computers, copiers, Interpretation and translation equipment and current software programs.
Interpersonal and intrapersonal skills using tact, patience, and courtesy.
Objectives, organization, policies and programs of the District.

ABILITY TO:
Maintain confidentiality of sensitive information.
Listen to English and speak in the designated language simultaneously.
Work without technical supervision and take responsibility for accuracy of translation.
Speak in public meetings.
Work effectively with District personnel and the public.
Communicate, understand, and follow both oral and written directions effectively.
Establish and maintain cooperative and effective working relationships with a diverse range of people.
Learn new or updated computer systems and programs, and interpretation and translation equipment to apply to current work, as trained.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.
Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:
Indoor and outdoor work environment including office and/or school setting and meeting venues; driving own vehicle to conduct work; occasional temperature changes; repetitive activities; evening availability.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, sitting, walking or standing for extended periods of time; dexterity to operate a computer and other office equipment, and interpretation and translation equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally to retrieve and store files; hearing and speaking to exchange information and interpret; seeing to read and write, and to provide interpreting and translation services.

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

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	$15.5000				

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G18	Paraprof, PE/Athletics	W041	$15.9000	$15.9000	$15.9759	$16.7452	$17.5973
G19	Office Clerk	W073	$15.9000	$15.9000	$16.3311	$17.1595	$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	$15.9000	$15.9759	$16.7452	$17.5973	$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	$15.9759	$16.7452	$17.5973	$18.4732	$19.4197
G23	Early Childhood Food Service Asst	W068	$16.3311	$17.1595	$18.0115	$18.9582	$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	School Readiness Facilitator	W108					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G23	School Readiness Facilitator-Hmong	W100	$16.3311	$17.1595	$18.0115	$18.9582	$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
G24	Health Assistant	W020	$16.7452	$17.5973	$18.4732	$19.4197	$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
G25	Accounting Payroll Technician I	W183	$17.1595	$18.0115	$18.9582	$19.8814	$20.9347
	Library Media Technician-Middle	W205					
G26	Account Clerk II	W070	$17.5973	$18.4732	$19.4197	$20.4612	$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	$17.5973	$18.4732	$19.4197	$20.4612	$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	$18.0115	$18.9582	$19.8814	$20.9347	$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	$18.4732	$19.4197	$20.4612	$21.4314	$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	Telecommunication Operator I	W150					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G29	Accounting Payroll Technician II	W184	$18.9582	$19.8814	$20.9347	$22.0350	$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraprof, Early Childhood Mild/Mod	W044					
G30	Media Specialist/Braille Transcriber	W220	$19.4197	$20.4612	$21.4314	$22.4968	$23.6800
	Medical Lab Technician	W208					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
	Paraprof, Moderate/Severe	W049					
G31	Account Clerk III	W071	$19.8814	$20.9347	$22.0350	$23.1358	$24.2600
	Assistant, Campus Safety	W061					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	$20.4612	$21.4314	$22.4968	$23.6800	$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	$20.9346	$22.0350	$23.1358	$24.2600	$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
	Paraeducator, Community Based	W152					
G34	Accounting Payroll Technician III	W185	$21.4314	$22.4968	$23.6800	$24.8282	$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Paraeducator, Speech	W153					
	Child Welfare & Attend Specialist I	W138					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule
2023-2024
Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G34	Facilities Project Technician	W237	$21.4314	$22.4968	$23.6800	$24.8282	$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
G35	Career Center Facilitator	W110	$22.0350	$23.1358	$24.2600	$25.5028	$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	School/Community Liaison-NonLanguage	W137					
	Workplace Technician	W181					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
G36	Administrative Secretary I	W161	$22.4968	$23.6800	$24.8282	$26.0943	$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule
2023-2024
Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G36	Department Office Manager	W139	$22.4968	$23.6800	$24.8282	$26.0943	$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
G37	Disability/Retirement Technician	W171	$23.0590	$24.2104	$25.4223	$26.6922	$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
G38	Technology Support Specialist I	W176	$23.6350	$24.8166	$26.0563	$27.3586	$28.7253
	Tier II Intervention Specialist	W264					
G39	Operator, Computer II	W144	$24.2600	$25.5028	$26.7690	$28.1534	$29.5616
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
G40	Administrative Secretary II	W162	$24.8647	$26.1371	$27.4410	$28.8547	$30.2996
G41	Architectural Drafting Specialist	W066	$25.5028	$26.7690	$28.1534	$29.5616	$31.1594
	Media Technician/Driver	W219					
G42	Accountant I	W001	$26.0943	$27.5144	$28.9227	$30.3427	$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule
2023-2024
Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	$26.0943	$27.5144	$28.9227	$30.3427	$31.8811
	Photographer/Media Technician/Driver	W265					
G43	Network Technician I	W192	$26.7690	$28.1534	$29.5616	$31.1594	$32.7214
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	$27.5144	$28.9227	$30.3427	$31.8811	$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
G45	Primary Language Instruction Specialist	W178	$28.1534	$29.5616	$31.1594	$32.7214	$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	$28.9227	$30.3427	$31.8811	$33.5851	$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
G47	Licensed Mental Health Clinician	W074	$29.6399	$31.1367	$32.6928	$34.3270	$36.0942
G51	Network Technician II	W193	$32.7214	$34.3189	$36.0942	$37.8930	$39.7864

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G51	Software Developer I	W004	$32.7214	$34.3189	$36.0942	$37.8930	$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
G53	DHH Cued Lang Transliterator Itinerant	W090	$34.4250	$36.1453	$37.9533	$39.8512	$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
G54	Software Developer II	W005	$35.2184	$37.0168	$38.8753	$40.8043	$42.9461
G55	DHH Sign Interpreter (Certified) - Itinerant II	W263	$36.0942	$37.8930	$39.7864	$41.8693	$43.9876
	Senior Interpreter - Translator (Spanish Language)	W266					
	Senior Interpreter - Translator (Hmong Language)	W267					
G58	Network Technician III	W194	$38.8753	$40.8043	$42.9461	$45.1471	$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
G59	Information System Specialist	W003	$39.7864	$41.8693	$43.9876	$46.2478	$48.5909
	Software Engineer	W240					
G60	Database Administrator	W170	$40.8185	$42.8595	$45.0031	$47.2535	$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	$42.9461	$45.1471	$47.4075	$49.8218	$52.2950

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual $500 for BA +90*

Annual $1000 for Master's*

Annual $1500 for earned Doctorate*

*Credit for only one degree will be given

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-9

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Revised Job Descriptions for California School Employees Association, Chapter 125 White Collar

ITEM DESCRIPTION: Included in the Board binders are the revised job descriptions for California School Employees Association, Chapter 125 White Collar (CSEA) in accordance with the Memorandum of Understanding between the Fresno Unified School District and CSEA.

The CSEA revised job descriptions of:

Paraprofessional, Mild/Moderate, Grade 28
Paraprofessional, Visually Impaired, Grade 28
Paraprofessional, Early Childhood Mild/Moderate, Grade 29
Paraprofessional, Moderate/Severe, Grade 30
Paraeducator, Community Based, Grade 33
Paraeducator, Speech, Grade 34
Paraeducator, Autism, Grade 35
Paraprofessional, Deaf/Hard of Hearing (DHH) – Oral, Grade 35
Paraprofessional, Deaf/Hard of Hearing (DHH) – Sign, Grade 35
Paraeducator, Social Emotional Intervention, Grade 35

These positions are designated Classified, non-exempt.

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

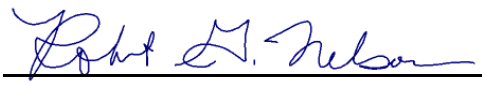
PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3548

CABINET APPROVAL: David Chavez
Chief Human Resources/Labor Relations



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



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Paraprofessional, (Mild/ Moderate Support Needs)	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~23~~28/CSEA 125 Salary Schedule

(Former Classification: ~~Instructional Assistant—Resource Specialist or Learning Handicapped)~~ Paraprofessional, (Mild/Moderate)).

BASIC FUNCTION:

Under the direction of an assigned supervisor or designee, assist in providing instruction to individual or ~~small~~ groups of ~~special needs students in a special education setting~~ students with special education services in both the special education setting and general education setting; assist the teacher in meeting the educational needs of students to excel in reading, writing and math; monitor and report student progress regarding behavior and performance in a reasonable, timely manner to assist students to achieve their personal best; perform a variety of clerical duties as assigned.

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.)

Tutor individual or ~~small~~ groups of students with special education ~~needs~~ services; reinforcing instruction as directed by the teacher to help educate students at a high level; monitor and collect data on ~~student drills~~ lessons and progress, practices, and related activities. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing. ***E***

Observe strict confidentiality regarding student information. ***E***

Assist in preparing lessons and instructional materials as directed by the teacher to meet the educational needs of the individual students; review worksheets, workbooks, and other assignments to evaluate student comprehension of concepts presented; maintain daily records of achievement. ***E***

Assist with meeting the IEP goals of students; observe and monitor behavior of students according to approved procedures; report progress regarding student performance and behavior to implement practices proven to raise student achievement. ***E***

Assist the instructional staff in supervising students inside and outside the classroom; direct group activities of students including but not limited to games, playground activities and movement education as assigned. ***E***

Perform a variety of clerical duties such as filing, preparing, and duplicating instructional materials, requesting supplies, and recording grades. ***E***

Provide support to the teacher by setting up work areas, displays and exhibits, operating audio-visual equipment, operating educational training equipment and distributing and collecting papers and supplies. ***E***

Confer with teachers concerning programs and materials to meet individual student needs. ***E***

Assure the health and safety of students by following health and safety practices and procedures; assist in maintaining a clean and orderly classroom environment. ***E***

Assist students by providing proper examples, emotional support and general guidance to prepare students to demonstrate the character and competencies for workplace success. ***E***

Prepare students for mainstreamed classes according to established procedures. ***E***

Participate in meetings, conferences and in-service training programs as assigned to assist the teacher in providing professional education to special need students. ***E***

Provide instruction and assistance to a diverse range of students with special education services that are served in the special education or general education setting ~~mild to moderate special needs students~~ in academic, social, self- help and community skills. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school, hold 48 college units or ~~NCLB~~ Every Student Succeeds Act (ESSA) compliant equivalent; prefer one year of experience in working with school-age children in an organized setting.

LICENSES AND OTHER REQUIREMENTS:

Valid First Aid and CPR Certificate issued by an authorized agency.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

~~Child~~ Student guidance principles and practices, especially as they relate to students with special ~~needs~~ education services.
Basic subjects taught in District schools, including mathematics, grammar, spelling, language and reading.
Safe practices in classroom and playground activities.
Correct oral and written usage of English, grammar, spelling, punctuation and vocabulary.
Interpersonal skills using tact, patience and courtesy.
Basic record-keeping techniques.
Classroom procedures and conduct.

ABILITY TO:
Assist certificated staff with instruction and related activities for students with special needs.
Assist students in developing self-help and social skills.
Read, print, and write legibly.
Make mathematical calculations quickly and accurately.
Communicate, understand, and follow oral and written directions effectively.
Learn the procedures and functions of assigned duties.
Establish and maintain effective working relationships with a diverse range of people.
Lift, restrain and discipline students according to approved policies and procedures, as trained.
Operate instructional and office equipment.
Learn basic computer skills, as trained, including programs that apply to current work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Apply integrity and trust in all situations.
Actively participate in meeting District goals and outcomes.
Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:
Classroom and other learning environments; potential exposure to and contact with bloodborne pathogens; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, seeing to monitor students, hearing and speaking to communicate with students and instructors; dexterity to operate office and instructional equipment; reaching overhead, above the shoulders and horizontally, bending at the waist; kneeling or crouching; standing and walking for extended periods of time.

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
Position Description

TITLE:	Paraprofessional (~~Visually Impaired~~ Visual Impairment)	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	School Site	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~23~~28/CSEA 125 Salary Schedule

(Former Classification: ~~Instructional Assistant—Special Education (VH)~~ Paraprofessional (Visually Impaired))

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist in instructing ~~visually impaired~~ students with visual impairment in reading Braille and learning daily living skills; transcribe written materials into Braille or large print in a reasonable, timely manner to meet the needs of the students, staff, and sites.

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.)

Tutor and provide instruction as needed to individual or ~~small~~ groups of ~~visually impaired~~ students with visual impairment as directed by the teacher to demonstrate the ability and desire to educate student at a high level; monitor and collect data on lessons and progress, practices, and related activities. ***E***

Assist with meeting the IEP goals of students; observe and monitor behavior of students according to approved procedures; report progress regarding student performance and behavior to implement practices proven to raise student achievement. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing. ***E***

Observe strict confidentiality regarding student information. ***E***

Modify instructional materials to facilitate learning and provide students access to professional learning options and activities; enlarge materials; take notes; transcribe written materials into Braille or large print for instructional classroom use. ***E***

Assist students in moving to restrooms and other areas on campus in a reasonable, timely manner to promote a safe learning environment; assist students during other school related

activities as needed including assemblies, field trips and co-curricular activities. ***E***

Interpret or assist ~~visually impaired~~ students with visual impairment in communicating with counselors, teachers, and administrators to establish collaborative relationships to support the students in achieving their personal best. ***E***

Operate a Brailler and other specialized equipment utilized in teaching ~~visually impaired~~ students with visual impairment. ***E***

Perform routine clerical duties in support of classroom activities such as copying and filing instructional materials. ***E***

Prepare ~~visually impaired~~ students with visual impairment for ~~mainstream classes~~ General Education environments according to established procedures to demonstrate the character and competencies for student success. ***E***

Participate in meetings, conferences and in-service training programs as assigned to assist the teacher in providing high quality education to ~~special need~~ students with special education services. ***E***

Assist the instructor as directed in developing and implementing programs for individual students to provide professional learning options and activities.

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school, and hold 48 college units or ~~No Childe Left Behind (NCLB)~~ Every Student Succeeds Act (ESSA) compliant; prefer one year of experience in working with ~~visually impaired~~ students with ~~visual impairment school age children~~ visual impairment in an organized setting.

LICENSES AND OTHER REQUIREMENTS:

CPR/First Aid required.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

~~Child~~ Student guidance principles and practices, especially as they relate to ~~visually impaired~~ students with visual impairment.

Basic subjects taught in the District schools, including arithmetic, grammar, spelling, language and reading. Safe practices in classroom activities.

Correct oral and written usage of English, grammar, spelling, punctuation and vocabulary.
Interpersonal skills using tact, patience and courtesy.
Basic record-keeping techniques.
Concerns and problems associated with ~~visually impaired~~ students with visual impairment.
Braille.
Basic computer skills.

ABILITY TO:
Assist with the instructional and related activities of a special education learning environment.
Understand the exceptional needs of ~~visually impaired~~ students with visual impairment.
Learn the procedures, functions and limitations of assigned duties.
Operate a Brailler and other specialized equipment utilized in teaching ~~visually impaired~~ students with visual impairment.
Make arithmetic calculations quickly and accurately.
Communicate, understand and follow both oral and written directions effectively.
Establish and maintain cooperative and effective working relationships with a diverse range of people.
Work confidentially with discretion.
Monitor, observe and report student behavior.
Learn new or updated skills or computer systems/software programs to apply to current work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.
Learn District organization, operations, policies, objectives and goals.

WORKING CONDITIONS:

ENVIRONMENT:
Classroom and other learning environments; potential exposure to and contact with bloodborne pathogens; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, seeing to monitor students, hearing and speaking to communicate with students and instructors; dexterity to operate office and instructional equipment; reaching overhead, above the shoulders and horizontally, bending at the waist; kneeling or crouching; standing and walking for extended periods of time.

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
Position Description

TITLE:	Paraprofessional, Early Childhood (Mild/Moderate Support Needs)	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~24~~29/CSEA 125 Salary Schedule

(Former Classification: ~~Instructional Assistant—Spec Ed (P/K-LH)~~ Paraprofessional, Early Childhood (Mild/Moderate))

BASIC FUNCTION:

Under the direction of an assigned supervisor or designee, assist in providing instruction to individual or ~~small~~ groups of ~~learning handicapped~~ students with special education services in a preschool or kindergarten classroom; monitor and report student progress regarding behavior and performance in a reasonable, timely manner to assist students to achieve their personal best; perform a variety of clerical duties as assigned.

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.)

Tutor and provide instruction to individuals or ~~small~~ groups of students with learning disabilities in a preschool or kindergarten classroom, reinforcing instruction as directed by the teacher; monitor and collect data on ~~student drills~~ lessons and progress, practices, and related activities to assist in educating students at a high level. ***E***

Observe strict confidentiality regarding student information. ***E***

Assist students on and off the bus; accompany medically fragile students on the bus as assigned; assist students with braces and other orthopedic equipment; push wheelchairs, lift, position and reposition students as needed. ***E***

Assist with the preparation of lessons and instructional materials for individual students as directed by the teacher and maintain daily records of achievement to provide students access to high quality learning options and activities. ***E***

Observe and monitor behavior of students according to approved procedures and guidelines to assist students to achieve their personal best, report progress regarding student performance and behavior. ***E***

Oversee student activities; lead and oversee games, playground activities and movement education as assigned. ***E***

Perform a variety of clerical duties such as preparing and duplicating instructional materials, requesting supplies and recording grades. ***E***

Provide support to the teacher by setting up and taking down work areas, displays, instructional materials and exhibits; operate audio-visual educational training equipment; distribute and collect paper and supplies. ***E***

Confer with teachers concerning programs and materials to meet individual student needs providing high quality learning options and activities. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing. ***E***

Assure the health and safety of students by following health and safety practices and procedures; assist in maintaining a clean and orderly classroom environment. ***E***

Prepare students for ~~mainstreamed classes~~ inclusion in the general education environment according to established procedures to demonstrate the character and competencies for student success. ***E***

Participate in meetings, conferences and in-service training programs as assigned to assist the teacher in providing professional education to special needs students. ***E***

Provide instruction and assistance to ~~handicapped~~ students with special education services in social, self-help and community skills. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school, and hold 48 college units or ~~NCLB~~ Every Student Succeeds Act (ESSA) compliant equivalent; prefer one year of experience in working with special needs school-age children in an organized setting.

LICENSES AND OTHER REQUIREMENTS:

CPR/First Aid required.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Basic child development as it relates to students with special needs, issues and requirements of students with learning disabilities.

Basic subjects taught in District schools, including arithmetic, grammar, spelling, language and reading.

Safe practices in classroom and playground activities.

Correct oral and written usage of English, grammar, spelling, punctuation and vocabulary.

Interpersonal skills using tact, patience and courtesy.

Basic record-keeping techniques.

Classroom procedures and conduct. Basic computer skills.

ABILITY TO:

Assist certificated staff with instruction and related activities for ~~learning handicapped~~ students with special education services.

Assist students in developing self-help and social skills.

Read, print and write legibly.

Make arithmetic calculations quickly and accurately.

Learn the procedures, functions and limitations of assigned duties.

Communicate effectively with children and adults.

Establish and maintain cooperative and effective working relationships with a diverse range of people.

Communicate, understand and follow both oral and written directions effectively.

Lift, restrain and discipline students according to approved policies and procedures.

Operate instructional and office equipment.

Learn new or updated computer systems/software programs to apply to current work.

Communicate using patience and courtesy in a manner that reflects positively on the organization.

Apply integrity and trust in all situations.

Actively participate in meeting District goals and outcomes.

Learn District organization, operations, policies, objectives and goals.

WORKING CONDITIONS:

ENVIRONMENT:

Classroom and other learning environments; potential exposure to and contact with bloodborne pathogens; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, seeing to monitor students, hearing and speaking to communicate with students and instructors; dexterity to operate office and instructional equipment; reaching overhead, above the shoulders and horizontally, bending

at the waist; kneeling or crouching; standing and walking for extended periods of time.

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
Position Description

TITLE:	Paraprofessional, ~~Moderate/~~ ~~Severe~~ Extensive Support Needs	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~25~~30/CSEA 125 Salary Schedule

(Former Classification: ~~Instructional Assistant-Severely Handicapped or Physically Handicapped~~ Paraprofessional, Moderate/Severe)

BASIC FUNCTION:

Under the direction of an assigned supervisor or designee, assist in providing instruction to students in ~~physically or severely handicapped~~ extensive support needs programs and other special education programs as assigned; monitor and report student progress regarding behavior and performance in a reasonable, timely manner to assist students to achieve their personal best; assist students in developing various self-help, social and community skills; assist in meeting special needs which includes feeding, toileting, positioning and monitoring health conditions of students.

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.)

Provide instruction as directed by the teacher to individual or ~~small~~ groups of ~~special needs~~ students with special education services in a variety of areas including but not limited to cognitive, gross, and fine motor skills, feeding skills, self-help skills and behavior control; monitor and collect data on ~~oversee student drills~~ lessons and progress, practices, and related activities. ***E***

Observe strict confidentiality regarding student information. ***E***

Assist in the distribution and completion of mandatory state testing and assessments of students within the assigned site. ***E***

Collaborate with assigned team to create student behavior plans. ***E***

Confer with teachers concerning programs and materials to meet student needs utilize appropriate methods of instruction to achieve goals and objectives set forth in the Individualized Education Program to assist in implementing practices proven to raise student achievement and to provide access to high quality learning options and a variety of

activities. ***E***

Provide instruction/assistance to ~~physically or severely handicapped~~ students in extensive support needs programs in academic, social, self-help and community skills; assist speech and physical therapists, adaptive physical education teachers and other specialists with physical development activities. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing as needed; assist students in toilet training. ***E***

Assist students on and off the bus; accompany ~~medically fragile~~ students with medical support needs on the bus as assigned; assist students with braces and other orthopedic equipment; push wheelchairs, lift, position and reposition students as needed. ***E***

Observe and monitor behavior and interaction of students according to approved procedures and guidelines to assist students to achieve their personal best, report progress regarding student performance and behavior. ***E***

Operate a variety of medical, orthopedic, exercise, therapeutic, instructional, audio-visual and office equipment. ***E***

Assist in preparation of lessons and instructional materials for individual students as directed by the teacher to help educate students at a high level. ***E***

Maintain daily student records related to student progress and daily therapeutic and/or medical treatment, as assigned. ***E***

Provide support to the teacher by setting up and taking down work areas, displays, instructional materials and exhibits; operate audio-visual educational training equipment; distribute and collect papers and supplies. ***E***

Administer first aid and CPR according to established guidelines. ***E***

Prepare students for ~~mainstreamed classes~~ general education environments according to established procedures. ***E***

Assure the health and safety of students by following health and safety practices and procedures; assist in maintaining a clean and orderly classroom environment. ***E***

Oversee student activities; lead and monitor playground activities and movement education as assigned. ***E***

Attend meetings, special trainings and in-services related to the needs of severely handicapped or physically handicapped students and their instructional programs as assigned

to assist the teacher in providing professional education. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school, hold 48 college units or ~~NCLB (No Child Left Behind)~~ Every Student Succeeds Act (ESSA) compliance equivalent; prefer one year of experience in working with special needs school-age children in an organized setting.

LICENSES AND OTHER REQUIREMENTS:

Valid First Aid and CPR Certificate issued by an authorized agency.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Basic child development as it relates to special education students.
Special needs of children with severe and/or multiple medical problems.
Strategies and techniques of assisting in the instruction of severely handicapped and/or medically fragile students.
Basic subjects taught in District schools, including mathematics, grammar, spelling, language and reading.
Safe practices in classroom and playground activities.
Correct usage of oral and written English, grammar, spelling, punctuation and vocabulary.
Interpersonal skills using tact, patience and courtesy.
Record-keeping techniques.
Classroom procedures and conduct.

ABILITY TO:
Assist teachers in responding to students' emergencies.
Maintain records as directed by the teacher.
Assist certificated staff with instruction and related activities of the assigned learning environment.
Assist in developing self-help, social skills, toileting and feeding of ~~special education~~ students with special education services.
Make mathematical calculations quickly and accurately.
Communicate, understand, and follow both oral and written directions effectively.
Learn the procedure and functions of assigned duties.
Communicate effectively with special needs children.
Establish and maintain cooperative and effective working relationships with a diverse range of people.
Lift, restrain and discipline students according to approved policies and procedures as

trained.
Operate instructional and office equipment.
Learn basic computer skills, as trained, including programs that apply to current work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Apply integrity and trust in all situations.
Actively participate in meeting District goals and outcomes.
Learn District organization, operations, policies, objectives and goals.

WORKING CONDITIONS:

ENVIRONMENT:
Diversified special education classroom environments; potential exposure to and contact with bloodborne pathogens and bodily fluids; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, seeing to monitor students, hearing, and speaking to communicate with students and instructors; lifting heavy equipment and students; dexterity to manipulate specialized apparatus and to operate audio-visual and educational training equipment; reaching overhead, above the shoulders and horizontally, bending at the waist; kneeling or crouching; standing and walking for extended periods of time.

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
Position Description

TITLE:	Paraeducator - Community Based	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~28~~33/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist teacher in providing instruction to a diverse range of individuals or small groups of ~~learning disabled~~ students with special education needs, orthopedically impaired, ~~severely disabled~~ students with extensive support needs and/or communicatively disabled students in a classroom or in the community; monitor and report student progress regarding behavior and performance to assist in implementing, continuing or expanding practices to raise student achievement; perform a variety of clerical duties, as assigned.

(Note: the majority of these positions shall be assigned to a secondary Alternative Learning Pathways program and indirect supervision may be on different sites from certificated 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.)

Tutor a diverse range of individuals or ~~small~~ groups of students with ~~disabilities~~ extensive support needs; monitor practices and related activities under indirect supervision to assist in implementing, continuing, or expanding practices to raise student achievement; monitor and collect data on lessons and progress, practices, and related activities. ***E***

Observe strict confidentiality regarding student information. ***E***

Assist with meeting the IEP goals of students; observe and monitor behavior of students according to approved procedures; report progress regarding student performance and behavior to implement practices proven to raise student achievement. ***E***

Assist in preparing lessons and instructional materials for individual students; maintain daily records of student performance under indirect supervision; confer with teachers concerning programs and materials to meet individual student needs. ***E***

Accompany small groups of students and instruct them in community settings under indirect supervision to assist students in demonstrating the character and competencies for workplace success. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing, as needed. ***E***

Observe and monitor behavior of students according to approved procedures to assist students to achieve their personal best, report progress regarding student performance and behavior. ***E***

Provide instruction and assistance to ~~disabled~~ students with special education services in academic, social, self-help and community skills. ***E***

Perform a variety of clerical duties including but not limited to typing, copying materials, ordering supplies, and recording grades. ***E***

Participate in meetings and professional learning to assist the teacher in providing high quality education to students. ***E***

Provide support to teachers by setting up work areas, displays and exhibits, operating audiovisual and/or training equipment, and distributing and collecting papers and supplies to provide students access to professional options and a variety of activities. ***E***

Assist trained personnel with designated medical and physical services as mandated and trained to meet the needs of students and sites. ***E***

Perform specialized duties to assist in educating students at a high level including but not limited to: individualized learning activities, fine or gross motor skills, visual-perception skills, art work, physical development and fitness, communication and vocational skills; assist with activities related to occupational training; assist with stimulating children to be reactive; assist with bracing and unbracing artificial limbs, standing and tilt tables and hand splints; assist teacher with ongoing diagnostic process; provide drill and practice in auditory discrimination. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school, hold 48 college units or ~~NCLB (No Child Left Behind)~~ Every Student Succeeds Act (ESSA) compliance equivalent with at least two years of experience as a Paraprofessional in special education.

LICENSES AND OTHER REQUIREMENTS:

First Aid and CPR Certificate preferred.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Special issues, issues and requirements of students with communication disorders.
Basic subjects taught in District schools.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Reading and writing communication skills.
Interpersonal skills using tact, patience and courtesy.
Basic record-keeping techniques.
Safe practices in classroom and playground activities.

ABILITY TO:

Assist certificated staff with instruction and related activities for ~~learning disabled~~ students with special education needs.
Communicate, understand, and follow both oral and written directions effectively.
Establish and maintain effective working relationships with a diverse range of people.
Lift, restrain and discipline students according to approved policies and procedures.
Operate instructional and office equipment.
Learn basic computer skills as trained including programs that apply to current work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.
Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:

Special education classroom or other learning environment; potential exposure to and contact with bloodborne pathogens; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, monitor students during classroom activities; communicate with students and instructors; lift students and heavy equipment; operate office and instructional equipment; reaching overhead, above the shoulders and horizontally; bend at the waist; kneel or crouch; stand and walk for extended periods of time; dexterity to operate specialized equipment or office equipment.

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
Position Description

TITLE:	Paraeducator-Speech	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~29~~34/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under general direction of an assigned supervisor or designee, assist a certificated teacher or specialist in providing instruction and/or therapy to a diverse range of individual or ~~small~~ groups of students with speech, language, voice and fluency communication disorders; monitor and report student progress toward individualized educational program objectives to assist in implementing, continuing or expanding practices to raise student achievement; perform a variety of clerical and student assistance duties as assigned.

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.)

Tutor and provide therapy to a diverse range of individual or ~~small~~ groups of students with communication disorders; monitor and collect data on lessons and progress, practices and related activities under indirect supervision to assist in implementing, continuing or expanding practices to raise student achievement. ***E***

Observe strict confidentiality regarding student information. ***E***

Introduce and monitor instructional plans developed by the teacher and/or specialist; maintain accurate daily records of student performance under indirect supervision. ***E***

Accompany students between assigned locations within educational setting and supervise student in multiple learning environments such as field trips and work settings to assist students to demonstrate the character and competencies for workplace success. ***E***

Assist with administering and scoring assessment instruments. ***E***

Participate in Individualized Family Service Plan/Individual Plan (IFSP/IEP) or staff meetings and follows procedures specific to IFSP/IEP process to assist students to achieve their personal best. ***E***

Assist the teacher and/or specialist in providing public relations linkage with a diverse range of people such as establishing collaborative relationships with staff members, families,

students, and local community to assist in expanding practices proven to raise student achievement. ***E***

Prepare and support students' use of communication behaviors in general education classrooms. ***E***

Participate in meetings and in-service training. ***E***

Provide support to teacher by setting up work areas, displays, and classroom; operate audio-visual and training equipment; accessing and displaying online video communications platform; distribute and collect papers and supplies to provide students access to high quality options and a variety of activities. ***E***

Ensure health and safety of students and assist in maintaining a clean and orderly learning and working environment. ***E***

Inform the teacher and/or specialist of possible need for referral for non-emergency health related evaluations such as eye or ear exams. ***E***

Assist students with personal hygiene; wash hands and faces as needed. ***E***

Perform specialized duties to assist in educating students at a high level including but not limited to: assist students in maintenance of augmentative communication devices; assist in family education programs; assist pre-speech oral stimulation activities; assist students in using basic non-verbal and verbal communication related to daily functional skills. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school, 48 college units or ~~NCLB (No Child Left Behind)~~ Every Student Succeeds Act (ESSA) compliant with two years of a college credit program in the area of Communicative Disorders; and some experience working with students with speech disorders.

LICENSES AND OTHER REQUIREMENTS:

First Aid Certificate; certificate of completion of CPR training; valid California Driver's License.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Special needs, issues, and requirements of students with communication disorders.
Basic subjects taught in District schools.

Correct English usage, grammar, spelling, punctuation, and vocabulary.
Reading and writing communication skills.
Interpersonal skills using tact, patience, and courtesy.
Basic record-keeping techniques.
Safe practices in classroom and playground activities.
Basic computer skills.

ABILITY TO:
Communicate with teacher and or specialist using terminology associated with common characteristics and management of various communication disorders.
Recognize acceptable and unacceptable speech and language productions.
Understand and implement phases of instructions and components of instructional plans.
Manage student behavior or social interaction and learning environment.
Use recording, charting and graphic techniques.
Encourage and welcome valuable participation of family in educational process.
Assist students in using newly learned communication skills in the classroom, playground, and community.
Communicate, understand, and follow both oral and written directions effectively.
Establish and maintain effective working relationships with a diverse range of people.
Learn new or updated computer system/programs to apply to current work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.
Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:
Special education classroom or other learning environment; potential exposure to and contact with bloodborne pathogens; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, monitor students during classroom activities; hearing and speaking to exchange information; reaching overhead, above the shoulders and horizontally; bending at the waist; kneeling or crouching; walking and standing for extended periods of time; dexterity to operate specialized equipment or office equipment.

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
Position Description

TITLE:	Paraeducator - Autism	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~30~~35/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist in providing instruction to a diverse range of individual or ~~small~~ groups of students in a classroom or in the community with special needs, not exclusive to students identified on the autism spectrum; under the general guidance of certificated personnel, assist in meeting the special behavioral and educational needs of students with Autism.

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.)

Provide academic support to a diverse range of individual or ~~small~~ groups of students; monitor and collect data on lessons and progress, practices, and related activities to assist in implementing, continuing, or expanding practices to raise student achievement. ***E***

Observe strict confidentiality regarding student information. ***E***

Serve as a lead in the classroom for other paraprofessionals. ***E***

Assist the certificated instructor by mentoring and cross training other paraprofessionals and paraeducators in the classroom or designated area. ***E***

Provide training to instructional assistants supporting students on a site when the behavioral needs require the implementation of evidence-based behavioral methodologies prior to the student requiring a more restrictive placement. ***E***

Collaborate with certificated teachers and school psychologists to create student behavior plans. ***E***

Assist certificated staff with modifying and adapting individual schedules, communication systems, instructional materials, equipment, and arranging classroom environment. ***E***

Participate in ongoing staff development trainings/meetings, attend weekly staff meetings and other trainings/meetings as assigned. ***E***

Assist students on and off the bus; accompany students on the bus as assigned; assist students with braces and other orthopedic equipment; push wheelchairs, lift, position, and reposition students as needed. ***E***

Assist in the development of positive behavioral and educational plans for identified ~~autistic~~ students with autism; assist in implementing lessons and preparing instructional materials to provide high level education for individual students; assist in setting up work areas as needed. ***E***

Assist in the observation of students' curricular performance, record behavioral data, and implement support activities as identified by the teacher; facilitate social skill activities with identified students; maintain daily records of student performance in order to assist students to achieve their personal best. ***E***

May accompany small groups of students; instruct students in a community setting to assist them in demonstrating the character and competencies for workplace success; assist in implementing social skill curriculum with identified children as lead by the teacher. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing, as needed. ***E***

Observe and assist in emergency situations involving aggressive or uncontrolled behavior of identified students according to approved CPI (Crisis Preventative Intervention) procedures as trained; provide input as requested following emergency behavioral incidents (Behavioral Emergency Intervention Report); report progress regarding student performance and behavior to assist students to achieve their personal best. ***E***

Implement positive behavior intervention strategies for students; model identified behavioral techniques including positive behavior interventions and reinforcement strategies as identified by the teacher. ***E***

Participate in and attend in-service, structured and other specialized trainings, related to but not limited to, strategies for working with behavioral and educational needs of autistic students, behavior management, instructional curriculum and other areas assisting the teacher in providing high quality education to the students. ***E***

Assist trained personnel with designated medical and physical services as mandated and trained to meet the needs of students and sites. ***E***

Assist in performing specialized duties in educating students at a high level, including but not limited to individualized learning activities, fine or gross motor skills, or communication and vocational skills. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school, completed 48 college units or ~~NCLB (No Child Left Behind)~~ Every Student Succeeds Act (ESSA) compliance equivalent and experience working in an organized setting with school-age children; specialized training and coursework with at least one year of experience working with ~~autistic children~~ students with special education services in a classroom environment preferred.

LICENSES AND OTHER REQUIREMENTS:

First Aid and CPR Certificate preferred.

CPI Training is required within the first six months of employment.

SPECIAL REQUIREMENTS:

Completion of Paraprofessional Competency Certification in Autism through Fresno Unified School District; participate in training on specific behavioral and educational intervention specific to autism as identified by the District; participate in monthly workshops as identified by FUSD staff.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Special issues, needs and requirements of students with communicative disorders.
Basic subjects taught in District schools.
Correct English usage, grammar, spelling, punctuation, and vocabulary.
Interpersonal skills using tact, patience, and courtesy.
Basic record-keeping techniques.
Safe practices in classroom and playground activities.

ABILITY TO:
Assist staff with instruction and related activities for students.
Assist a diverse range of students in developing self-help and social skills.
Communicate, understand, and follow both oral and written directions effectively.
Establish and maintain effective working relationships with a diverse range of people.
Operate instructional and office equipment.
Assist in planning and prioritizing learning activities to support the educational needs of students.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.
Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:

Special education and general education classrooms or other learning environment; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, monitor students during classroom activities; communicate with students and instructors; assist in lifting students and equipment; operate office and instructional equipment; reaching overhead, above the shoulders and horizontally; bend at the waist; kneel or crouch; stand and walk for extended periods of time; dexterity to operate specialized equipment or office equipment.

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E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE: ~~Paraprofessional~~Paraeducator Dear/Hard of Hearing (DHH) - Oral **REPORTS TO**: Assigned Supervisor

DEPARTMENT: Special Education **CLASSIFICATION**: Classified

FLSA: Non-Exempt **WORK YEAR**: Varies

BOARD APPROVAL: **SALARY**: G-~~30~~35/CSEA 125 Salary Schedule

(Former Classification: ~~Instructional Assistant—Special Education (DHH Oral)~~ Paraprofessional, Deaf/Hard of Hearing (DHH) – Oral)

BASIC FUNCTION:

Under direct supervision of an assigned supervisor, assist in providing high quality instruction to individual or ~~small~~ groups of Deaf and Hard of Hearing (DHH) students in a classroom; monitor and report student progress regarding behavior and performance in a timely manner to assist students to achieve their personal best; perform a variety of clerical duties as assigned.

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.)

Tutor individuals or groups of students with special education services; reinforcing instruction as directed by the teacher to help educate students at a high level; monitor and collect data on lessons and progress, practices, and related activities. ***E***

Observe strict confidentiality regarding student information. ***E***

Participate in ongoing staff development trainings/meetings, attends weekly staff meetings and other trainings/meetings as assigned. ***E***

Assist with meeting the IEP goals of students; observe and monitor behavior of students according to approved procedures; report progress regarding student performance and behavior to implement practices proven to raise student achievement. ***E***

Support student understanding of concepts/content within a variety of media sources such as announcements and captioned information to provide students access to high quality learning options and activities. ***E***

Support attempts at developing independent communication strategies to demonstrate the desire to educate each student at a high level. ***E***

Structure linguistic information in a way that is auditorily and/or visually accessible to Deaf and hard of hearing students, under the direction of the teacher, to implement practices proven to raise student achievement. ***E***

Implement strategies to support listening, speech and language development in Deaf students including but not limited to auditory/oral, lip reading, and cued language. ***E***

Provide a social/cultural link for students and staff to build supportive relationships within the school setting to demonstrate the character and competencies for student success. ***E***

Check proper functioning of hearing aids and auditory equipment in a reasonable, timely manner to meet the needs of students, parents and staff. ***E***

Assist and tutor students in academic and non-academic subjects, note taking, listening skills and speech to help educate students at a high level. ***E***

Assist students in ~~mainstream classes~~ general education environments and communicate students' progress timely to the teacher. ***E***

Assist with daily activities and supervise students on the playground, in the cafeteria and during bus loading and unloading; direct learning activities in the classroom under the direction of the teacher and assist in maintaining discipline and monitoring the classroom. ***E***

Assist in keeping facilities neat, clean and safe to create a high-quality learning environment for students. ***E***

Modify and prepare instructional materials for the Deaf and hard of hearing, as directed by the teacher; prepare materials timely for learning activities in the Special Day Class-Deaf and Hard of Hearing (SDC-DHH) environment. ***E***

Accompany and assist in supervising children on field trips during regular working hours. ***E***

Assist the teacher in general clerical work, accurate record keeping, inventory, storage, and handling of instructional materials. ***E***

Assist Deaf and hard of hearing students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing as needed. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and 48 college units or ~~NCLB Classification/Compensation Study March 2010~~

Every Student Succeeds Act (ESSA) compliant; two years of experience working with Deaf and hard of hearing children in an organized setting preferred.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

LICENSES AND OTHER REQUIREMENTS:

Valid First Aid and CPR Certificate issued by an authorized agency.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Educational implications of hearing loss.
Basic subjects taught in District schools include arithmetic, grammar, spelling, language, and reading.
Correct oral and written usage of English, grammar, spelling, punctuation, and vocabulary.
Child guidance principles and practices.
Auditory equipment and functions including, but not limited to, hearing aids, cochlear implants, and FM systems.
Language development.
Safe practices in classroom and playground activities.
Interpersonal skills using tact, patience, and courtesy.
Basic record-keeping techniques.
Classroom procedures and conduct.
Basic computer skills.

ABILITY TO:

Assist Deaf and hard of hearing students in a flexible and understanding manner.
Establish and maintain effective and cooperative relationships with a diverse range of people.
Communicate, understand, and follow both oral and written directions effectively.
Read and write clearly and distinctly.
Use clear speech and correct lip movements in speech production with expressive face and eyes.
Monitor the speech and language of Deaf and hard of hearing students.
Operate instructional, audiovisual, duplicating equipment and computers.
Learn the functions, procedures, and limitations of assigned duties.
Learn the requirements for physical care of Deaf and hard of hearing students.
Prioritize and schedule work to meet schedules and timelines.
Learn current computer systems/software programs to apply to work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.

Apply integrity and trust in all situations.
Actively participate in meeting District goals and outcomes.
Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:
Indoor classroom environment and outdoor environment; exposure to anti-social behavior; exposure to bodily fluids and infectious diseases; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, dexterity to provide assistance to students; continuous use of elbows, shoulders, neck, back, lips and/or jaw; sitting or standing for extended periods of time; reaching overhead, above the shoulders and horizontally, bending at the waist to assist students.

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
Position Description

TITLE:	~~Paraprofessional~~Paraeducator Dear/Hard of Hearing (DHH) - S~~IGN~~ign	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~30~~35/CSEA 125 Salary Schedule

(Former Classification: ~~Instructional Assistant – Special Education (DHH Sign)~~ Paraprofessional, Deaf/Hard of Hearing – SIGN)

BASIC FUNCTION:

Under direct supervision of an assigned supervisor, assist in providing high quality instruction to individual or ~~small~~ groups of Deaf and Hard of Hearing (DHH) students in a classroom; monitor and report student progress regarding behavior and performance in a timely manner to assist students to achieve their personal best; perform a variety of clerical duties as assigned.

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.)

Tutor individuals or groups of students with special education services; reinforce instruction as directed by the teacher to help educate students at a high level; monitor and collect data on lessons and progress, practices, and related activities. ***E***

Observe strict confidentiality regarding student information. ***E***

Participate in ongoing staff development trainings/meetings, attends weekly staff meetings and other trainings/meetings as assigned. ***E***

Assist with meeting the IEP goals of students; observe and monitor behavior of students according to approved procedures; report progress regarding student performance and behavior to implement practices proven to raise student achievement. ***E***

Support student understanding of concepts/content within a variety of media sources such as announcements and captioned information to provide students access to high quality learning options and activities. ***E***

Support attempts at developing independent communication strategies to demonstrate the desire to educate each student at a high level. ***E***

Structure linguistic information in a way that is auditorily and/or visually accessible to Deaf and ~~h~~Hard of ~~h~~Hearing students, under the direction of the teacher, to implement practices proven to raise student achievement. ***E***

Communicate proficiently using a signing system such as American Sign Language (ASL), Pidgeon Signed English (PSE), Manually Coded English (MCE) and facial expressions appropriate to student's level of understanding. ***E***

Provide a social/cultural link for students and staff to build supportive relationships within the school setting to demonstrate the character and competencies for student success. ***E***

Check proper functioning of hearing aids and auditory equipment to meet the needs of students, parents and staff. ***E***

Assist and tutor students in academic and non-academic subjects, note taking, listening skills and speech to help educate students at a high level. ***E***

Assist students in ~~mainstream classes~~ general education environments and communicate students' progress to the teacher. ***E***

Assist with daily activities and supervise students on the playground, in the cafeteria and during bus loading and unloading; direct learning activities in the classroom under the direction of the teacher and assist in maintaining discipline and monitoring the classroom. ***E***

Assist in keeping facilities neat, clean, and safe to create a high-quality environment for students. ***E***

Modify and prepare instructional materials for the Deaf and ~~h~~Hard of ~~h~~Hearing, as directed by the teacher; prepare materials timely for learning activities in the Special Day Class-Deaf and Hard of Hearing (SDC-DHH) environment. ***E***

Accompany and assist in supervising children on field trips during regular working hours. ***E***

Assist the teacher in general clerical work, accurate record keeping, inventory, storage, and handling of instructional materials. ***E***

Assist Deaf and ~~h~~Hard of ~~h~~Hearing students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing as needed. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and 48 college units or ~~NCLB~~

Every Student Succeeds Act (ESSA) compliant; two years of experience working with Deaf and ~~h~~Hard of ~~h~~Hearing children in an organized setting preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid First Aid and CPR Certificate issued by an authorized agency.

CPI Training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Sign language skills.
Educational implications of hearing loss.
Basic subjects taught in District schools include arithmetic, grammar, spelling, language, and reading.
Correct oral and written usage of English, grammar, spelling, punctuation, and vocabulary.
Child guidance principles and practices.
Auditory equipment and functions including, but not limited to, hearing aids, cochlear implants, and FM systems.
Language development.
Safe practices in classroom and playground activities.
Interpersonal skills using tact, patience, and courtesy.
Basic record-keeping techniques.
Classroom procedures and conduct.
Basic computer skills.

ABILITY TO:
Assist Deaf and ~~h~~Hard of ~~h~~Hearing students in a flexible and understanding manner.
Establish and maintain effective and cooperative relationships with a diverse range of people.
Communicate, understand, and follow both oral and written directions effectively.
Read and write clearly and distinctly.
Use clear speech and correct lip movements in speech production with expressive face and eyes.
Monitor the speech and language of Deaf and ~~h~~Hard of ~~h~~Hearing students.
Operate instructional, audiovisual, duplicating equipment and computers.
Learn the functions, procedures, and limitations of assigned duties.
Learn the requirements for physical care of Deaf and ~~h~~Hard of ~~h~~Hearing students.
Prioritize and schedule work to meet schedules and timelines.
Learn current computer systems/software programs to apply to work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Apply integrity and trust in all situations.
Actively participate in meeting District goals and outcomes.

Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor classroom environment and outdoor environment; exposure to anti-social behavior; exposure to bodily fluids and infectious diseases; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, dexterity of hands and fingers to sign and finger spell; continuous use of elbows, shoulders, neck, back, lips and/or jaw; sitting or standing for extended periods of time; reaching overhead, above the shoulders and horizontally, bending at the waist to assist students.

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E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Paraeducator-Social Emotional Intervention	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION**:	Classified
FLSA:	Non-Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	G-~~30~~35/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under the direction of an assigned supervisor, assist in providing instruction to a diverse range of individual or ~~small~~ groups of students eligible for special education services in a classroom or in the community with special needs, not exclusive to students eligible under the category of Emotionally Disturbed (ED); under the general guidance of certificated personnel, assist in meeting the special behavioral, educational, and social-emotional needs of students.

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.)

Provide academic support for individual or ~~small~~ groups of students; monitor and collect data on lessons and progress, practices, and related activities to assist in implementing, continuing, or expanding practices to raise student achievement. ***E***

Observe strict confidentiality regarding student information. ***E***

Assist students on and off the bus; accompany students on the bus as assigned; assist students with braces and other orthopedic equipment; push wheelchairs, lift, position, and reposition students as needed. ***E***

Assist in the development of positive behavioral and educational plans for identified students; assist in implementing lessons and preparing instructional materials to provide high level education for individual students; assist in setting up work areas as needed. ***E***

Assist in the observation of students' curricular performance, record behavioral data, and implement support activities as identified by the teacher; maintain daily records of student performance under direct supervision in order to assist students to achieve their personal best. ***E***

May accompany a diverse range of ~~small~~ groups of students; instruct students in a community setting to assist students in demonstrating the character and competencies for workplace success; assist in implementing social skill curriculum with identified children as lead by the teacher. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing, as needed. ***E***

Observe and assist in emergency situations involving aggressive or uncontrolled behavior of identified students according to approved CPI (Crisis Preventative Intervention) procedures as trained; provide input as requested following emergency behavioral incidents (Behavioral Emergency Intervention Report)~~; report progress regarding student performance and behavior to assist students to achieve their personal best~~. ***E***

Report progress regarding student performance and behavior to assist students to achieve their personal best. ***E***

Implement positive behavior intervention strategies for students; model identified behavioral techniques including positive behavior interventions and reinforcement strategies as identified by the teacher. ***E***

Participate in and attend in-service, structured and other specialized trainings, related to but not limited to, strategies for working with behavioral and educational needs of students, behavior management, instructional curriculum and other areas assisting the teacher in providing high quality education to the students. ***E***

Assist trained personnel with designated medical and physical services as mandated and trained to meet the needs of students and sites. ***E***

Assist in performing specialized duties in educating students at a high level, including, but not limited to individualized learning activities, fine or gross motor skills, or communication and vocational skills. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school, completed 48 college units or ~~NCLB (No Child Left Behind)~~ Every Student Succeeds Act (ESSA) compliance equivalent and experience working in an organized setting with school-age children; specialized training and coursework with at least one year of experience working with children with social-emotional needs preferred in a classroom environment.

LICENSES AND OTHER REQUIREMENTS:

First Aid and CPR Certificate preferred.

CPI Training is required within the first six months of employment.

SPECIAL REQUIREMENTS:

Completion of Fresno Unified School District's Paraprofessional Competency Certification

in Social-Emotional Support ~~through Fresno Unified School District~~; participate in training modules specific to social-emotional needs of students; participate in monthly workshops as identified by FUSD staff.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Special issues, needs and requirements of students with severe social-emotional needs.
Basic subjects taught in District schools.
Correct English usage, grammar, spelling, punctuation, and vocabulary. Interpersonal skills using tact, patience, and courtesy.
Basic record-keeping techniques.
Safe practices in classroom and playground activities.

ABILITY TO:

Assist staff with instruction and related activities for students.
Assist a diverse range of students in developing self-help and social skills.
Communicate, understand, and follow both oral and written directions effectively.
Establish and maintain effective working relationships with a diverse range of people.
Operate instructional and office equipment.
Assist in planning and prioritizing learning activities to support the educational needs of students.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.
Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:

Special education and general education classrooms or other learning environment; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, monitor students during classroom activities; communicate with students and instructors; assist in lifting students and equipment; operate office and instructional equipment; reaching overhead, above the shoulders and horizontally; bend at the waist; kneel or crouch; stand and walk for extended periods of time; dexterity to operate specialized equipment or office equipment.

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: December 06, 2023,

AGENDA ITEM A-10

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

ITEM DESCRIPTION: Included for Board consideration and approval is a Variable Term Waiver request for Bilingual Cross-Cultural, Language and Development (BCLAD) Authorization for the 2023/24 school year. The Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The candidates referenced below are working toward completing the required coursework for the Multiple Subject Credential and BCLAD authorization.

Name	Site	Credential/BCLAD Language
Enriquez, Miriam	Birney Elementary	BCLAD:SPANISH

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

PREPARED BY: Malati Gopal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3548

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

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-11

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Variable Term Waivers for Career Technical Education Credential Holders

ITEM DESCRIPTION: Included for Board consideration and approval are Variable Term Waivers for Career Technical Education Credential Holders.

Recommendations for Variable Term Waivers:

The Commission on Teacher Credentialing has stated the Preliminary Career Technical Education (CTE) credential holders should be issued a Variable Term Waiver for the English Learner Authorization until the CTE program is completed. The English Learner classes are embedded in the CTE program. Individuals will not have the English Learner Authorization stated on their credential document until the CTE program is completed and the clear credential is issued.

This request is to seek approval to place the teachers below on a Variable Term Waiver for the English Learner Authorization:

Name	Site	Subjects
Silva, Jennifer	Fresno High	CTE: Building and Construction Trades
Munoz, David	Roosevelt High	CTE: Public Service
Vang, Michael	Bullard High School	CTE: Arts, Media, and Entertainment
Hanamaikai, John	Edison High School	CTE: Health Science and Medical Technology
DeGroot, Hannah	Bullard Talent	CTE: Arts, Media, and Entertainment

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

PREPARED BY: Malati Gopal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3548

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

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-12

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with Adventure Education Solutions

ITEM DESCRIPTION: Included in the Board binder is an agreement with Adventure Education Solutions for Extended Learning Winter Camp Enrichment services. Adventures Education Solutions (AES) is a Board Approved Request for Qualifications (RFQ) 22-09 vendor. Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied skiing, and snowboarding through real-world and student-centered experiences enrichment outside of the regular school day. Winter Camp Program will be vendor-led for four days during Winter Break. Adventure Education Solutions Inc. proposes to provide administrative and logistical support for the Fresno Unified School District's winter camp ski/snowboard camps at China Peak Resort to promote access up to 150 students in grades nine through twelve. The dates of camp are December 18, 2023, December 21, 2023, January 04, 2024, and January 05, 2024. This is a full-day camp from 5:30 a.m. to 4:00 p.m. each day.

FINANCIAL SUMMARY: Sufficient funds in the amount of $194,210 are available in the Expanded Learning Opportunity Program Budget.

PREPARED BY: Jeremy Ward

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

31302
Vendor Number

ADVENTURE EDUCATION SOLUTIONS INC	12137 EAST CORTLAND AVE SANGER, CA 93657
Vendor Name	*Address*
801-895-6960	JASON WHITING
Phone Number	*Vendor Contact*

From: 12/7/2023 **Through:** 1/5/2024
Term (Duration)

FUSD Contract Administrator:

JEREMY WARD/ CONNIE CHA	EXTENDED LEARNING/ CCR	559-248-7560
Name	*Site/ Dept*	*Telephone number*

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-2600-0791-1110-5899

Annual Cost $ 194,210.00 (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:
Adventure Education Solutions Inc. proposes to provide administrative and logistical support for the FUSD winter ski/snowboard camps at China Peak Resort. In an effort to promote access up to 150 students in grades 9th - 12th. The dates of camp are on December 18, 2023, December 21, 2023, January 4, 2024, and January 5, 2024. This is a full day camp from 5:30 am to 4:00 pm each day.

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:** 12/06/23 *Will contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:** *Signed* 11/13/23 *Date*

Reviewed & approved by **Cabinet Level Officer** *Signed* 11/17/2023 *Date*

Reviewed & approved by **Risk Management** *Signed* *Date*

Please return signed agreement back to (name/email) : Amy Cha amy.cha@fresnounified.org

Revised 9/20/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-5899

District Contact Person: JEREMY WARD/ CONNIE CHA

Budget Manager Approval: _____

Contractor's Vendor Name: ADVENTURE EDUCATION SOLUTIONS INC

Contractor's Contact Person: JASON WHITING

Contractor's Title: Founder/Director

Contractor's Telephone Number: 801-895-6960

Contractor's E-mail: jason@fresnoaes.com

Contractor's Address: 12137 EAST CORTLAND AVE SANGER, CA 93657

This Independent Contractor Services Agreement is made and entered into effective 12/7/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ADVENTURE EDUCATION SOLUTIONS INC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Adventure Education Solutions agrees to submit daily attendance for students attending program. Adventure Education Solutions will submit an executive summary report for each week of program offered along with an invoice outlining services provided for Winter Camp program(s). Adventure Education Solutions will receive a 40% advancement prior to the start of Winter Camp program. Adventure Education Solutions is to invoice Extended Learning Department the difference of the advancement received based on student attendance for each program operated at the conclusion of Winter Camp programs.

Adventure Education Solutions agrees to participate in a communication and registration service offered by InPlay and receive confidential student data provided by Fresno Unified School District to enroll students in Adventure Education Solutions s Winter Camp program. Adventure Education Solutions agrees to handle the student data in accordance with FUSD's data security and privacy policies as well as in accordance with all applicable laws and regulations. Adventure Education Solutions agrees to utilize the student data solely for the purposes of performing legitimate educational purposes related to program(s) outlined in this agreement and not for any advertisement or promotional purposes.

*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs. All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.

Please see attachment for the full scope of work that is incorporated by reference in its entirely to this agreement.

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 12/7/2023 , and shall terminate on 1/5/2024 . 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 per , not to exceed $ 194,210.00 . Checks will be made payable to ADVENTURE EDUCATION SOLUTIONS 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 JW

a. Lodging _____ Actual cost of single occupancy. Not to exceed $113 per night. *Receipt Required.*

b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. *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 4 and 5a – d): $ 194,210.00

f. Other _____

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 JW 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, 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 certifies Consultants 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 JW _____ 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: ADVENTURE EDUCATION S

Name: JASON WHITING

Address:
12137 EAST CORTLAND AVE SANGER, CA 93657

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

ADVENTURE EDUCATION SOLUTIONS INC

Jason Whiting

Jason Whiting (Nov 13, 2023 16:31 PST)

Name: JASON WHITING ***, Title:*** Founder/Director

Nov 13, 2023

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Nov 20, 2023

Date

ADVENTURE EDUCATION SOLUTIONS

Vendor Name: Adventure Education Solutions Inc. **FUSD Vendor Number:** 31637
Mailing Address: 12137 East Cortland Ave. Sanger, CA 93657
Contact Name: Jason Whiting **Phone Number:** 559-521-5672
Contact Email: Jason@fresnoaes.com

Ski/Snowboard Camp Proposal Winter 2023/24

Executive Summary: Adventure Education Solutions Inc. proposes to provide administrative and logistical support for the FUSD winter ski/snowboard camps in an effort to promote access to traditionally under-represented high school aged students to the unique recreation activities located locally as well as those found in the Central Sierra Nevada Mountains. Camps will take place on December 18, 21 2023 and January 4, 5 2024. The total cost to the district is not to exceed $194,210 for the ski/snowboard league. Program budgets includes l administration, logistical support in scheduling, registration, training, and risk management.

League Schedules

Ski/Snowboard Program Schedule	Activity/Event
Date TBD	Parent drop in date for CPMR Registration and Snow Equipment Pick up
Monday, December 18, 2023	Day 1; Rental Equipment Check Out, Lessons, Supervised Ski Time
Thursday, December 21, 2023	Day 2; Rental Equipment Check Out, Lessons, Supervised Ski Time
Thursday, January 4, 2024	Day 3; Rental Equipment Check Out, Lessons, Supervised Ski Time
Friday, January 5, 2024	Day 4; Rental Equipment Check Out, Lessons, Supervised Ski Time

Daily League Schedule

Program Schedule	Activity/Event
5:30AM	Meet at McLane High School for Check in and
6:00 AM	Departure for CPMR
8:00 AM	Arrival
8:00-9:00AM	Dress in Snow Clothes and Pick up Rental Equipment
9:00-11:00AM	Ski/Snowboard Lessons
11:00AM-12:00PM	Lunch
12:00-2:00PM	Supervised Open Ski Time
2:00PM	CPMR Departure
4:00pm	Arrival at McLane High School

Staffing Model

Ski/Snowboard Staffing	Roles & Responsibilities
AES Camp Coordinator	Oversee program operations. Coordinate with FUSD Extended Learning Office staff and coaches in addition to CPMR administration. Organize trainings, transportation, registration, equipment allocation, rental and lesson logistics. Ensure smooth operations: manage AES staff and work with FUSD coaches to assist with student athletes, facilities, activities, equipment, materials, supplies, meals, arrival and dismissal procedures.
AES Coaching Staff	Skilled positions. Attend training clinics. Assist FUSD coaches in delivering instruction and supervision during league practices and competition events. Act as point person for each team and liaison with AES program coordinator. Assist with distribution and supervision of meals and rentals at CPMR.

Program Budget

Ski/Snowboard Program Budget	Quantity	Description	Dollar Amount
AES Program Coordinator	1	$35 per hr. Ski Camp Days: 8 hrs RT, 4 hrs OT = $492 (x 4) $1,968. Planning/orientation (4), training (8), and drop-in registration day (8): 20 hrs = $700	$2,668
Lift Ticket Prices	600 (150 per camp)	$77 per student	$46,200
Lift Ticket Prices for FUSD Chaperones/Coaches/AES Staff	88 estimated 10 (FUSD), 12 (AES) per camp	$77 per chaperone/coach	$6,776
Rental Equipment for students	600 (150 per camp)	$51 per student	$4,488
Rental Equipment Prices for FUSD Chaperones/Coaches/AES Staff	88 estimated 10 (FUSD), 12 (AES) per camp	$51 pp per 10 Saturdays (19 AES/FUSD coaches)	$12,540
Lessons for Students	600 (150 per camp)	$50 per student	$30,000
Lunches at China Peak	688	$20 pp (max estimated price. CPMR prices not set for this year yet).	$13,760
AES Staff	12	12 staff x 4 days x (12 hrs at $25pp w OT) $350 =$16,800 6 Staff for parent register drop-in day 8 hours: $1,600	$18,400
Charter Busses	12 (3 x54 passenger busses per camp)	$2,500 per bus per camp. (Estimated cost, transportation being secured)	$30,000
Saddler Liability Insurance		League GL policy	$4,045
Subtotal			$168,877
Administration Fee		15%	$25,333
*Total			$194,210*

*Excluding administration fee, district only invoiced for actual charges incurred for camp operation.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-13

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with Barobo, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Barobo, Inc. for curriculum, hardware, and software as part of the University of California Davis Center for Integrated Computing and STEM Education program for the A4 Math Camp summer program in the 2023/24 academic year. The A4 Math Camp summer program is a coding and robotics boot camp focused on teaching fractions concepts to fifth and sixth-grade students who are one or more grade levels below in their diagnostic 2 math i-Ready assessment.

FINANCIAL SUMMARY: Sufficient funds in the amount of $98,960 are available in the 2023/24 African American Academic Acceleration General and Expanded Learning Opportunities Program Budgets.

PREPARED BY: Domino Chumrley-Birch

DIVISION: Diversity, Equity, and Inclusion
PHONE NUMBER: (559) 457-3957

CABINET APPROVAL: Carlos Castillo
Chief Officer of Diversity, Equity, and Inclusion

Carlos Castillo (Nov 22, 2023 07:51 PST)

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

31523
Vendor Number

Barobo, Inc	221 G Street, STE 204, Davis, CA 95616
Vendor Name	***Address***
(530) 746-8260	Dr. Larry Lagerstrom
Phone Number	***Vendor Contact***

From: 12/11/2023 **Through:** 6/30/2024
Term (Duration)

FUSD Contract Administrator:

Lisa Mitchell	African American Academic Acce (559) 457-3728
Name	*Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 060-2600-0755-1983-1000-5899

Annual Cost 98960.00 (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:

The proposed project will conduct a pilot implementation of the C-STEM Program at Fresno USD in 2023-2024. A4 in collaboration with C-STEM will recruit 20 STEM teachers to participate in 4-day C-STEM professional development on "Introduction to Teaching Computer Science" starting in Fall 2023. C-STEM will provide on-going support for the integration of the C-STEM Math-ICT curriculum with computing and robotics into their formal and expanded learning during the academic year. These experienced C-STEM teachers will conduct C-STEM Robotics-Math Summer Camps for 200 African-American students in grades 5-6 for three weeks in Summer 2024. Barobo, Inc. will provide robots, accessories, and instructor licenses for the "RoboBlocky" integrated learning environment and C-STEM Math ICT curriculum.

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:** 12/6/23 ***Will this contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**	Carlos Castillo (Nov 15, 2023 15:56 PST)	Nov 15, 2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		Nov 30, 2023
	Signed	*Date*
Reviewed & approved by **Department Head**	Lisa Mitchell	11/7/2023
	Signed	*Date*

Please return signed agreement back to (name/email) : Gloria Jenkins/gloria.jenkins@fresnounif

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0755-1983-1000-5899

District Contact Person: Lisa Mitchell

Budget Manager Approval: Lisa Mitchell

Contractor's Vendor Name: Barobo, Inc

Contractor's Contact Person: Dr. Larry Lagerstrom

Contractor's Title: Chief Academic Officer

Contractor's Telephone Number: (530) 746-8260

Contractor's E-mail: larry@barobo.com

Contractor's Address: 221 G Street, STE 204, Davis, CA 95616

This Independent Contractor Services Agreement is made and entered into effective 12/11/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Barobo, Inc ("Contractor").

1. Contractor Services. Contractor agrees to provide

The proposed project will conduct a pilot implementation of the C-STEM Program at Fresno USD in 2023-2024. A4 in collaboration with C-STEM will recruit 20 STEM teachers to participate in 4-day C-STEM professional development on "Introduction to Teaching Computer Science" starting in Fall 2023. C-STEM will provide on-going support for the integration of the C-STEM Math-ICT curriculum with computing and robotics into their formal and expanded learning during the academic year. These experienced C-STEM teachers will conduct C-STEM Robotics-Math Summer Camps for 200 African-American students in grades 5-6 for three weeks in Summer 2024. Barobo, Inc. will provide robots, accessories, and instructor licenses for the "RoboBlocky" integrated learning environment and C-STEM Math ICT curriculum.

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 12/11/23 , 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 98960.00 per SoW , Not to exceed 98960.00 . Checks will be made payable to Barobo, 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 LL

   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 $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 4 and 5a – d): 98960
   f. Other _____

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 LL 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, 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.
    T**he 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 certifies Consultants 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 LL 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: Barobo, Inc

Name: Dr. Larry Lagerstrom

Address:
221 G Street, Ste 204
Davis, CA 95616

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

Barobo, Inc

Name: Larry Lagerstrom ***, Title:*** Chief Academic Officer

Nov. 8, 2023

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Nov 30, 2023

Date

Integrating UC Davis C-STEM Program into African American Academic Acceleration (A4) at Fresno USD

Scope of Work
(Hardware, Software, and Curriculum)

Dr. Larry Lagerstrom
Chief Academic Officer, Barobo, Inc.
221 G Street, Suite 204
Davis, CA 95616
www.barobo.com
530-746-8260, info@barobo.com

Summary
This document outlines the scope of work for the hardware, software, and curriculum aspects of integrating the UC Davis C-STEM Program into African American Academic Acceleration (4A) at Fresno Unified School District. (Aspects of professional development and support are listed in a separate scope of work from the C-STEM Center.)

UC Davis C-STEM Program
The UC Davis Center for Integrated Computing and STEM Education (C-STEM) develops educational computing and robotics technology, curriculum, and pedagogical strategies, and provides professional development and support for STEM teachers, even those without any prior coding and robotics experience, to integrate hands-on computing and robotics into their classroom teaching math, CS, and STEAM. C-STEM is a UC Approved Educational Preparation Program for undergraduate admission for all University of California campuses. C-STEM provides professional development for teachers with Computer Science Supplementary Teaching Credential Authorization credits in partnership with UC Riverside Extension.

Barobo, Inc. has worked with the C-STEM Center for over a decade in the development of hardware, software, and curriculum for its math, computer science, and robotics programs.

Scope of Work
The proposed project will conduct a pilot implementation of the C-STEM Program at Fresno USD in 2023-2024. A4 in collaboration with C-STEM will recruit 20 STEM teachers to participate in 4-day C-STEM professional development on “Introduction to Teaching Computer Science” starting in Fall 2023. C-STEM will provide on-going support for the integration of the C-STEM Math-ICT curriculum with computing and robotics into their formal and expanded learning during the academic year. These experienced C-STEM teachers will conduct C-STEM Robotics-Math Summer Camps for 200 African-American students in grades 5-6 for three weeks in Summer 2024.

Barobo, Inc. will provide robots, accessories, and instructor licenses for the “RoboBlocky” integrated learning environment and C-STEM Math ICT curriculum.

Cost

The cost proposal below includes the necessary hardware, software, and curriculum for the A4 project. A separate scope of work from the C-STEM Center includes a budget with the professional development and C-STEM Subscription costs.

Item	Quantity	Description	Unit Cost	Total
RoboBlocky Subscription	20 Teachers	Full Access to Math ICT Curriculum Resources, all grades during 2023-2024 Academic School Year and 2024 Summer Program for up to 8 Classes per Teacher	$1200	$24,000
Classroom Robots Bundle	20 Teachers	8 Linkbot Bundle, includes 8x Linkbot Super Kit, RoboPlay Accessory Pack, Activity Mats, Barobo Charger, Carry Case	$3200	$64,000
Omni Bot Pack	20 Teachers	4 OmniBot Packs per Teacher ($65 per pack). Each pack has 4x Mecanum Wheels and Connectors, 1x Omnibot Pen Connector, 1x Pen Connector Adapter	$260	$5,200
Activity Mat	20 Teachers	1 Activity Mat: RoboTown	$144.00	$2,880
Activity Mat	20 Teachers	1 Activity Mat: RoboExploration	$144.00	$2,880
				$98,960

Policy Number: A09596890 Date Entered: 11/09/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gilbert Cohen Insurance Agency, Inc. 10002 Foothills Blvd. Ste 120 Roseville, CA 95747	CONTACT NAME: Kimberly H. Cohen PHONE (A/C, No, Ext): (916)789-7000 FAX (A/C, No): (916)786-7673 E-MAIL ADDRESS: gcohen@farmersagent.com
INSURED Barobo Inc. 221 G Street, Suite 204 Davis, CA 95616	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE Property and Casualty Insurance — 20699 INSURER B : Mid-Century Insurance Company — 21687 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		D94397170	10/9/2023	10/9/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A09596890	10/19/2023	10/19/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fresno Unified School District is named as additional insured per the attached blanket additional insured endorsement attached. The above referened general liability policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary per the attached endorsement.

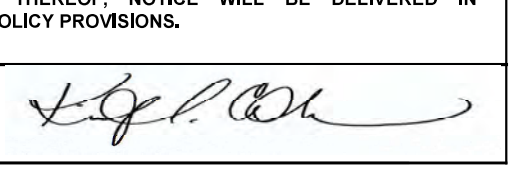
CERTIFICATE HOLDER

2309 Tulare Street,
Fresno, CA 93721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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BUSINESSOWNERS LIABILITY EXTENSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWERS COVERAGE FORM

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This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In **Section II - Liability**, Paragraph **A. Coverages**, **1. f. Coverage Extension – Supplementary Payments,** subparagraphs **(1)(b) and (c)** are replaced by the following:

(b) The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

(c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In **Section II – Liability**, Paragraph **A. Coverages, 2. Medical Expenses**, subparagraph **a.(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In **Section II - Liability**, Paragraph **B. Exclusions,** subparagraph **(2)** of Exclusion **1.g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In **Section II - Liability**, Paragraph **B. Exclusions,** the following exception is added to Exclusion **1.g. Aircraft, Auto or Watercraft in Section II – Liability:**

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. It is rented with a trained, paid crew; and

3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In **Section II - Liability**, Paragraph **B. Exclusions,** the following exception is added to Exclusion **1.k. Damage To Property**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In **Section II - Liability**, Paragraph **C. Who is an Insured** is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or

2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In **Section II - Liability**, Paragraph **C. Who is an Insured,** Paragraph **2.a.** is replaced by the following:

2. Each of the following is also an insured:

a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no “employee” is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or to any co-“employee” while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;

(b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph **(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph **(a)** or **(b)** above.

With respect to “bodily injury” only, the limitations described in Paragraph **2.a.(1)** above do not apply to you or to your directors, managers, members, “executive officers”, partners or supervisors as insureds. The limitations also do not apply to your “employees” as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”.

(2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or by any of your “employees”. This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner.

b. Your “volunteer workers”, but only while acting within the scope of their activities for you and at your direction.

H. ADDITIONAL INSUREDS

In **Section II - Liability**, Paragraph **C. Who is an Insured,** the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

e. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in such premises.

(2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS

g. Any person or organization who is a vendor of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraph **(d)** or **(f);** or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided by the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

h. Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:

(1) To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and

(2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

(1) That is more specifically identified under any other provision of Paragraph **C. Who Is An Insured** (regardless of any limitation applicable thereto).

(2) With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph **C. Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

a. Ownership, maintenance or use of any assets; or

b. Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs **e.**, **f.**,**.** and **h.** above, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of such person or organization is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

I. DAMAGE TO PREMISES RENTED TO YOU – $1,000,000

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance,** Paragraphs **3**. and **4**. are deleted and replaced with the following:

3. Subject to the **Liability And Medical Expenses Limits Of Insurance**, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is $1,000,000.

4. Aggregate Limits

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:

(1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Plus medical expenses;

(3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section **II** – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, the following is added:

1. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Paragraph **A.1.** Business Liability, and for all medical expenses caused by accidents under Paragraph **A.2**. Medical Expenses, which can be attributed only to a single "location":

   a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other than Products/Completed Operations Aggregate Limit shown in the Declarations.

   b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph **A.1.** Business Liability, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2**. Medical Expenses, regardless of the number of:

   (1) Insureds;

   (2) Claims made or "suits" brought; or

   (3) Persons or organizations making claims or bringing "suits".

   c. Any payments made under Paragraph **A.1.** or under Paragraph **A.2**. Medical Expenses shall reduce the separate Location General Aggregate Limit for that "location". Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location".

   d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.

2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the Insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph **A.1.** Business Liability and for all medical expenses caused by accidents under Paragraph **A.2**., which cannot be attributed only to operations at a single "location".

   a. Any payments made under Paragraph A.1. Business Liability for damages or under Paragraph A.2. for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and

   b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".

3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations".
4. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location."
5. As used in this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Paragraph **D. Liability and Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

K. KNOWLEDGE/NOTICE OF OCCURRENCE

In **Section II - Liability**, Paragraph **E. Liability and Medical Expenses General Conditions**, **2. Duties In the Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

e. Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **3.** is deleted and replaced with the following:

3. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

M. COVERAGE TERRITORY, LIMITED WORLDWIDE

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **4.** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or

b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

In **Section III – Common Policy Conditions**, Paragraph **C. Concealment, Misrepresentation or Fraud** is amended to include the following additional paragraph:

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") of any insured knows about such hazard or other material information.

O. OTHER INSURANCE, INCLUDING PRIMARY PROVISION

In **Section III – Common Policy Conditions**, Paragraph **H. Other Insurance**, subparagraphs **2.** and **3.** are replaced by the following:

H. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is insurance that applies to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

P. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In **Section III – Common Policy Conditions**, Paragraph **K. Transfer of Rights of Recovery Against Others To Us**, subparagraph **2.** is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-14

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with Leadership Legacy Consulting LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Leadership Legacy Consulting LLC. to build the capacity of executive level leaders both individually and collectively to lead with equity at the forefront of decision making for systemic change. Content is centered around mindset work while creating a parallel between adaptive and technical work in the school system to interrupt racist practices, systemically address identity oppression and close equity gaps.

Coaching is designed to provide customized support for the personal and professional equity leadership journey. This entails support with various aspects of internal and external strategic facilitation and equity impact action planning focused on strategically identifying, implementing, and monitoring actions that impact the closure of equity gaps for identified target students' groups in the district.

FINANCIAL SUMMARY: Sufficient funds in the amount of $100,750 are available in the Deputy Superintendent's Budget.

PREPARED BY: Misty Her,
Deputy Superintendent

DIVISION: Superintendent's Office
PHONE NUMBER: (559)457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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

Notice:

This agreement template is provided for your convenience. It is not provided as a substitute for legal advice. If you have any questions about this template or your finished contract, please contact a licensed attorney.

How to use this template:

- Delete any provisions that do not apply to your business.

- Read and make sure you understand everything.

- Double and then triple check all your numbers (dates/payments/addresses).

- Add anything you want to include that is not included in your template.

- Add or delete the parties as you see fit. The template is provided with two clients in the introductory paragraph so you may understand how to add an additional party, and if there is only one person signing the agreement, the second client may be easily removed from the template.

- Don't forget to delete this section and the one above it!

Client Service Agreement

Entered into on Nov 15, 2023.

Project is on TBD at Fresno Unified School District or Offsite Location TBD.

Parties:

Known as "Contractor"

Leadership Legacy Consulting, LLC

Info@leadershiplegacyconsulting.com

PO Box 1563, Belleville, MI 48112

(916) 800-4108

and

Known as "Client"

Fresno Unified School District/Misty Her

misty.her@fresnounified.org

2309 Tulare Street, Fresno, CA 93721

5593499203

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Contractor to provide services relating to Client's Executive Cabinet Leadership Development as detailed in this Agreement. Contractor has agreed to provide such services according to the terms of this Agreement.

Terms

PACKAGE

Client chooses Contractor's package.

SERVICES

Contractor shall provide Client with the following services on a customizedbasis (herein known as "Services"):

- **Executive Leadership Coaching**
- **Executive Team Mid-Year Retreat Facilitation**

Contractor shall provide Client with the following additional services by on an 'as needed' basis at the discretion of the Contractor:

PRE-PROJECT CONSULTATION

Contractor shall provide Client with one sixty-minute pre-Service consultation. The Parties shall agree on an acceptable date and time for conducting the pre-Service consultation, but the manner by which the consultation shall be conducted shall be at the discretion of the Contractor. In most instances, this consultation is conducted via phone, video chat, or in person.

COST

The total cost of all Services Contractor agrees to provide to Client is $89,500 + 15% taxes and fees which comes to a total of $100,750 (the "Total Cost"). Total Cost is inclusive of Contractor's Services, any setup time, travel time and out-of-pocket costs, software licenses, taxes, administrative fees, assistance, subcontractor costs, excluding lodging and travel expenses for events outside of Fresno Unified School District which will be covered or reimbursed by the district.

FEES

Contractor's daily rate is $7,250.00 per day spent on Client's Services over the allotted amount of time purchased.

LATE FEES

If Contractor does not receive payment from Client within fourteen calendar days of any payment date, then Client will be charged a late fee of 1.5% of the outstanding amount per each day that Contractor does not receive payment.

- *For example, Client owes Contractor $1000 due on April 1 and fails to pay by April 14th. On April 15th, Client owes Contractor $1015. On April 16th, Client owes Contractor $1030.23. On April 17th, Client owes Contractor $1045.68, and so on.*

EXPENSES

Any expenses incurred by Contractor while providing Client with Services will be invoiced to Client in a timely manner. At the Contractor's discretion, Contractor will make reasonable efforts to integrate Client's suggested software or products.

CONFIDENTIALITY

Parties will treat and hold all information **of or relating to** this Agreement, the Services provided and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, Parties will return all such information, including account access information, and any and all copies to the original Party and will remain bound to the Confidentiality provision of this Agreement. Confidential Information (herein "Confidential Information") means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form to any parties outside of this Agreement.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

RELATIONSHIPS OF THE PARTIES

Contractor and any related sub-contractors are not employees, partners or members of Client's company or organization. Contractor has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. Contractor has the right to hire assistants, subcontractors or employees to provide Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, insurance, taxes (including FICA), registrations or permits. Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to Contractor.

INTELLECTUAL PROPERTY

Contractor retains the ownership of its copyright in any and all designs pursuant to federal copyright law (Chapter 17, Section 201-02, of the United States Code.) Any and all work produced in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Contractor. Contractor grants to Client a nontransferable, non-exclusive, royalty-free license of designs produced with and for Client for the specific purpose of advertising and updates.Any unauthorized use of the design, such as using the design for other purposes than those specified herein, will result in additional fees and/or royalty payments to Contractor. Parties own their respective trademarks and intellectual property used in the normal and separate course of their business and agree not to infringe upon or otherwise use each other's respective intellectual property except for in the course of providing Client with its Services.

STYLE RELEASE

Client has spent a satisfactory amount of time reviewing Contractor's work and has a reasonable expectation that Contractor's Services will produce a reasonably similar outcome and result for Client. Contractor will use reasonable efforts to ensure Client's services are carried out in a style and manner consistent with Contractor's current portfolio and services, and Contractor will try to incorporate any suggestions Client makes. However, Client understands and agrees that:

- Every client and final delivery is different, with different tastes, budgets, and needs;
- Courageous Leadership Consultingis a subjective service and Contractor is a provider with a unique vision, with an ever-evolving style and technique;
- Contractor will use her personal judgment to create favorable results for Client, which may not include strict adherence to Client's suggestions;
- Dissatisfaction with Contractor's independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned.

LIMIT OF LIABILITY

Client agrees that the maximum amount of damages she is entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed Contractor's total cost as set forth in this Agreement.

INDEMNIFICATION

Client agrees to indemnify and hold harmless Contractor and its employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services provided herein.

ASSUMPTION OF RISK

Client and related parties/ participants expressly assume any risk of Courageous Leadership Development and related activities as described herein.

NON-DISPARAGEMENT

The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

CANCELLATIONS AND RESCHEDULING

CLIENT DESIRES TO CANCEL OR RESCHEDULE

If the Client desires to cancel Services of Contractor for any reason at any time, then Client shall provide at least 30 days Notice to Contractor in order to cancel this contract. Client may reschedule Services with at least one month's Notice. Providing Notice will not relieve Client of any currently outstanding payment obligations. Contractor will not be obligated to refund any portion of monies Client has previously paid to Contractor. If Contractor is able to re-book further services on or before Client's final delivery date, Client may be issued a credit for future services with Contractor at Contractor's discretion.Contractor has no obligation to attempt to re-book further Services to make up for Client's cancellation or rescheduling.

CONTRACTOR DESIRES TO CANCEL OR RESCHEDULE

In the event Contractor cannot or will not perform her obligations in any or all parts of this Agreement, it (or a responsible party) will immediately give Notice to Client, and at the Contractor's discretion, either attempt to find a reasonable substitute to fulfill the terms of this Agreement or issue a refund or credit based on a reasonably accurate percentage of Services rendered. In the case of a refund where, at the discretion of the Contractor, no reasonable substitute is found, Contractor shall excuse Client of further performance obligations in this Agreement.

FORCE MAJEURE

Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the performance of Services, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms or infestation), or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

NO-SHOWS

If it becomes impossible for Contractor to render Services due to the fault of the Client or parties related to Client, such as failure to provide necessary elements of the Services or failure of one or more essential parties to the Services to complete tasks in a timely manner, it is within the Contractor's sole discretion to allow for any additional time or dates to render Services. In such an event, any outstanding amount will immediately become due and payable to Contractor.

GOVERNING LAW

The laws of Michigan govern all matters arising under or relating to this Agreement, including torts. Any fees, charges or taxes for doing business in a state other than Michigan are the responsibility of the Client in addition to the agreed upon rate for services. Contractor will receive funds and send to appropriate entities.

NOTICE

Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via either of the following methods of delivery at the date and time which the Notice is sent:

- Email

Contractor Email: info@leadershiplegacyconsulting.com

Client's Email: Misty.Her@FresnoUnified.org

- Mail

Contractor's Address: PO Box 1563, Belleville, MI 48112

Client's Address(es): Fresno Unified School District 2309 Tulare St., Fresno CA 93721

SEVERABILITY

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

AMENDMENTS

The parties may amend this Agreement only by the parties' written agreement with proper Notice.

ASSIGNMENTS

Neither party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided herein.

TITLES

The titles and section headers in this Agreement are provided for convenience only and should not be construed as part of this Agreement.

Dr. Shelley Jones-Holt

Shelley Jones-Holt, Ed.D — * Signature required

Info@leadershiplegacyconsulting.com

Nov 16, 2023

Misty Her — * Signature required

misty.her@fresnounified.org

Nov 16, 2023

Stacy Sandoval, Execitive Director, Risk Mangament, FUSD — * Signature required

stacey.sandoval@fresnounified.org

Patrick Jenson, Chief Financial Officer, FUSD — * Signature required

patrick.jensen@fresnounified.org

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER: Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 | FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com
PRODUCER CUSTOMER ID:

INSURED: Leadership Legacy Consulting, LLC
48500 Ormond Dr
Van Buren Twp, MI 48111

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Next Insurance US Company	16285
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES | CERTIFICATE NUMBER: 925959260 | REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	DEDUCTIBLES	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY		NXTRH3WTCH-01-CP	04/21/2023	04/21/2024	[ ] BUILDING	$
	CAUSES OF LOSS	BUILDING				[X] PERSONAL PROPERTY	$70,400.00
	[ ] BASIC					[X] BUSINESS INCOME	$Included
	[ ] BROAD	CONTENTS				[X] EXTRA EXPENSE	$Included
	[X] SPECIAL	$500.00				[ ] RENTAL VALUE	$
	[ ] EARTHQUAKE					[ ] BLANKET BUILDING	$
	[ ] WIND					[ ] BLANKET PERS PROP	$
	[ ] FLOOD					[ ] BLANKET BLDG & PP	$
							$
							$
	[ ] INLAND MARINE		TYPE OF POLICY			[ ] EQUIPMENT	$
	CAUSES OF LOSS					[ ] MISC TOOLS	$
	[ ] NAMED PERILS		POLICY NUMBER			[ ] BORROWED TOOLS	$
	[ ] OPEN PERILS						$
	[ ] CRIME						$
	TYPE OF POLICY						$
							$
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN						$
							$
							$
							$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60767 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: State National Insurance Company, Inc.	12831
Leadership Legacy Consulting, LLC 48500 Ormond Dr Van Buren Twp, MI 48111	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 325959268 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTF731JWH-01-GL	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB EXCESS LIAB DED OCCUR CLAIMS-MADE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	X		NXTF731JWH-01-GL	04/21/2023	04/21/2024	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Fresno Unified School District. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-15

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with SMALLIFY

ITEM DESCRIPTION: Included in the Board binders is an agreement with SMALLIFY to partner with the office of African American Academic Acceleration and the Student Voice Initiative to develop and expand on the "Belonging" Professional Learning series. In collaboration with A4, SMALLIFY will highlight student voice through design thinking labs that will help identify challenges that black students face and then develop student-led solutions.

FINANCIAL SUMMARY: Sufficient funds in the amount of $50,000.00 are available in the A4 Budget.

PREPARED BY: Lisa Mitchell

DIVISION: Diversity, Equity, and Inclusion
PHONE NUMBER: (559) 457-3957

CABINET APPROVAL: Carlos Castillo
Chief Officer of Diversity, Equity, and Inclusion

Carlos Castillo (Nov 22, 2023 07:52 PST)

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

24970
Vendor Number

Smallify LLC
Vendor Name

336 Lexington Drive, Menlo Park, CA 94025
Address

(650) 815-9302
Phone Number

Dave Viotti
Vendor Contact

From: 12/7/2023 **Through:** 6/28/2024
Term (Duration)

FUSD Contract Administrator:
Lisa Mitchell — *Name*

African American Academic Accelera (559) 457-3728 — *Site/ Dept* — *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 030-0176-0755-1110-1000-5899

Annual Cost 50,000.00 (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:
SMALLIFY will continue to co-design, co-facilitate & support development & expansion of the Belonging Experience at FUSD. Design - SMALLIFY will work A4 staff, teachers and students to customize the content flow, sequence, desired outcomes, and delivery dates that best map to A4's annual goals. Deliver - SMALLIFY will work with A4 to deliver and co-facilitate 8 to 10 sessions of The Belonging Experience for new and veteran teachers at FUSD (remote delivery). SMALLIFY will also work with A4 to train additional facilitators within the A4 community to support the scale of the program across FUSD. Evaluate and Sustain - SMALLIFY will work with A4 at the end of each academic year to assess program metrics, share insights and make recommendations to further develop and increase the scale and impact of this program.

DCV

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:** 12/06/2023 ***Will this contract be submitted with Bundled Contracts?*** Aug Bundle
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:** Carlos Castillo (Jul 7, 2023 07:09 PDT) — Jul 7, 2023
Signed — *Date*

Reviewed & approved by **Risk Management** — Nov 8, 2023
Signed — *Date*

Reviewed & approved by **Department Head** — Lisa Mitchell — 6/27/2023
Signed — *Date*

Please return signed agreement back to (name/email) : Gloria Jenkins/gloria.jenkins@fresnounified.org

Revised 2/23/23

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0176-0755-1110-1000-5899

District Contact Person: Lisa Mitchell

Budget Manager Approval: Lisa Mitchell

Contractor's Vendor Name: Smallify LLC

Contractor's Contact Person: Dave Viotti

Contractor's Title: Founder/CEO

Contractor's Telephone Number: (650) 815-9302

Contractor's E-mail: daveviotti@gmail.com

Contractor's Address: 336 Lexington Drive, Menlo Park, CA 94025

This Independent Contractor Services Agreement is made and entered into effective 12/7/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Smallify LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

SMALLIFY will continue to co-design, co-facilitate & support development & expansion of the Belonging Experience at FUSD. Design - SMALLIFY will work A4 staff, teachers and students to customize the content flow, sequence, desired outcomes, and delivery dates that best map to A4's annual goals. Deliver - SMALLIFY will work with A4 to deliver and co-facilitate 8 to 10 sessions of The Belonging Experience for new and veteran teachers at FUSD (remote delivery). SMALLIFY will also work with A4 to train additional facilitators within the A4 community to support the scale of the program across FUSD. Evaluate and Sustain - SMALLIFY will work with A4 at the end of each academic year to assess program metrics, share insights and make recommendations to further develop and increase the scale and impact of this program.

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 12/7/2023 , and shall terminate on 6/28/2024 . 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 50000 per , Not to exceed 50,000.00 . Checks will be made payable to Smallify LLC . 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 DCV

   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 $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 4 and 5a – d): 50000
   f. Other _____

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 DCV 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, 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.
    T**he 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 certifies Consultants 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 DCV 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: Smallify LLC

Name: Dave Viotti

Address:
336 Lexington Drive
Menlo Park, CA 94025

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

Smallify LLC



_____
Name: Dave Viotti ***, Title:*** Founder/CEO

June 16, 2023

_____
Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director



_____

Nov 8, 2023

_____
Date

SMALLIFY

April 21, 2023

SMALLIFY will work with the Office of African-American Academic Acceleration (A4) at Fresno Unified School District (FUSD) to deliver the following in the 2023-24 academic year:

Project Scope:

A. The Belonging Experience: SMALLIFY will continue to co-design, test, co-facilitate and support development and expansion of The Belonging Experience at FUSD. In partnership with A4 staff, SMALLIFY will continue to train new and veteran teachers and to develop new professional learning content and programming to support A4's mission. SMALLIFY will follow its methodology of inclusive, community-centered design in three phases:

1. **Design -** SMALLIFY will work A4 staff, teachers and students to customize the content flow, sequence, desired outcomes, and delivery dates that best map to A4's annual goals. This includes engaging student and teacher voices to ensure content relevance. SMALLIFY will work with A4 to develop metrics to measure the impact of The Belonging Experience in relation to A4's annual goals.

2. **Deliver -** SMALLIFY will work with A4 to deliver and co-facilitate 8 to 10 sessions of The Belonging Experience for new and veteran teachers at FUSD (remote delivery). SMALLIFY will also work with A4 to train additional facilitators within the A4 community to support the scale of the program across FUSD. SMALLIFY will meet with A4 regularly to debrief each program and adjust to meet emerging needs or opportunities.

3. **Evaluate and Sustain -** SMALLIFY will work with A4 at the end of each academic year to assess program metrics, share insights and make recommendations to further develop and increase the scale and impact of this program.

B. L.E.A.D. Program. SMALLIFY will work with A4 staff to review and revise the L.E.A.D. design thinking curriculum. SMALLIFY will design and develop the professional learning curriculum to train L.E.A.D. instructors on key elements of design thinking. SMALLIFY will deliver three or four professional learning labs on teaching design thinking. Learning objectives include: (1) Developing familiarity and comfort with the L.E.A.D. curriculum; (2) Understanding and practice using essential design thinking tools and practices (empathize, define, ideate, prototype, test); 3) Identifying ways to move into and maintain a growth mindset (teachers and students); and 4) Learning how to apply design thinking tools to develop activities that engage students and empower them to use design thinking tools. SMALLIFY will work with A4 at the end of each academic year to assess program metrics, share insights and make recommendations to further develop and increase the scale and impact of this program.

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C. (Optional) SMALLIFY On Demand is a scalable, cost-effective subscription model that provides dedicated access to all SMALLIFY training programs, program modules, facilitation, and coaching for the A4 team. SMALLIFY On Demand includes the full scope of The Belonging Experience and L.E.A.D. program above, plus full access to all SMALLIFY training programs (**see Appendix A**), facilitation, strategic planning, project management, and coaching support for the A4 staff and community.

Fees:

SMALLIFY offers its services to A4 and FUSD at a 75% discount. SMALLIFY has not raised its rates for FUSD since its initial contract with A4 in 2019 and will not raise them for the duration of this RFQ period.

Option A: The annual fee for **The Belonging Experience** is $32,000. The annual fee for **The L.E.A.D. program** is $10,000. Total annual fee of $42,000.

Option B: **SMALLIFY On Demand**. The fee for an annual subscription is $50,000 (5-hour/day, twice monthly for the full academic year, including the Belonging Experience and L.E.A.D., facilitation, coaching and delivery of programs listed in Appendix A).

Terms: SMALLIFY shall retain all right, title and interest in and to its intellectual property, and any derivative works thereof, which includes, without limitation, its trademarks, trade names, programs, tools, tool names, methods, exercises, decks, field guide, other materials, and training products ("SMALLIFY IP"). SMALLIFY does not provide its products or services under this Agreement as "work for hire" or specially commissioned work. SMALLIFY will deliver its existing tools and services. “SMALLIFY” is a registered trademark and may not be used without SMALLIFY’s prior written approval. SMALLIFY IP may not be disclosed, licensed, sold, publicly performed or displayed, or otherwise used, distributed or modified without the express written permission of SMALLIFY. SMALLIFY’s liability is limited to fees paid under this Agreement.

SMALLIFY

Appendix A: SMALLIFY Programs for Educational Institutions

Stuck on a challenge that seems too big to solve? Overwhelmed by uncertainty? Need to move faster to stay ahead? It's time to SMALLIFY. A rapid innovation method practiced around the world, SMALLIFY helps leaders, organizations and communities break their big goals into smaller, more actionable pieces, so they can take action and get results faster. SMALLIFY delivers project-based accelerator programs and results-oriented professional development workshops (aka "SMALLIFY Labs").

The following SMALLIFY programs can be delivered for project teams and small or large groups (up to 100) via Zoom, in person, or hybrid (combination of in person and Zoom). Each program is highly interactive with an emphasis on learning-by-doing and achieving individual and organizational goals. Participants will leave with: (1) **results** (related to their goals, strengths and growth areas); (2) **skills, tools and mindsets** they can apply immediately to their everyday work; and (3) **relationships** among other participants so they can expand their networks and communities of practice. SMALLIFY is built around a set of practical problem solving and rapid innovation tools. Like "Lego" pieces, SMALLIFY tools are modular and can be tapped at any time, for any duration, in situational leadership. Designed to scale to meet any organization's needs, all program modules can be delivered individually or arranged in a series for cohort groups of leaders. SMALLIFY makes full use of breakout rooms, chat, silent reflection time, peer-to-peer conversations, research, and storytelling to make each session personal, highly practical, inspiring and engaging, as well as to ensure equity of voice.

SMALLIFY offers three primary programs (details for each below):

1. The **SMALLIFY Lab for Teams (aka the "Get Stuff Done Lab")** offers a structured, project-based rapid innovation program designed to empower project teams to reach results on internal or external, customer-facing projects (from process improvement to new or enhanced services to effective policies and practices) within 30 to 90 days (from idea to pilot implementation).
2. The **SMALLIFY Lab for Leaders** and the three-part series on **How to Be a Trusted Advisor**, are comprehensive introductions to essential SMALLIFY tools for participants at any level in the organization. Other SMALLIFY Labs for Leaders training modules go deeper into specific SMALLIFY tools and can be taken stand-alone or arranged in a series (detailed descriptions below).
3. **SMALLIFY On Demand** is a scalable, cost-effective subscription model that provides dedicated access to all SMALLIFY training programs, program modules, facilitation, and coaching for organizations, leadership academies, or community leadership networks that are seeking to deliver training, workforce development, leadership, innovation capacity building, and project impact results at scale.

1. SMALLIFY Lab for Teams (aka, the Get Stuff Done Lab)

Many organizations struggle to move from ideas to action. The project-based SMALLIFY Lab for Teams provides fast results on key organizational objectives. The Lab provides a structured and facilitated rapid innovation method and process, with tools and coaching, to help teams achieve critical internal or external (customer-facing) goals within 30 to 90 days (e.g., process improvement, standard operating procedures, new services or policies, etc.). The Lab moves teams through: (1) problem definition; (2) customer discovery; (3) concept solutions; (4) rapid prototyping; (5) experimentation, feedback, and iteration (piloting solutions); and (6) stakeholder engagement and action planning for scale. The SMALLIFY Lab for Teams has helped hundreds of organizations (including Fortune 100 companies, major cities and states, philanthropic and cross-sector collaboratives) achieve results on their key priorities. The Lab develops leadership and innovation skills, tools and mindsets of team members and strengthens team dynamics and relationships in an accelerated, supportive and accountable environment.

SMALLIFY

Sample SMALLIFY Lab for Teams (Get Stuff Done Lab)

January March

Select Launch Discover Prototype Pilot Learn (Repeat/Scale)

Approach:

- Key Objective and Key Results (OKRs) Identified
- Core Project Team Selected
- Facilitated Lab Sessions and Coaching
- Project or Phase of Project Completed
- Springboard Event for Lessons Learned
- Project Evaluation
- Launch of Next Project Phase (as applicable)



2. Other SMALLIFY Professional Learning Programs:

- **SMALLIFY Lab: How to Be a Trusted Advisor Part I (Communication Styles and Influence).** This hands-on, learn-by-doing lab empowers participants with a set of skills, tools and practices to build trust and influence for change management and situational leadership.
- **SMALLIFY Lab: How to be a Trusted Advisor Part II (Transformation Through Conflict).** This session focuses on developing skills, tools and mindsets of participants to engage in conflict thoughtfully, achieve constructive outcomes, and maintain relationships.
- **SMALLIFY Lab: How to Be a Trusted Advisor Part III (Negotiation Made Simple)**. This hands-on session focuses on how to apply effective negotiation skills to achieve desired outcomes and preserve relationships.
- **SMALLIFY Lab: The Growth Mindset:** Participants learn how to tap deeper into their growth mindsets and to empower their teams and organizations to adopt growth mindsets in challenging and opportunistic times.
- **SMALLIFY Lab: Small Bets That Matter (Objectives and Key Results).** Participants learn how to use collaborative goal-setting and action planning methods to ensure fast, measurable results on key team or organizational priorities.
- **SMALLIFY Lab: Futures Thinking.** Participants learn how to identify signals of the future and major changes that may occur in the next 5, 10 or more years in the workplace or in society.
- **SMALLIFY Lab: Effective Meetings in Remote and Hybrid (Remote and In-Person) Environments.** Participants learn how to run effective and productive meetings in any environment that are engaging, high-impact, and efficient with clear outcomes and action plans.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-16

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with the University of California, Davis Center for Integrated Computing and STEM Education Professional Learning and Support

ITEM DESCRIPTION: Included in the Board binders is an agreement with the University of California, Davis, Center for Integrated Computing and STEM Education Professional Learning and Support for professional learning capacity of the African American Academic Acceleration (A4) Math Camp summer instructional staff for summer 2024. The A4 Math Camp summer program is a coding and robotics boot camp focused on teaching fractions concepts to fifth and sixth-grade students one or more grade levels below in their math i-Ready assessment.

FINANCIAL SUMMARY: Sufficient funds in the amount of $23,600 are available in the 2023/24 African American Academic Acceleration General and Expanded Learning Opportunities Program Budgets.

PREPARED BY: Domino Chumrley-Birch

DIVISION: Diversity, Equity, and Inclusion
PHONE NUMBER: (559) 457-3957

CABINET APPROVAL: Carlos Castillo
Chief Officer of Diversity, Equity, and Inclusion

Carlos Castillo (Nov 22, 2023 07:50 PST)

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

32231
Vendor Number

Regents of the Univiersity of California, UC Davis C-STEM Center **Vendor Name**	One Shields Avenue, University of California Davis, Cavis CA 95616 ***Address***
(530) 752-9082 ***Phone Number***	Dr. Harry Cheng ***Vendor Contact***
From: 12/11/2023 **Term (Duration)**	**Through:** 6/30/2024
FUSD Contract Administrator: Lisa Mitchell *Name*	African American Academic Acce (559) 457-3728 *Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 060-2600-0755-1983-1000-5899

Annual Cost $ 23,600.00 (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:

The proposed project will conduct a pilot implementation of the C-STEM Program at Fresno USD in 2023-2024. A4 in collaboration with C-STEM will recruit 20 STEM teachers to participate in 4-day C-STEM professional development on Introduction to Teaching Computer Science starting in Fall 2023. C-STEM will provide on-going support for the integration of the C-STEM Math-ICT curriculum with computing and robotics into their formal and expanded learning during the academic year. These experienced C-STEM teachers will conduct C-STEM Robotics-Math Summer Camps for 200 African-American students in grades 5-6 for three weeks in Summer 2024.

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:** 12/06/23 ***Will this contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**	Carlos Castillo (Nov 28, 2023 16:45 PST)	Nov 28, 2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		Nov 30, 2023
	Signed	*Date*
Reviewed & approved by **Department Head**	Lisa Mitchell	11/7/2023
	Signed	*Date*

Please return signed agreement back to (name/email) : Gloria Jenkins/gloria.jenkins@fresnounif

Revised 2/23/23

Integrating UC Davis C-STEM Program into African American Academic Acceleration (A4) at Fresno USD

Scope of Work
(Professional Development and Support)

Dr. Harry Cheng, C-STEM Center Director and Professor
UC Davis Center for Integrated Computing and STEM Education (C-STEM)
2132 Bainer Hall
One Shields Avenue
University of California, Davis
Davis, CA 95616
530-752-9082

Summary
This document provides the scope of work for integrating the UC Davis C-STEM Program into African American Academic Acceleration (4A) at Fresno Unified School District.

UC Davis C-STEM Program
The UC Davis Center for Integrated Computing and STEM Education (C-STEM) develops educational computing and robotics technology, curriculum, and pedagogical strategies, and provides professional development and support for STEM teachers, even those without any prior coding and robotics experience, to integrate hands-on computing and robotics into their classroom teaching math, CS, and STEAM. C-STEM is a UC Approved Educational Preparation Program for undergraduate admission for all University of California campuses. C-STEM provides professional development for teachers with Computer Science Supplementary Teaching Credential Authorization credits in partnership with UC Riverside Extension.

The rigorous C-STEM Math-ICT Curriculum provides K-12 students with 13 years of integrated learning of math and computer science. The engaging hands-on computing and robotics activities help students make meaningful connections between abstract math concepts and real-life applications. The C-STEM Math-ICT Curriculum has been under active development for more than a decade. The Common Core compliant math curriculum from kindergarten math all the way to Algebra 2 is aligned with math textbooks used in Fresno USD. It can be used as either supplementary or first instruction along with existing math textbooks. The K-12 CS Standards compliant curriculum in the C-STEM Math-ICT Pathway contains various CS and STEAM elective courses at each grade level from kindergarten to 12th grade. Students can get started with C-STEM math and CS courses at any grade level. All C-STEM high school courses are UCOP pre-approved with A-G credit to fulfill admission requirements for the UC and California State University systems.

The C-STEM Robotics-Math Camps focus on the cognitive and socio-emotional aspects of learning, alleviate some of the distress caused by the pandemic, and bring fun back to learning.

They empower K-12 students for accelerated and deeper math learning through robotics projects and the solution of real-world problems using math concepts, and at the same time provide students with recreational and teamwork opportunities with peer-mentoring.

Scope of Work

The proposed project will conduct a pilot implementation of the C-STEM Program at Fresno USD in 2023-2024. A4 in collaboration with C-STEM will recruit 20 STEM teachers to participate in 4-day C-STEM professional development on "Introduction to Teaching Computer Science" starting in Fall 2023. C-STEM will provide on-going support for the integration of the C-STEM Math-ICT curriculum with computing and robotics into their formal and expanded learning during the academic year. These experienced C-STEM teachers will conduct C-STEM Robotics-Math Summer Camps for 200 African-American students in grades 5-6 for three weeks in Summer 2024.

Date of Service

December 11, 2023-June 30, 2024.

Cost

The cost proposal below includes PD and C-STEM Subscription costs. A separate scope of work from C-STEM's industry partner, Barobo, Inc., includes a budget with the hardware, software, and curriculum costs.

Item	Quantity	Description	Unit Cost	Total
Professional Learning	20 Teachers	4 days, On-Site, Professional Learning- Course 1-Introduction to Teaching Computer Science (30 Hours) for up to 20 participants.	$600	$12,000
On-Site PD Travel for Instructor	4 days	Travel Costs for Professional Learning Instructor	$400	$1600
C-STEM Subscription	10 Schools	C-STEM Annual Subscription, 2 Participating Teachers per School Site	$1000	$10,000
				$23,600

UC Davis Agreement # _____

C-STEM
PARTICIPATION AGREEMENT
(Fresno Unified School District**)**

This participation agreement ("Agreement") is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its UC Davis Center for Integrated Computing and STEM Education ("C-STEM or The C-STEM Center"), and FRESNO UNIFIED SCHOOL DISTRICT "District", collectively, the "parties".

WITNESSETH:

WHEREAS, The C-STEM Center has established a comprehensive program and curricula for computing and STEM education (the "C-STEM Program") and supports a network of school districts, colleges, universities, and private sector collaborators (the "C-STEM Network"); and

WHEREAS, District desires to implement the C-STEM Program in order to provide its students specialized training in science, technology, engineering, and mathematics (STEM) subjects, which consists of various curricular programs (the "C-STEM Curricular Program(s)"); and

WHEREAS, District shall have access to all C-STEM Program curricula and annual updates as well as access to the C-STEM electronic communication network, online systematic assessment and evaluation, online on-going training, online program support and additional benefits; and

WHEREAS, the parties desire to work together to maximize the benefit of the C-STEM Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the C-STEM Program.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide District with access to the C-STEM Curricular Program according to the following terms and conditions.

2. Term. The term of this Agreement shall begin as of the date last signed below continuing through July 31, 2024.

3. Application and Information. District's application forms showing participating schools, contact information and dollar amounts are attached as Exhibit A and are by this reference made a part hereof. District represents that the information contained in the application remains accurate as of the date of this Agreement. In the event that District elects to have additional schools or sites added, or elects to make other material changes such as adding additional C-STEM Curricular Programs, District must first complete the necessary data entry and/or information reasonably required by the C-STEM Center, followed by an amendment signed by the parties.

4. C-STEM Requirements for Implementation. District agrees to implement the C-STEM Program according to the program and implementation requirements established by the C-STEM Center ("C-STEM Program Requirements" or "Program Requirements" attached hereto as Exhibit

B and made a part hereof), which shall include, but not be limited to, Program Requirements governing participation fees, sequencing, courses, training, certification or maintenance of program standards, and other aspects of a successful implementation of the C-STEM Program and C-STEM courses by participating entities. Program Requirements are available on the C-STEM Center website and may be modified from time to time by the C-STEM Center in its sole discretion. Should participation fees be modified, C-STEM will give District thirty (30) days' notice of such modification before such fee will be imposed on District.

5. C-STEM Curricular Program. District agrees to follow the C-STEM curricula and to meet C-STEM quality standards and practices including any concurrent student course requirements as reasonably established by the C-STEM Center for students to be successful in the C-STEM Program. C- STEM Elementary School, Middle School and High School Curricular Programs, including concepts and objectives, must be taught in its entirety without interruption or any unauthorized modification. The C-STEM Supplementary Implementation Curricular Program allows schools more flexibility in implementation but has added restrictions which prevents schools from classifying themselves as a C-STEM School or classifying the course as a C-STEM A- G course. Additional information is found in the Program Requirements.

6. C-STEM Software. The C-STEM curricula are supported by proprietary C-STEM software including electronic documents and programs that align with the C-STEM curricula. Districts must install and allow students' access to required C-STEM Center software during the term of this agreement. The term for the right to use C-STEM software is the then-current academic year of this Agreement, after which District must cease the use of the C-STEM Software unless this Agreement is renewed for additional terms. District agrees to maintain reasonable security measures to protect the C-STEM Software, and to prohibit its unlawful use. When not in actual use, District agrees to secure the C- STEM Software. District agrees to accept all risk and liability for use of C-STEM Software programs.

7. Third Party Software. The C-STEM curricula are supported by certain third party software programs (Third Party Software) that align with the C-STEM curricula to provide students with rigorous and relevant application of skills. District must obtain or purchase annual or other available rights to Third Party Software programs which are integrated into the C-STEM Program courses in that academic year. These rights may be subject to limitations established by the owner of the Third Party Software, which may include school or site restrictions, as outlined in the Program Requirements. If the right to use the Third Party Software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which District must cease the use of the Third Party Software unless this Agreement is renewed for additional terms. All Third Party Software shall be subject to the standard end-user license agreement from the Third Party Software vendor, a copy of which is included with the Third Party Software, and copyright for each Third Party Software package remains with its owner and is protected by applicable copyright law. District agrees to maintain reasonable security measures to protect the Third Party Software, and to prohibit its unlawful use. When not in actual use, District agrees to secure the Third Party Software. District agrees to accept all risk and liability for use of such third party Third Party Software

programs. Additional information is found in the Program Requirements.

8. C-STEM Curricular Program Annual Participation Fee. Upon payment of an annual participation fee for each school or site participating in the C-STEM Program in the amount of $1,000 per elementary school, $1,000 per middle school, or $1,000 per high school for a total amount of $10,000 by District to C-STEM, District will have access to the C-STEM Curricular Program. District will access the C-STEM Curricular Program through its website at http://c-stem.ucdavis.edu/. The participation fee(s) shall be due and payable in the amount of $10,000 no later than August 31st during the term hereof. Correspondence or inquiries regarding payment should be directed to the following addresses: C-STEM Center Finance Officer, One Shields Avenue, 2132 Bainer Hall, MAE Dept., Davis, CA 95616. Email: orders@c-stem.ucdavis.edu Telephone: (530) 752-9082. Current participation fees are set forth in the Program Requirements. The participation fee covers program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments. A full list can be found in the Program Requirements. The C-STEM Center may adjust any participation fees on an annual basis in the sole discretion of the C-STEM Center, provided, however, that the C- STEM Center shall provide notice no later than March 1 of each year of any such increases or decreases for the following academic year. Additional information is found in the Program Requirements.

9. Required C-STEM Teacher Training. Teachers are required to successfully complete course specific C-STEM Teacher Training for each C-STEM course they will instruct. District will select each teacher for participation in the C-STEM Teacher Training program. It is the sole responsibility of District to ensure that every teacher meets all Federal, State and local requirements to teach each respective C-STEM course. District shall register each teacher being selected for training and teaching with the C-STEM Center by the date required under the Program Requirements. The C-STEM Center reserves the right to accept or reject any training or teaching candidate. Additional information is found in the Program Requirements.

9.1. C-STEM Conference and C-STEM Symposium. The annual C-STEM Conference and C-STEM Symposium are a professional development conference for school counselors, post-secondary advisers, principals, teachers and school/district/county administration to learn more about the C-STEM Program as well as why and how they should encourage students to enroll in the C-STEM Program. C-STEM Center and its Affiliates provide C-STEM Teacher/Counselor/ Administrator Training annually, in the form of the annual C-STEM Conference and C-STEM Symposium. It is strongly encouraged to have teachers/advisers/counselors/administrators to attend a C-STEM Conference or C-STEM Symposium at least once per year. The Entity will permit the attendance of appropriate teachers/advisers/counselors and shall pay all fees and expenses in conjunction with this C-STEM Conference and/or C-STEM Symposium.

10. Liability. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

11. University Insurance. University warrants that it shall maintain, during the term hereof, a program of self-insurance combining the coverages and minimum limits described in the following subsections. University to notify District at least thirty (30) days prior to and policy modification, change, or cancellation.

11.1. General Liability Insurance.

Per Occurrence	$1,000,000
General Aggregate	$2,000,000

11.2. Workers' Compensation. University shall maintain workers' compensation insurance as required by California law.

12. District Insurance. District warrants that it shall maintain, during the term hereof, a program of commercial general liability insurance or self-insurance combining the coverages and minimum limits described in the following subsection. District to notify University at least thirty (30) days prior to cancellation.

12.1. Commercial General Liability Insurance.

Per Occurrence	$1,000,000
General Aggregate	$2,000,000

12.2. Workers' Compensation. District shall maintain workers' compensation insurance as required by California law.

13. Equipment Used in the C-STEM Program.

13.1. Equipment. The C-STEM Purchasing guide includes details on equipment, supplies and other items (collectively referred to as "equipment" in this Agreement) that are required to implement the C-STEM Program. To ensure that District's school or site facilities properly support the C-STEM Program, and to provide special purchase or license agreements and other costs savings practices negotiated by the C-STEM Center, in some instances it is required that specific equipment (including Third Party Software) be used due to curricular requirements. Unless specific equipment is required by the C-STEM Center, District may implement the C-STEM Program using equipment purchased from vendors not listed in the C-STEM Purchasing guide, provided such equipment meets or exceeds program specifications and adequately supports the C- STEM Program. The District shall be responsible for ensuring that equipment will meet or exceed Program Requirements and adequately support the C-STEM Program. Additional information is found in the Program Requirements.

13.2 Safety. District is solely responsible for the safe and proper implementation of the C-STEM Program at its sites and schools. District hereby covenants and agrees that any facility used to teach the C-STEM Program shall be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used thereon shall at all times comply with applicable standards and/or customary practices relating to safety and reasonable use. District shall be solely responsible for providing its teachers with appropriate safety training relating to the implementation of the C-STEM Program.

14. Assessment and Evaluation of Results. The C-STEM Center assists and supports participating entities and the quality of the C-STEM Program through studying and evaluating the effectiveness of the C-STEM Program on an ongoing basis in order to update instructional, curricular

and assessment materials and otherwise improve the instruction that C-STEM participating entities provide to students. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools on behalf of entities during their participation in the C-STEM Program. The C-STEM Center's ongoing studies review longitudinal student achievement data. The C-STEM Center retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of District, a copy of the data will be returned to District prior to destruction. In support of these efforts, District acknowledges its participation annually in the C-STEM systematic assessment and evaluation process when District uses the C-STEM Elementary School, C-STEM Middle School, and/or C-STEM High School Programs. The C-STEM Center will provide, and District will annually participate in, the C-STEM online systematic assessment and evaluation process conducted by the C-STEM Center and/or its designated representatives, which includes online teacher registration, online student rostering/ registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by the C-STEM Center. District and the C-STEM Center acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared and maintained for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable laws, including FERPA. Notwithstanding any language to the contrary, C-STEM may publish results from assessments and surveys in aggregate provided no personally identifiable data is included. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest in accessing this data and re-disclosure of any personally identifiable information will be done in limited instances only, and only as allowed by, and consistent with, applicable laws. District shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

15. Delivery of Materials and Communication. In order to facilitate the delivery of the C-STEM curricula and other C-STEM Program materials to District, and to facilitate communication for the C-STEM Network, the C-STEM Center will use various internet applications and systems. The C-STEM Center shall determine which systems and applications will be used, in its sole discretion, and will implement reasonable security measures to safeguard sensitive data. Schools will implement appropriate measures to facilitate communication with these applications and systems. Additional information is found in the Program Requirements.

16. Use of C-STEM's Marks. District shall not use the name or mark of the UC Davis C- STEM Center in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the UC Davis C-STEM Center. District acknowledges that the C-STEM Center retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to in this Agreement as "materials").

17. License.

17.1. Non-exclusive. The C-STEM Center grants to District a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or

electronic materials developed and/or used in connection with the C-STEM Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing C-STEM instruction, and appropriate training for authorized teachers. Any other use, reproduction, disclosure or distribution of such materials, including but not limited to commercial use, shall be strictly prohibited.

17.2. Program Identification. The C-STEM Center**,** C-STEM, the C-STEM graphics, and other marks used in the C-STEM Program are service/trademarks of the C-STEM Center. During the term of this Agreement, District shall use the appropriate logos, marks and other identifying materials on all C-STEM Program materials and communications with teachers, students, officials and community constituents. The C-STEM Center will supply District with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the C-STEM Program. Upon termination of this Agreement, District shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the C-STEM Program without the prior written consent of the C-STEM Center. All press releases and other public pronouncements involving the C-STEM Program shall be subject to the advance approval of the C-STEM Center through the C-STEM Center's designated representative. District agrees to reasonably promote and publicize the C-STEM Program in order to encourage student participation and to retain its distinct character.

17.3. C-STEM Educator Certification. Teachers certify as a UC Davis C-STEM Certified Educator with attendance and completion of an official C-STEM Professional Development including UC Davis C-STEM On-Site Professional Development, UC Davis C-STEM 2-Day Workshop, UC Davis C-STEM Summer Workshop, UC Davis C-STEM Summer Institute, UC Davis C-STEM Summer Academy, UC Davis C-STEM Summer Boot Camp, or C-STEM Camps for Accelerated Math Learning, or other C-STEM professional development sessions. Teachers utilize the C-STEM Subscription and implement the C-STEM Curriculum as their primary curriculum or supplementary curriculum in their class, afterschool program, or summer program.

17.4. C-STEM School Certification. Schools and entities can be certified as a C-STEM Certified School with five or more C-STEM Certified Educators.

17.5. C-STEM District Certification. Districts can be certified as a C-STEM Certified District with having at least 50% of their schools certified as a C-STEM Certified School.

17.6. Termination. The license granted hereunder shall cease upon the earliest to occur of: (i) the termination of this Agreement; or (ii) the C-STEM Center providing sixty (60) days written notice to District of its election to revoke the license. Upon termination of the license all material shall cease to be used and, at the election of the C-STEM Center, all C-STEM software, including electronic documents and programs, shall be uninstalled from all District computers, and in no event later than fifteen (15) days after the effective date of termination.

18. Representations and Warranties of District. District hereby makes the following representations and warranties: (a) This Agreement has been duly approved by the governing authority of District, and the person executing this Agreement on behalf of District has been duly authorized to so act by such District; (b) This Agreement is a legally binding agreement whose rights and obligations run only between District and the C-STEM Center and District's execution of this Agreement does not create rights in any other party; and (c) The terms of this Agreement do not violate or conflict with District's charter or any other of its rules of governance, the laws of District's

State or any subdivision thereof, or any other agreement to which District is a party.

19. Default.

19.1 Material Breach and Cure Period. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

19.2 Non-payment or Failure to Implement Program. If District fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the C- STEM Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of the C-STEM Center. In the event that District implements one or more courses, but fails to timely and properly implement the courses required for District's C-STEM Curricular Program(s), then, this Agreement may immediately terminate, at the option of the C-STEM Center.

19.3 Other Remedies. In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

20. Protection of Intellectual Property. District agrees to adhere to any and all restrictions in connection with equipment, C-STEM Software, Third Party Software and other intellectual property use agreements between the C- STEM Center and Third Party Software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by the C-STEM Center or the owner of the intellectual property. Upon termination of this Agreement, District shall discontinue use of all Third Party Software or other intellectual property provided to them pursuant to this Agreement or through special agreements relating to District's participation in the C-STEM Program. The C-STEM Center assumes no liability for the non-performance of the Third Party Software or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the Third Party Software or other intellectual property. District agrees that if it materially breaches these restrictions, its right to use such Third Party Software or other intellectual property will be terminated and all Third Party Software or other intellectual property shall be immediately returned to the C-STEM Center or the owner. District shall solely be responsible for any remedies sought by the owner relating to District's breach of these provisions, and the C-STEM Center shall not be liable in any way for such breach.

21. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

23. Assignment. District is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party without the prior written consent of the C-STEM Center. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be a material breach of this Agreement, which shall allow the C-STEM Center to terminate this Agreement.

24. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.

25. Notice. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY
Business & Revenue Contracts
University of California, Davis
One Shields Avenue
Davis, CA 95616

DISTRICT
Fresno Unified School District
Attn: Patrick Jensen
748 South 10th Street
Fresno, CA
Patrick.jensen@fresnounified.org

And to:

C-STEM Center Finance Officer
One Shields Avenue
2132 Bainer Hall
MAE Dept.
Davis, CA 95616
Email: orders@c-stem.ucdavis.edu
Telephone: (530) 752-9082

26. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

27. Governing Law. This agreement shall be construed pursuant to California law.

28. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have each executed this Agreement on the dates indicated below.

AGREED:

FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Name: Patrick Jensen

Title: Fresno Unified School District, Chief Financial Officer

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Steven Kobayashi

Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University of California, ou=Procurement & Contracting Services, email=stkobayashi@ucdavis.edu, c=US
Date: 2023.11.27 16:24:35 -08'00'

By: _____

Steven Kobayashi, Associate Director
Procurement & Contracting Services
UC Davis

Date: November 27, 2023

Approved As To Form

Nov 30, 2023

Stacey Sandoval, Executive Director
Risk Management

Exhibit B

C-STEM CENTER AGREEMENT PROGRAM REQUIREMENTS

*This document and the **C-STEM** Agreement each contain legally binding obligations for participating entities. In order for a full understanding of the C-STEM program requirements, the two documents must be reviewed together.*

Entities are required to consult with their state education departments and **C-STEM** state teams to ensure that they understand and follow important factors and implications in their states, which include funding requirements and opportunities, and state department of education guidelines.

I. DEFINITIONS

Entity: There are various types of organizations that implement the **C-STEM** Program. In order to encompass all of these various types, we are using the term "Entity or entity," which includes districts, participating schools, or other organizations that are authorized to enter into the C-STEM Agreement with the C-STEM Center.

Requirement: A Requirement must be followed when implementing the **C-STEM** Program. Unless an entity is provided with a waiver from a Requirement, the Entity is responsible for implementing the Requirement into its **C-STEM** Program.

C-STEM Curricular Programs:

- ☐ C-STEM School --- Elementary School
- ☐ C-STEM School --- Middle School
- ☐ C-STEM School --- High School
- ☐ Supplementary Implementation

II. C-STEM SCHOOL --- ELEMENTARY SCHOOL

C-STEM Elementary Schools implement C-STEM Common Core State Standards aligned mathematics and Computer Science/STEAM courses that prepare students for secondary STEAM subjects and STEAM experiences.

The Entity must offer its students a minimum of one **C-STEM** course from the date that it commences the curricular program. In subsequent years, schools should develop a plan to offer both mathematics courses and one or more of the Computer Science/STEAM courses. These courses are:

Mathematics Courses:

- ☐ Mathematics with Robotics Kindergarten
- ☐ Mathematics with Robotics Grade 1
- ☐ Mathematics with Robotics Grade 2
- ☐ Mathematics with Robotics Grade 3
- ☐ Mathematics with Robotics Grade 4
- ☐ Mathematics with Robotics Grade 5

- Mathematics with Robotics Grade 5

Computer Science and STEAM Courses:
- CS and STEAM with Robotics Kindergarten
- CS and STEAM with Robotics Grade 1
- CS and STEAM with Robotics Grade 2
- CS and STEAM with Robotics Grade 3
- CS and STEAM with Robotics Grade 4
- CS and STEAM with Robotics Grade 5
- CS and STEAM with Robotics Grade 6

III. C-STEM SCHOOL --- MIDDLE SCHOOL

C-STEM Middle Schools implement C-STEM Common Core State Standards aligned mathematics and CTE courses that prepare students for college STEM majors, or post-secondary STEM experiences. The following are the minimum implementation requirements:

The Entity must offer its students a minimum of one **C-STEM** course from the date that it commences the curricular program. In subsequent years, schools should develop a plan to offer both mathematics courses and one or more of the CTE courses. These courses are:

Mathematics Courses:
- Math 7 with Computing (M7C)
- Math 8 with Computing (M8C)

CTE Courses:
- Computer Programming with Ch (CPCH)
- Robotics and Film Production (RFP)

Among other factors, it is particularly important that Entities check with their state education departments to determine state-level minimum course requirements which may be higher.

All **C-STEM Middle School** courses require satisfactory prior completion of appropriate grade level math courses. Grade level courses should be those that support a student's requirements towards matriculation.

The most recent version of the curricula for each **C-STEM** course must be used.

All **C-STEM Middle School** courses are designed as year-long courses on a standard 45-50 minute schedule. Schools may use alternative schedules, such as alternating block, as long as the course is implemented in its entirety.

The Entity will determine the sequence of **C-STEM** courses for implementation.

IV. C-STEM SCHOOL --- HIGH SCHOOL

C-STEM High Schools implement C-STEM Common Core State Standards aligned mathematics and CTE courses that prepare students for college STEM majors, or post-secondary STEM experiences. The following are the minimum implementation requirements:

The Entity must offer its students a minimum of one **C-STEM** course from the date that it commences the curricular program. In subsequent years, schools should develop a plan to offer both mathematics courses and one or more of the CTE courses. These courses are:

Mathematics Courses:

- Integrated Mathematics 1 with Computing (IM1C)*
- Integrated Mathematics 1 with Computing and Robotics (IM1CR)*
- Integrated Mathematics 1 with Computing and Robotics Honors (IM1HCR)*
- Integrated Mathematics 2 with Computing and Robotics (IM2CR)**
- Integrated Mathematics 2 with Computing and Robotics Honors (IM2HCR)*
- Integrated Mathematics 3 with Computing and Robotics (IM3CR)**
- Algebra 1 with Computing (Alg1C)*
- Algebra 1 with Computing and Robotics (Alg1CR)*
- Algebra 1 with Computing and Robotics Honors (Alg1HCR)*
- Geometry with Computing and Robotics (GeoCR)**
- Geometry with Computing and Robotics Honors (GeoHCR)*
- Algebra 2 with Computing and Robotics (Alg2CR)**

Science Courses:

- Computing with Robotics*
- Physical Computing with Arduino*
- Physical Computing with Pi and Arduino*

CTE Courses:

- Computer Programming for Solving Applied Problems (CPAP)*
- Computing with Robotics (CR) *
- Computer Programming with C for Arduino**
- AP Computer Science Principles with Robotics (APCSPR)**
- Principals and Design of Cyber Physical Systems (PDCPS)**

*A-G Approved for UC/CSU undergraduate admission
** Course will be available for Pilot Adoption

Among other factors, it is particularly important that Entities check with their state education departments to determine state-level minimum course requirements which may be higher.

All **C-STEM** courses require concurrent enrollment in (or satisfactory prior completion of) appropriate grade level math courses. Grade level courses should be those that support a student's requirements towards matriculation.

The most recent version of the curricula for each **C-STEM** course must be used.

All **C-STEM** courses are designed as year-long or semester courses on a standard 45-50 minute schedule. For schools using alternative scheduling formats, for example, double period or block scheduling, these courses can be completed in an abbreviated time period as long as the course is completed in its entirety.

The Entity will determine the sequence of **C-STEM** courses for implementation.

V. C-STEM Site with Supplementary Implementation

C-STEM Supplementary Implementation allows schools the flexibility of implementing C-STEM Mathematics or CTE curriculum in precise modules rather than its entirety. This includes, but is not limited to, implementing the C-STEM Mathematics curriculum in a supplemental math course that is meant to support students' current math content goals by offering an alternative presentation and viewpoint of identical material, or implementing the C-STEM CTE curriculum in a supplemental elective course or in an after school setting.

While this type of implementation allows schools a greater flexibility to address their specific student population needs, schools implementing this may not apply A-G status to these courses as their implementation does not align with UC A-G requirements.

VI. C-STEM PROGRAM QUALITY

C-STEM Program Quality is an important part of any implementation. Following Program Quality guidelines not only ensures that the program has demonstrated fidelity of implementation, but also fosters an environment of continuous improvement in student outcomes. The Entity must follow Program Quality guidelines, and complete the **C-STEM** Program Certification process individually for each school curricular program. To achieve **C-STEM** Program Certification, entities must execute all required elements of the **C-STEM** Agreement and Program Requirements, in accordance with the C-STEM Program Certification Process.

The C-STEM Center encourages collaboration and networking. The Entity will make its participating schools or sites available for observation by other participating entities and exchange information concerning the **C-STEM** Program with other participating entities.

VII. C-STEM Educator Certification

C-STEM Educator Certification. Teachers certify as a UC Davis C-STEM Certified Educator with attendance and completion of an official C-STEM Professional Development including UC Davis C-STEM On-Site Professional Development, UC Davis C-STEM 2-Day Workshop, UC Davis C-STEM Distance Learning Workshop, UC Davis C-STEM Summer Workshop, UC Davis C-STEM Summer Institute, UC Davis C-STEM Summer Academy, UC Davis C-STEM Summer Boot Camp, or C-STEM Camps for Accelerated Math Learning. Teachers utilize the C-STEM Subscription and implement the C-STEM Curriculum as their primary curriculum or supplementary curriculum in their class, afterschool program, or summer program.

VIII. C-STEM School Certification

Schools and entities certify as a C-STEM Certified School with five or more C-STEM Certified Educators.

IX. C-STEM District Certification

Districts certify as a C-STEM Certified District with having at least 50% of their schools certified as a C-STEM Certified School.

X. PARTICIPATION FEES

As stated in the **C-STEM** Agreement with additional detail, an annual participation fee is assessed for each C-STEM school or site participating in a **C-STEM** Curricular Program. The fees per school or site, or division in a college are as follows:

Elementary Schools (K-6)	$1,000
Middle Schools (K-8, 6-8)	$1,000
High Schools (k-12, 6-12, 9-12)	$1,000
College Level	$1,000

The participation fee covers program support features including, but not limited to:

- School and technical support
- Student recognition and scholarship opportunities
- Networking opportunities through the **C-STEM** network
- Post-secondary opportunities, such as preferential admissions
- Opportunities to interact with **C-STEM** corporate partners
- Best practice sharing
- Expanded teacher pipeline

Single sign-on access to a suite of support applications, including but not limited to:

- End of Course Assessments
- Teacher Professional Learning Communities
- Reporting tools
- Registration and rostering system
- Score reporting tool

Participation fees are due no later than one month after signing the agreement each year. If an Entity does not pay the participation fees by the due date, it may have interrupted access to the program support features or support applications made available by the C-STEM Center.

XI. TEACHER TRAINING

C-STEM Teacher Training is designed to provide educators with the opportunity to increase their depth of content knowledge, skills, and pedagogy related to specific **C-STEM** course, unit, or module instruction. The professional development model is structured to empower teachers by focusing on proper preparation, in- depth training, and continuing education.

Training Schema:

- For C-STEM courses, a Master Teacher who is trained by the C-STEM Center will provide training to teachers.
- Districts who are implementing C-STEM courses are encouraged to ensure that there are multiple Master teachers in their district who can provide training.

Teacher Selection:

Teachers instructing a **C-STEM** course, unit, or module should have as a minimum a Bachelor's Degree, and be in compliance with applicable state teacher licensure or certification requirements. Teachers of C-STEM CTE curriculum will benefit from prior experience teaching STEM courses or working experience in a STEM field. Prior knowledge of computer programming or robotics is helpful but not required. The C-STEM Center reserves the right to accept or reject teacher candidates for training, and has the ultimate discretion to determine a teacher's successful completion of training.

*__C-STEM__ teacher training is one qualification for eligibility to teach **C-STEM** courses, units or modules. Individuals seeking to teach **C-STEM** Curricular Programs are advised to understand state requirements for teaching these programs.

Training:

- The Entity must require all teachers to successfully complete course, unit, or module specific training prior to teaching a **C-STEM** course, unit, or module to their students.
- The Entity shall be responsible for all fees and expenses associated with training, including costs as determined by the agreement governing such teacher.
- The Entity shall register teachers through the C-STEM Center systems for training. In the event the training is not offered (or is full), or a scheduling conflict exists, the Entity will contact the C-STEM Center.
- In the event a participating school or site of the Entity loses a teacher during the academic year, the Entity should contact the C-STEM Center. The C-STEM Center will work with the Entity to create a Professional Development Plan to support the teacher until the next available training session.

Ongoing Training:

- All trained teachers must be properly trained in and teaching the latest version of the **C-STEM** course, unit or module.
- All **C-STEM** Program revisions will be released with ongoing training focused on updates for that **C-STEM** course, unit or module. All trained teachers must complete ongoing training for **C-STEM** Program updates through one of the following options:
    - Refresher course: the C-STEM Center will provide reduced training for previously trained teachers to update them on new or modified curricula. The Entity shall be responsible for all fees and expenses associated with training.
    - Repeat of training: the C-STEM Center permits previously trained teachers to repeat training. The Entity shall be responsible for all fees and expenses associated with training.

Update Training:

- The C-STEM Center encourages all trained teachers to participate in update training: on-site professional development opportunities offered through the **C-STEM** Affiliate network.
- **C-STEM** Affiliates, as deemed appropriate and necessary, will provide on-site, update

training. The Entity will be responsible for all fees and expenses associated with on- site training.

XII. OTHER SCHOOL SUPPORT

The annual **C-STEM** Conference and C-STEM Symposium are a professional development conference for school counselors, post-secondary advisors, principals, teachers and school/district/county administration to learn more about the **C-STEM** Program as well as why and how they should encourage students to enroll in the **C-STEM** Program.

C-STEM Conference and C-STEM Symposium:

- **C-**STEM Center and its Affiliates provide **C-STEM** Teacher/Counselor/Administrator Training annually, in the form of the annual C-STEM Conference.
- It is strongly encouraged to have teachers/advisers/counselors/administrators to attend a C-STEM Conference or C-STEM Symposium at least once per year.
- The Entity will permit the attendance of appropriate teachers/ counselors/administrators and shall pay all fees and expenses in conjunction with this **C-STEM** Conference.

XIII. SOFTWARE AND EQUIPMENT

Teacher Equipment:

The Entity shall provide each teacher selected to participate in the **C-STEM** Teacher Training program with a laptop computer and software (each meeting the specifications established by the C-STEM Center), to be delivered to the teacher prior to attending training. The laptop must be able to support the software required by the curricular program over time. The laptop computer and software will be used in the **C-STEM** Teacher Training program as well as throughout the instruction of the **C-STEM** Program at each participating school or site of the Entity. The laptop computer and software shall remain in the possession of and be for the sole use of the teacher as long as the teacher is teaching **C-STEM** courses, units or modules.

Prioritization of Use:

The use of the equipment and software by students participating in the **C-STEM** Program shall take precedence over all other use. No other program or activity or student internships will interfere, substitute for or reduce student contact time in connection with the **C-STEM** Program.

Classroom Equipment and Software:

As stated in the **C-STEM** Agreement, there are requirements with respect to equipment and software for use with the **C-STEM** Curricular Programs. The **C-STEM** Agreement should be reviewed closely for guidance on the requirements of all equipment to meet or exceed state specifications.

Annual software rights are subject to limitations established by the owner of the software. These should be reviewed by the Entity, and can be found within each of the software applications.

XIV. SAFETY

The C-STEM Center does not control the day-to-day implementation of the **C-STEM** Program by

the entities; safety in the delivery of the **C-STEM** Program is the sole responsibility of the entities. It is therefore important for each Entity to implement appropriate safety protocols for the implementation of the **C-STEM** Program at its participating schools and sites, including any required, recommended or appropriate training for faculty/staff, and adherence to required, recommended or appropriate safety measures and appropriate supervision of students.

XV. ASSESSMENT AND EXAMINATIONS

Each entity must administer the most current version of the End-of-Course (EoC) Assessment provided by the C-STEM Center to its students at the end of each C-STEM Mathematics and CTE Curricular Program course. The Entity shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by the C-STEM Center in its sole discretion. The Entity must administer the EoC Assessments in accordance with guidelines specified by the C-STEM Center, and any deviation from those guidelines must be preapproved and documented. The C-STEM Center shall take reasonable measures to ensure that protected student information is safeguarded and kept private in accordance with applicable law.

This requirement only applies to C-STEM Middle Schools and C-STEM High Schools. This requirement does not apply to Supplementary Implementation schools.

XVI. DATA PRIVACY AND SECURITY

The C-STEM Center works to ensure that data and other records are protected in keeping with the letter and spirit of applicable law. Education records are administered consistent with the Family Educational Records and Privacy Act ("FERPA") and other applicable laws. The C-STEM Center may also have access to other information which is not subject to these laws. The C-STEM Center implements reasonable safeguards and precautions to secure data and protect against unauthorized access to its systems and data, and generally will only share information that it collects or receives as required for administrative purposes, to further its charitable mission, or as permitted by law.

The C-STEM Center assists and supports participating entities and the quality of the **C-STEM** Program through studying and evaluating the effectiveness of the **C-STEM** Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that **C-STEM** participating entities provide to students. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools on behalf of entities during their participation in the **C-STEM** Program. The C-STEM Center retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of the Entity, a copy of the data will be returned to the Entity prior to destruction. (De-identified data may be retained in a secure area and used for historical purposes relating to the continued support of the **C-STEM** Program.) The Entity will annually participate in the **C-STEM** online systematic assessment and evaluation process conducted by the C-STEM Center and/or its designated representatives, which includes online teacher registration, online student rostering/registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by the C-STEM Center. The Entity and the C-STEM Center acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared and maintained for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable laws, including FERPA. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest (for

example, state departments of education) in accessing this data and re-disclosure of any personally identifiable information will be done in limited instances only, and only as allowed by, and consistent with, applicable laws. The Entity shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

XVII. LICENSE TO C-STEM MATERIALS

Any use or distribution of **C-STEM** materials (which includes the marks, curricula, framework, methodologies, processes, information, materials and other intellectual property owned by the C-STEM Center) is subject to the terms and limitations of the license provided to each entity in its agreement with the C-STEM Center. No participating entities may post or otherwise distribute **C-STEM** curricular and assessment materials on the internet or any extranet. The C-STEM Center has made a significant investment in curricular and assessment materials (which includes items such as the curriculum, teacher training materials, assessments, answer keys and all other such materials), as well as its framework, methodologies and processes, in order to achieve its charitable mission, and has developed these materials in accordance with rigorous standards. If **C-STEM** materials are not appropriately protected, this would compromise the integrity of these materials, increase program costs and impair the viability of the **C-STEM** Program and the C-STEM Center's charitable mission.

XVIII. MARKETING AND PUBLIC RELATIONS

The C-STEM Center recommends entities to market the **C-STEM** Program in the following ways:

- Advertise the **C-STEM** Program's existence in the school via a banner or display near the entrance of the school – this may be done through a certification banner, **C-STEM** Program general banner, or flag, which can be purchased through the C-STEM Center.
- Use the official and current logo and boiler plate language in marketing materials and press releases that include information about the **C-STEM** Program.
- Mention the school's participation in the **C-STEM** Program, along with the **C-STEM** logo, on the school or district's website.

Approved logo files and boiler plate language are available on the C-STEM web site at http://c-stem.ucdavis.edu/about-us/. Past (obsolete) **C-STEM** logos should not be used in a school or on program materials. The C-STEM Center recommends the use of C-STEM standard marketing materials that the Entity may customize for their usage. The C-STEM Center requires that any marketing or communications materials created by the Entity that include information about the C-STEM Center be submitted for prior approval. The C-STEM Center encourages entities to work with the organization to promote the **C-STEM** Program in a manner that is consistent with the national branding of the organization.

XIX. INTERNET TECHNOLOGIES AND ELECTRONIC COMMUNICATIONS

The C-STEM Center will leverage a variety of internet applications and systems to facilitate the delivery of content and curriculum to teachers and students across the entire network. The C-STEM Center shall determine these systems at its sole discretion and will ensure that proper security is provided to safeguard sensitive data. The C-STEM Center will use these systems from time to time to communicate with members of the **C-STEM** network. The Entity shall ensure that it has employed sufficiently current web browser technology to allow teachers and students to access the C-STEM Center systems. This could include emails sent from the C-STEM Center to **C-STEM** network members, notifications in various systems such as online assessment platforms

or other internet based systems. **In order to facilitate these various types of communications including email communication with schools and teachers, the Entity shall add the c-stem.ucdavis.edu domain name to safe sender or white list registers at the district, school and individual user levels.** In the case of organizations with firewalls or other filtering technology in place to support their security needs, the Entity shall make accommodations to its infrastructure to ensure that the C-STEM Center's electronic communications are received by recipients within the Entity's network. In cases where the C-STEM Center uses specific internet based systems for delivery of curriculum, assessments or other relevant content to schools, teachers and students, the Entity shall ensure annually that all programs and users are properly registered and rostered into these systems in keeping with the policies and procedures the C-STEM Center puts in place to ensure secure access to relevant information.

XX. IMPORTANT ADDITIONAL REQUIREMENTS

In the event that the Entity does not implement the **C-STEM** Program for the fall or spring semester of the academic year immediately following the date of this Agreement (for any of Entity's sites or schools registered as of the date of the agreement), or for the fall or spring semester following registration, as applicable (for any of Entity's sites or schools registered after the date of this agreement), then the Entity must notify the C-STEM Center within ten days of the commencement of the then academic year to determine a mutually agreeable new implementation schedule.

Entity agrees to support the program administratively. Currently, a key role in the process is the District Administrator (or their delegate) who at a minimum must manage the related Agreement processes and also keep contact information updated.

Thank you for your close review of these important Program Requirements, which are legally binding as part of the **C-STEM AGREEMENT**. If you have any questions, please contact the **C-STEM** Center.

UC Davis Agreement # A_____

C-STEM ON-SITE TRAINING AGREEMENT

(Fresno Unified School District)

THIS AGREEMENT (Agreement) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis Center for Integrated Computing and STEM Education (Facility) and FRESNO UNIFIED SCHOOL DISTRICT (Sponsor).

R E C I TA L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. University shall provide C-STEM professional development for K-14 teachers as more fully described in "Exhibit A", attached hereto and incorporated herein. Deliverables shall consist of a 4 Day On-Site STEM workshop that will focus on supporting teacher's understanding of the C-STEM curriculum and associated technology skills as well as how to integrate the curriculum into their classes. University will use Sponsor's name in the University newsletter and web site to create awareness and demonstrate new partnership, and to promote the partnership on closing the achievement gap in STEM education using the C-STEM program. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this Agreement shall be from the date of the last signature below through June30,2024.

4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rate of $13,600 per workshop. The total cost of services shall not exceed $13,600. University will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 45 days of Sponsor's receipt of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

   5.1. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section l83, Title 35 (l952) prior to the issuance of Letters Patent) occurring during the performance of this Agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

   5.2. Proprietary Rights Indemnity. University represents and warrants that the C-STEM curriculum shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind. University shall indemnify, defend and hold harmless Sponsor, its officers, directors, and employees, agents from and against any losses suffered by Sponsor as a result of University's breach of its warranties set forth in this paragraph. University shall defend, indemnify, and hold harmless Sponsor, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the C-STEM curriculum or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. Sponsor shall notify University in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within University's control; *provided* that Sponsor shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at Sponsor's expense. No settlement shall be made without notice to, and the prior written consent of, Sponsor.

6. Insurance and Non-Liability of University.

   6.1. Both parties shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, self-insurance or insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with the fulfillment of any of its obligations under this Agreement.

   6.2. Consequential Damages. University shall not be liable for any loss of profits, claims

against Sponsor by any third party, or consequential damages.

6.3. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

6.4. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this Agreement. Sponsor accepts all liability for risk of loss to any and all such property.

6.5. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.

7. Confidential Information. During the course of this Agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however,University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor. Further, Confidential Information does not include personally identifiable information of Sponsor's students (Student PII). It is not anticipated that University will have access to Student PII under this Agreement. Should University need access to Student PII to perform its obligations under this Agreement, the parties shall enter into a "Data Use Agreement," in compliance with the Federal Education Rights Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), prior to release of Student PII to University.

7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information

for a period of three years following termination of this Agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

7.4. Disposition of Confidential Information. Upon completion of services or termination of this Agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.

8. Disclaimer of Warranty. University makes no warranty as to results to be obtained by sponsor from the use of any services and/or facilities provided by university under this Agreement. There are no express or implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this Agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.

10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A.

11. Use of Names. Neither party shall use the name of the other in any form or manner in advertisements, reports, or other information released to the public, except as described in this Agreement, without the prior written approval of the other party. However, each party may, without seeking such written approval, make true and accurate statements of its connection with the other party regarding this Agreement and the terms hereof. Permission for use may be withdrawn at interests of its institution.

12. Termination. Either party may terminate this Agreement at any time by giving the other party 30 Calendar days advance written notice of such action.

13. Notices. Notices shall be directed to the appropriate parties at the following addresses:

13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY	SPONSOR
Paul Zhukotansky	Fresno Unified School District
Business & Revenue Contracts	Patrick Jensen
University of California, Davis	748 South 10th Street
One Shields Avenue	Fresno, CA 93702
Davis, CA 95616	559-457-3728
E-mail: pzhuk@ucdavis.edu	patrick.jensen@fresnounified.org

13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Program Manager
C-Stem Center
Telephone: (530) 752-9082
E-mail: orders@c-stem.ucdavis.edu
University of California, Davis
One Shields Ave., Davis, CA 95616

14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

15. Relationship of the Parties. The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.

16. Governing Law. This Agreement shall be construed pursuant to California law.

17. Amendment. No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

18. Severability. If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.

19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

FRESNO UNIFIED
SCHOOL DISTRICT

By:_____
Patrick Jensen, Fresno Unified School District,
Chief Financial Officer
Legal Signatory

Date:_____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Steven Kobayashi
Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University of California, ou=Procurement & Contracting Services, email=stkobayashi@ucdavis.edu, c=US
Date: 2023.11.27 16:24:02 -08'00'

Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Date: November 27, 2023

The rest of the page has been left blank intentionally.

Approved As To Form

Nov 30, 2023

Stacey Sandoval, Executive Director
Risk Management

UC DAVIS
C-STEM Center

Exhibit A Agreement# _____

Fontana Unified School District 4 Day On-Site Professional Development
Scope of Work

The UC Davis C-STEM Center will provide professional development for K-14 teachers. The majority of the cost paid to the UC Davis C-STEM Center goes towards preparation and labor we provide as well as meals, mileage and materials.

UC Davis C-STEM Center Responsibilities:

1. The UC Davis C-STEM Center will provide 1 trainers to travel to the designed site.
2. The UC Davis C-STEM Center will cover all meals and lodging for the trainer(s).
3. The trainer(s) is/are required to be onsite to help set up the training half an hour prior to the start time and stay onsite for the entire training.
4. The trainings will be 4-Day Workshop, and will focus on supporting teacher's understanding of the C-STEM curriculum and associated technology skills as well as how to integrate the curriculum into their classes.

Fresno Unified School District Responsibilities:

1. The contract party will provide a secure location for the training with all the necessary accommodations including a projector and screen, power strips and extension cords so that each participant will have access to an outlet, tables and chairs.
2. The contract party will advertise and recruit up to 20 teachers to attend each training.
3. The contract party will be in contact with the participants prior to the training to ensure that the participants download all the necessary software ahead of time through a link provided by the UC Davis C-STEM Center.
4. The participating teachers will provide their own laptops to use during the training.
5. The contract party will provide a list of the participants one week prior to the training listing the participants' names, email addresses, associated school, district, grade level taught, subject matter taught and computing experience level.
6. The contract party will pay the Facility a base cost of $12,000 (applied for each workshop), plus $1,600 additional for travel and lodging, as the location is outside an 80 mile radius of UC Davis after the training has been completed by the UCD training team.
7. The contract party will provide each teacher who is being trained with three C-STEM textbooks, one math book, one programming book, and one robot book. Each teacher will have one Linkbot or Lego Mindstorms EV3 robot for the training.

Computers, either with Windows or Mac OS X, shall be installed with Ch
Professional Edition with valid license.

Dates/Times:

The formal training for workshop will be from TBD.

Location: The workshops will be held at:

The participants will fill out a survey and assessment provided by the UC Davis trainers at the end of the training to help the UC Davis C-STEM Center's improve their training.

DISTRICT NAME Fresno Unified School District

CONTACT NAME Gloria Jenkins

CONTACT EMAIL Gloria.Jenkins@fresnounified.org

ADDRESS 748 South 10th Street, Fresno, CA 93702

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-17

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with VMA Communications

ITEM DESCRIPTION: Included in the Board binders is an agreement with VMA Communications to provide a complete and thorough review of the Fresno Unified 300-page Literacy Plan. Copy-editing services are critical for this document. These services will enhance the quality and readability of the Literacy Plan.

FINANCIAL SUMMARY: Sufficient funds in the amount of $16,500 are available in the Learning Recovery Emergency Block Grant Budget.

PREPARED BY: Tonisha Hargrove-Williams,

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

32254
Vendor Number

VMA COMMUNICATIONS INC	243 Oberlin Avenue, Claremont, CA, 91711
Vendor Name	***Address***
909-206-3504	Karen McMillen
Phone Number	***Vendor Contact***
From: 12/7/2023	**Through:** 6/30/2024
Term (Duration)	

FUSD Contract Administrator:

Tonisha Hargrove-Williams	Ed Center/Instructional Divisi	559-457-6111
Name	*Site/ Dept*	*Telephone number*

Budget *(Fund-Unit-Dept.-Activity-Function-Object)* 060-7435-0700-1110-2140-5899

Annual Cost 16500 (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:

Complete and thorough review, copy-edit and proofreading of Fresno Unified's 300-page Literacy Plan. VMA Communications will correct punctuation, grammar, spelling, usage, typos, and capitalization. They will make corrections using the MS Word Changes tool and return the edited file to electronically to Fresno Unified for review.

VMA Communications will develop a schedule that will provide copy-edited/proofed pages in batches starting with the first 50 pages so FUSD can provide early feedback on the content provided. Each batch is allotted one review to affirm that all edits have been implemented correctly and if any errors are spotted, requests for changes are allowed to be made.

This schedule will be on a bi-weekly basis to ensure the projects is completed and approved by February 19th.

VMA Communications is not responsible for any claim, loss, or injury based on errors or any others inaccuracies in the edited and designed work as per client proposal attached to this contract.

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:** 12/06/2023 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:** Tonisha Hargrove-Williams 11/20/2023
Signed *Date*

Reviewed & approved by **Cabinet Level Officer** N Bates 11/21/2023
Signed *Date*

Reviewed & approved by **Risk Management** Gloria A. S. Nov 21, 2023
Signed *Date*

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

Revised 9/20/23

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7435-0700-1110-2140-5899

District Contact Person: Tonisha Hargrove

Budget Manager Approval: _____

Contractor's Vendor Name: VMA Communications

Contractor's Contact Person: Karen McMillen

Contractor's Title: Vice President

Contractor's Telephone Number: 909-206-3504

Contractor's E-mail: Karen.McMillen@vmapr.com

Contractor's Address: 243 Oberlin Avenue, Claremont, CA, 91711

This Independent Contractor Services Agreement is made and entered into effective 12/7/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and VMA Communications ("Contractor").

1. Contractor Services. Contractor agrees to provide

Complete and thorough review, copy-edit and proofreading of Fresno Unified's 300-page Literacy Plan. VMA will correct punctuation, grammar, spelling, usage, typos, and capitalization. They will make corrections using the MS Word Track Changes tool and return the edited file electronically to Fresno Unified for review.

VMA will develop a schedule that will provide copy-edited/proofed pages in batches starting with first 50 pages so FUSD can provide early feedback on the content provided. Each batch is allotted one review to affirm that all edits have been implemented correctly and if any errors are spotted, requests for changes are allowed to be made.

This schedule will be on a bi-weekly basis to ensure the projects is completed and approved by February 19th.

VMA is not responsible for any claim, loss, or injury based on errors or any other inaccuracies in the edited and designed work as per client proposal attached to this contract.

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 12/7/2023, 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 $ per hour, not to exceed $16,500. Checks will be made payable to VMA Communications. 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 KM

   a. Lodging $ 0.00 Actual cost of single occupancy. Not to exceed $113 per night. **Receipt Required.*

   b. Meals $ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. **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): $16,500

   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 KM 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, 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 certifies Consultants 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 KM 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: VMA Communications

Name: Karen McMillen

Address:
243 Oberlin Avenue, Claremont, CA, 91711

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

VMA Communications

Karen S. McMillen

Name: Karen McMillen ***, Title:*** Vice President

11/17/23

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Nov 21, 2023

Date

Communications Project Proposal

Literacy Plan Copyedit - Fresno Unified School District

November 8, 2023

PROJECT OVERVIEW

Fresno Unified School District has completed a comprehensive Literacy Plan that needs to be copy-edited to ensure clean grammar and consistent voice throughout the document. It also needs thorough proofreading to correct spelling and punctuation errors. The Literacy Plan will be provided to VMA as a digital Word document.

PROCESS

VMA will correct punctuation, grammar, spelling, usage, typos, and capitalization. Copyediting and proofreading services do not include fact-checking. We will make corrections using the MS Word Track Changes tool and return the edited file electronically to Fresno Unified for review. Fresno Unified is responsible for accepting or rejecting changes. The document will be edited to a high standard, however, VMA cannot guarantee that the final document will be completely error-free.

VMA is not responsible for any claim, loss, or injury based on errors or any other inaccuracies in the edited and designed work.

SERVICES PROVIDED

VMA will provide all services necessary to deliver the following scope of work. If the final Literacy Plan is received at VMA by November 17, 2023, work will be complete by February 5, 2024, presuming turn-around times for reviews follow a mutually agreed upon project schedule.

SCOPE OF WORK INCLUDES

Thorough review, copy-edit, and proofreading of Fresno Unified's 300-page Literacy Plan. (Additional pages to be charged at the hourly rate, with an estimate of 3.5 pages per hour for both copy editing and proofing.) Work does not include any design or layout of the document.

FEES

$185 per hour, project estimate based on 300 pages not to exceed…….. *(Pages beyond 300 to be charged at the hourly rate in addition to the above estimate.)*	$16,500

THANK YOU!

VMA Communications, Inc.

Signature  Name/Title Valerie E. Martinez, CEO/President

(909) 447-2401

Valerie.Martinez@vmapr.com

CLIENT APPROVAL

Client Name Fresno Unified School District Date [Date]

Signature _____ Print Name _____

Provisions: Costs provided are estimates and may adjust if the project scope shifts or direct costs change due to fluctuating market rates. Estimated costs are valid for 45 days. Timelines will adjust based on client approvals, schedules, weekends, and holidays. VMA to provide final edited files on a mutually agreed upon schedule. VMA retains rights to all raw files. Translation and printing/mailing costs are separate and will be billed separately as needed. Postage fees not included. VMA closes for holidays to allow staff to spend time with family.

Approved As To Form



Nov 21, 2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-18

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with Vision Service Plan

ITEM DESCRIPTION: Included in the Board binders is an agreement with Vision Service Plan (VSP) Vision Care to provide vision care services on behalf of the district's eligible active employees, retirees, and their respective dependents.

The current carrier, Medical Eye Services (MES), is no longer offering coverage as of January 01, 2024. The Joint Health Managed Board (JHMB) went out to request for proposal and VSP was chosen. The group insurance program provides plan members with an extensive panel of providers, which include independent optometrists and ophthalmologists, as well as retail chains and specialty boutiques.

The plan is a more robust offering than the counterpart of MES as the frame allowance has been increased, both glasses and contacts can be covered every twelve months, and progressive and transition lenses are now covered in full.

The agreement is for four years, effective January 01, 2024, through December 31, 2027. The composite rate is $17.69 per enrolled active/retiree member and remains fixed during the duration of the four-year agreement. The estimated cost for these services is $2.1 million and the administrative fees are 9% which is about $189,000.

These services align with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $2.1 million are available in the Health Internal Service Fund.

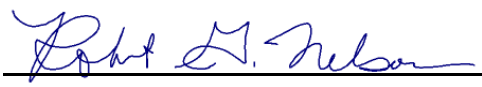
PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer



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



FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number	
Vision Service Plan	3333 QUALITY DRIVE RANCHO CORDOVA, CALIFORNIA 95670
Vendor Name	***Address***
916) 851-5000	Kate Renwick-Espinosa
Phone Number	***Vendor Contact***
From: 1/1/2024	**Through:** 12/31/2027
Term (Duration)	

FUSD Contract Administrator:

Steven Shubin	Benefits Department	559-457-3539
Name	*Site/ Dept*	*Telephone number*

Budget (*Fund-Unit-Dept.-Activity-Function-Object)* 670-0841-0880-0000-6000-5899

Annual Cost $ 2,100,000.00 (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:

Vision Care to provide vision care services on behalf of the district s eligible active employees, retirees, and their respective dependents.

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:** 12/06/23 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**		11/12/2023
	Signed	*Date*
Reviewed & approved by **Cabinet Level Officer**	Patrick Jensen (Nov 19, 2023 10:54 PST)	Nov 19, 2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		Nov 14, 2023
	Signed	*Date*

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

VISION SERVICE PLAN
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670 (916) 851-5000 (800) 877-7195

GROUP VISION CARE PLAN

Group Name	**FRESNO UNIFIED SCHOOL DISTRICT**
Plan Number	**40156117**
State of Delivery	**CALIFORNIA**
Effective Date	**JANUARY 1, 2024**
Plan Term	**FORTY-EIGHT (48) MONTHS**
Premium Due Date	**FIRST DAY OF MONTH**

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the premiums as herein provided, VISION SERVICE PLAN ("VSP") agrees to provide certain individuals under this Group Vision Care Plan ("Plan") the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Plan is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Plan.



Kate Renwick-Espinosa, President

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I.
DEFINITIONS

Key terms used in this Plan are defined:

1.01 **AFFILIATE**: As to either Party, any corporation or other entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common control with that Party. The term "***Control***" means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

1.02. **BENEFIT AUTHORIZATION**: Authorization from VSP identifying the individual named a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

1.03. **CONFIDENTIAL MATTER**: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.

1.04. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.

1.05. **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf, premiums have been paid to VSP, and who is covered under this Plan.

1.06. **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan under which such Enrollee is covered.

1.07. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.08. **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under Article VI. ELIGIBILITY FOR COVERAGE.

1.09. **EXPERIMENTAL NATURE**: Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.

1.10. **GROUP**: An employer or other entity which contracts with VSP for coverage under this Plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

1.11. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.

1.12. **GROUP VISION CARE PLAN (also, "THE PLAN")**: The Plan issued by VSP to a Group, under which its Enrollees or members, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan

Benefits in accordance with the terms of such Plan.

1.13. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.14. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.15. **PLAN BENEFITS**: The vision care services and vision care materials which Covered Person is entitled to receive by virtue of coverage under this Plan, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.16. **RENEWAL DATE**: The date when the Plan shall renew or terminate if proper notice is given.

1.17. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A to this Plan, which lists the vision care services and vision care materials which Covered Person is entitled to receive under this Plan.

1.18. **SCHEDULE OF PREMIUMS**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

II.
TERM, RENEWAL, AND TERMINATION

2.01. **Term**: This Plan is effective on the Effective Date and shall remain in effect for the Plan Term, also noted on the front page of this plan.

2.02. **Renewal**: VSP shall issue written renewal notice to the Group at least sixty (60) days before the end of the Plan Term and this Plan shall be automatically renewed for an additional period of time and at premium rate(s) specified in such notice. Such renewal shall take effect, without any lapse in coverage, on the first calendar day following the last day of the Plan Term described herein. Group may refuse renewal by notifying VSP in writing prior to renewal. If Group decides to refuse renewal, VSP requests that it receive Group's written refusal at least thirty (30) days prior to the renewal Effective Date.

2.03. **Termination**:

(a) This Plan may be terminated by the Group or VSP upon expiration of the Plan Term as set forth in paragraph 2.02.

(b) The Premium rate payable by Group to VSP under this Plan is based on an assumption that VSP will receive these amounts over the full Plan Term in order to cover costs associated with greater vision utilization that tends to occur during the first portion of a Plan Term. If Group terminates this Plan before the end of the Plan Term or before the end of any subsequent renewal terms, for any reason other than material breach by VSP, Group will remain liable to VSP for the lesser amount of any deficit incurred by VSP or the payments which Group would have paid for the remaining term of this Plan, not to exceed one year. A deficit incurred by VSP will be calculated by subtracting the cost of incurred and outstanding claims, as calculated on an incurred date basis with a claim run out not to exceed six months from the date of termination, from the net premiums received by VSP from Group. Net premiums shall mean premiums paid by Group minus any applicable retention amounts and/or broker commissions. Group agrees to pay VSP within thirty-one (31) days of notification of the amount due.

(c) Plan Benefits will cease on the date of cancellation or termination of this plan whether the cancellation is by Group or by VSP due to non-payment of Premium. If service is being rendered to a Covered Person as of the termination or cancellation date of this Plan, such service shall be continued to completion, but in no event beyond six (6) months after the termination date of this Plan.

III.
OBLIGATIONS OF VSP

3.01. **Coverage of Covered Persons**: VSP will enroll for coverage, as directed by Group, each eligible Enrollee and his/her Eligible Dependents, if dependent coverage is provided, all of who shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Group to complete, sign and forward to VSP a Group Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following the enrollment of the Covered Persons, VSP will provide Group with Member Benefit Summaries for distribution to Covered Persons. Such Member Benefit Summaries will summarize the terms and conditions set forth in this Plan.

3.02. **Provision of Plan Benefits**: Through its Member Doctors (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, (Exhibit A (s)) and when purchased by Group, the Additional Benefit Rider (Schedule C (s)) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, stating a specific time period for the Covered Person to obtain Plan Benefits. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be made, irrespective of a later loss of eligibility of the Covered Person, provided Plan Benefits are received prior to the Benefit Authorization expiration date.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP receives a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days by providing notice to the claimant of the reasons for the extension.

3.03. **Provision of Information to Covered Persons**: Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and how to use them. A copy of this Plan shall be placed with Group and also will be made available at the offices of VSP for any Covered Persons. VSP shall provide Group with an

updated list of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons twice a year. Covered Persons may also obtain a copy of the Member Doctor directory through contacting VSP's Customer Service Department's toll-free Customer Service telephone line (1-800-877-7195), VSP's Web site at www.vsp.com, or by written request.

3.04. **Preservation of Confidentiality**: VSP shall hold in strict confidence all confidential information concerning the medical, personal, financial, or business affairs of Covered Persons obtained while providing Plan Benefits ("Confidential Matters") and exercise its best efforts to prevent any of its employees, Member Doctors, or agents from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons and/or Groups that want more information on VSP's Confidentiality policy may obtain a copy of the policy by contacting VSP's Customer Service Department or VSP's Web site at www.vsp.com.

3.05. **Emergency Vision Care**: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Supplemental Essential Medical Eye Care Plan. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

IV.
OBLIGATIONS OF THE GROUP

4.01. **Identification of Eligible Enrollees**: An Enrollee is eligible for coverage under this Plan if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. By the Effective Date of this Plan, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for coverage under this Plan as of that date. Thereafter, Group shall supply to VSP by the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's coverage rosters for the next month. The eligibility information shall include designation of each Enrollee's family status if dependent coverage is provided. Upon VSP's request, Group shall make available for inspection records regarding the coverage of Covered Persons under this Plan.

4.02. **Prepayment Fees/Payment of Premiums**: By the last day of each month, Group shall remit to VSP the premiums payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Plan. The Schedule of Premiums incorporated in this Plan as Exhibit B provides the premium amount for each Covered Person. Only Covered Persons for whom premiums are actually received by VSP shall be entitled to Plan Benefits under this Plan and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received on time, VSP may terminate all rights of such Covered Person. Such rights may be reinstated only in accordance with the requirements of this Plan.

VSP may change the premiums set forth in Exhibit B (Schedule of Premiums) by giving Group at least sixty (60) days advance written notice. No change will be made during the Plan Term unless there is a change in the Schedule of Benefits or there is a material change in Plan terms or conditions, provided any such change is mutually agreed upon in writing by VSP and Group.

Notwithstanding the above, VSP may increase premiums during a Plan Term by the amount of any tax or assessment not now in effect but subsequently levied by any taxing authority, which is attributable to premiums VSP received from Group.

4.03. **Grace Period**: Group shall be allowed a grace period of thirty-one (31) days following the premium payment due date to pay premiums due under this Plan. During said grace period, this Plan shall remain in full force and effect for all Covered Persons of Group. VSP will consider late payments at the time of Plan renewal. Such payment may impact Group's premium rates in future Plan Terms.

If Group fails to make any premiums payment due by the end of any grace period, VSP may notify Group that the premiums payment has not been made, that coverage is canceled and that Group is responsible for payment for all Plan Benefits provided to Covered Persons after the last period for which premiums were paid in full, including the grace period through the effective date of termination. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Plan.

4.04. **Distribution of Required Documents**: Group shall distribute to Enrollees any disclosure forms, plan summaries or other material required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after the receipt thereof, or as required under state law.

4.05. **Risk-to-ASP Conversion Provision**: Converting to an Administrative Services Program: Due to the cyclical nature of vision care, in the event Group wishes to convert its method of funding from a risk program to an Administrative Services Program, an appropriate level of reserve will need to have been established.

Upon conversion to an Administrative Services Program, for vision care begun on and after the effective date of conversion, all claims will be paid through the Administrative Services program.

V.
CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE COVENANTS

VSP and Group have delivered, or will deliver, upon execution and delivery of this Plan, certain information about the properties and operations of their respective businesses. VSP and Group, therefore, agree as follows:

5.01. Definition of Confidential Information. For purposes of this Plan, "Confidential Information" means any data and/or information, in any form, disclosed by the disclosing party ("Discloser") to the receiving party ("Recipient") either before or after the Effective Date, which relates to Discloser and/or its Affiliates, and solely by way of illustration and not in limitation shall include the following information: (i) current or future product(s), services, methodologies, plans, designs, costs, prices, customer or doctor names and addresses, finances or financial information (including budgets), marketing plans or strategies (including e-commerce development plans), business plans, matters, opportunities or offerings, equipment and other purchase matters, strategic matters, research, development, know-how and/or personnel, (ii) is identified as confidential at the time of disclosure, (iii) given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Confidential Information by a person in the same industry as Discloser, or (iv) by law must be protected as Confidential Information. Recipient acknowledges that the Confidential Information is proprietary to Discloser and has been developed and obtained through great efforts by Discloser. Confidential Information shall not, however, include information that (A) at the time of disclosure is, or subsequently becomes, available to the public or the industry through no fault or breach on the part of Recipient; (B) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by Discloser; (C) is independently developed by Recipient without the use of any Confidential Information; or (D) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Information shall also be deemed to include any and all confidential information defined as Confidential Matters hereunder, the treatment of which shall be as set forth in Paragraph 3.04 of this Plan.

5.02. Non-Disclosure and Non-Use of Confidential Information. Recipient shall not, directly or indirectly, without the prior written approval of Discloser in each instance or unless otherwise expressly permitted herein, use for its own benefit, publish or otherwise disclose to others, or authorize the use by others for their benefit, or to the detriment of Discloser, any of Discloser's Confidential Information. Recipient shall carefully restrict access to Discloser's Confidential Information to only those of its and its Affiliates' officers, directors, employees, agents and representatives (collectively, "Representatives") who (i) clearly require such access in order to enable to perform their respective obligations under this Plan (ii) who are bound by confidentiality obligations that protect third party information which are at least as restrictive and protective as those contained in this Plan, and (iii) are not (or do not work for) direct competitors of Discloser. Recipient shall not use, copy, distribute and/or remove any of Discloser's Confidential Information from Recipient's premises except to the extent necessary or appropriate to carry out its respective obligations under the Plan, without the prior consent of Discloser.

Recipient and its Representatives will employ all security measures used for their own proprietary information of similar nature. Recipient agrees to advise and require its Representatives of their obligations to keep such information confidential and shall each be liable for any acts and omissions of their Representatives related thereto.

5.03. Return or Destruction of Confidential Information. The Recipient, including its Personnel, its employees and/or agents shall upon request of Discloser (i) immediately return to Discloser's designated representative any and all documents or other information and materials in whatever form which contain Discloser's Confidential Information, or as permitted by Discloser, (ii) destroy all copies thereof, and certify to Discloser in writing that all copies of such documents or other information and materials have been destroyed; provided, however, that the Recipient may retain one set of such documents and other information and materials for archival purposes only, subject to the continuing confidentiality and security obligations set forth under this Plan. Recipient may disclose Discloser's Confidential Information if and to the extent required by a judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give Discloser sufficient prior notice (to the extent that sufficient time is available) of such request, requirement or order for Discloser to contest, limit and/or protect such disclosure.

5.04. Injunctive Relief. The Parties understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this Plan may cause irreparable harm, for which monetary damages alone may not be an adequate remedy and, therefore, agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief, without objection and without the requirement of posting a bond or other form of security. Such right of each party is in addition to the remedies otherwise available under this Plan or otherwise at law or equity.

5.05. **Survival:** The obligations laid down in this Section 5 shall continue and survive beyond the termination of this Plan.

VI.
OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN

6.01. **General**: By this Plan, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. However, this Plan may be amended or terminated by agreement between VSP and Group as indicated herein, without the consent or concurrence of Covered Persons. This Plan, and all Exhibits, Riders and attachments hereto, constitute VSP's sole and entire undertaking to Covered Persons under this Plan.

As conditions of coverage, all Covered Persons under this Plan have the following obligations:

6.02 **Other Charges:** Any Copayments required under this Plan shall be the personal responsible of the Covered Person receiving Plan Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed Plan allowances, annual maximum benefits or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

6.03. **Choice of Member Doctor**: Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the Member Doctor will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any.

6.04. **Reimbursement Provisions/Submission of Non-Member Provider Claims**: If Non-Member Provider coverage is indicated in Exhibit A (Schedule of Benefits), written proof (receipt and the Covered Person's identification information) of all claims for services received from Non-Member Providers shall be submitted by Covered Persons to VSP within three hundred sixty-five (365) days of the date of service. VSP may reject such claims filed more than three hundred sixty-five (365) days after the date of service. Covered Person would need to submit a claim form, along with copies of any invoices or receipts received from the doctor for the services or materials, to VSP for reimbursement. You may obtain a claim form on vsp.com or by calling (800) 877-7195. Claim forms may be submitted at vsp.com or at the address below:

VSP

Attn: Claims Processing

P.O. Box 495918

Cincinnati, OH 45249-5918

Failure to submit a claim within this time period, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as reasonably

possible and in no event, except in absence of legal capacity, later than one year from the required date of three hundred sixty-five (365) days after the date of service.

6.05. **Liability of Covered Person in the Event of Nonpayment by VSP**: By statute, every contract between VSP and a Member Doctor shall provide that in the event VSP fails to pay a Member Doctor, the Covered Person shall not be liable to the Member Doctor for any sums owed by VSP.

6.06. **Complaints and Grievances**: Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt.

6.07. **Claim Denial Appeals**: If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's determination, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for appeal from the Covered Person or Covered Person's authorized representative.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) Other Remedies/Review by the Department of Managed Health Care: The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(800) 877-7195** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for an IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of the proposed service or treatment, coverage decisions for treatments that are experimental, investigational in nature and payment disputes for emergency or urgent medical reviews. The Department also has a toll-free telephone number **(1-888-466-2219)**, a TDD line **(1-877-688-9891)** for the speech and hearing impaired and its Internet Web site (http://www.dmhc.ca.gov) has complaint forms online. The Department's internet website www.dmhc.ca.gov has complaint forms, IMR application forms and instructions online.

The plan's grievance process and the Department's complaint review process are in addition to any other dispute resolution procedures that may be available to Covered Persons, and the failure to use these procedures does not preclude Covered Person's use of any other remedy provided by law. You are not required to use a specific form to submit a grievance to the department. If a member or group contract holder submits a grievance to the plan or the department before the effective date of a cancellation, rescission, or nonrenewal for reasons other than nonpayment of premiums, the plan shall continue to provide coverage until a final determination regarding the request for review has been made.

When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C.1132(a)(I)(B)], Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

6.08. **Time of Action**: No action in law or in equity shall be brought to recover on the Plan prior to the Covered Person exhausting his/her grievance rights under this Plan and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices were submitted to VSP, in accordance with the terms of this Plan.

6.09. **Insurance Fraud**: Any Group and/or person who intends to defraud, knowingly facilitates a fraud or submits an application or files a claim with a false or deceptive statement, is guilty of insurance fraud. Such an act is grounds for immediate termination of the Plan for the Group or individual that committed the fraud.

VII.
ELIGIBILITY FOR COVERAGE

7.01. **Eligibility Criteria**: Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Enrollees**: To be eligible for coverage, a person must:

(1) currently be an employee or member of the Group, and

(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents**: If dependent coverage is provided, the persons eligible for dependent coverage are:

(1) the legal spouse of any Enrollee, and

(2) any child of an Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; Such dependents shall be eligible until the end of the month in which they attain the age of 26 years.

(3) as further defined by Group.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate so long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated or at such other times as VSP may request proof, but not more frequently than annually.

7.02. **Documentation of Eligibility:** Persons satisfying the coverage requirements under either of the above criteria shall be eligible if:

(a) for an Enrollee, the individual's name and Social Security Number have been reported by Group to VSP in the manner provided hereunder, and

(b) for changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As stated in Paragraph 4.01 above, VSP may elect to audit Group's records in order to verify eligibility of Enrollees and dependents and any errors. Subject to the terms of Paragraph 4.03 above, only persons on whose behalf premiums have been paid for the current period shall be entitled to Plan Benefits hereunder. If a clerical error is made, it will not affect the coverage a Covered Person is entitled under the Plan.

7.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination.

7.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Enrollees covered under the Plan, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Plan. During the term of this Plan, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution and eligibility requirements. Any change which materially affects VSP's obligations under this Plan must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Plan for purposes of Paragraph 4.02. Nothing in this section shall limit Group's ability to add Enrollees or Eligible Dependents under the terms of this Plan.

7.05. **Change in Family Status:** In the event Group is notified of any change in a Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of Dependent, etc.] Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If notice is given, the change in the Covered Person's status will be effective on the first day of the month following the change request, or at such later date as may be requested by or on behalf of the Covered Person. Notwithstanding any other provision in this section, a newborn child will be covered during the thirty-one (31) day period after birth, and an adopted child will be covered for the thirty-one (31) day period after the date the Enrollee or Enrollee's spouse acquires the right to control that child's health care. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable premiums must be paid to VSP.

VIII.
CONTINUATION OF COVERAGE

8.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily required continuation coverage available for purchase in accordance with COBRA.

8.02. **Individual Continuation of Benefits:** This Plan is available to groups of a minimum of ten (10) employees and is, therefore, not available on an individual basis. When a Group terminates its coverage, individual coverage is not available for Enrollees of the Group who may desire to retain their coverage.

IX.
ARBITRATION OF DISPUTES

9.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration.

9.02. **Procedure:** The procedure for arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

9.03. **Choice of Law:** If any matter arises in connection with this Plan which becomes the subject of arbitration or legal process, the law of the State of Delivery of the Plan shall be the applicable law.

X.
NOTICES

10.01. **Required Notices**: Any notices required under this Plan to either Group or VSP shall be in written format. Notices sent to Group will be sent to the address or email address shown on the Group's Application unless otherwise directed by the Group. Notices sent to VSP shall be sent to the address shown on the first page of this Plan. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

XI.
MISCELLANEOUS

11.01. **Entire Plan:** This Plan, the Group Application, the Evidence of Coverage, and all Exhibits, Riders and attachments hereto, and any amendments hereto, constitute the entire agreement of the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Plan or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Plan.

11.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities or covenants specified herein, including without limitation, breach of confidentiality. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities or covenants specified herein, including without limitation, breach of confidentiality.

11.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors. Member Doctors are independent contractors and responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

11.04. **Assignment:** Neither this Plan nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto except as expressly authorized herein.

11.05. **Severability:** Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

11.06. **Governing Law:** This Plan shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

11.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

11.08. **Equal Opportunity**: VSP is an Equal Opportunity and Affirmative Action employer.

11.09. **Communication Materials**: Communication materials created by Group which relate to this vision care Plan must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including but not limited to, ERISA requirements.

EXHIBIT A

VISION SERVICE PLAN
SCHEDULE OF BENEFITS
VSP Choice Plan

GENERAL

This Schedule lists the vision care services and vision care materials to which Covered Persons of VSP are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Policy to which it is attached.

Member Doctors are those doctors who have agreed to participate in VSP's Choice Network.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayments as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the second column below less any applicable Copayments.

COPAYMENT

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

A Copayment amount of $5.00 shall be payable by the Covered Person to the Member Doctor at the time services are rendered.

No Copayment shall be payable by the Covered Person to the Premier Edge Provider at the time services are rendered.

PLAN BENEFITS

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
VISION CARE SERVICES		
Eye Examination	Covered in Full*	Up to $ 73.00*

Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular eye examinations once every plan year beginning on January 1st.

*Less any applicable Copayment.

Each Benefit Period, the Enrollee and each of the Enrollee's Covered Dependents are entitled to the following enhanced benefit when services are obtained from a Premier Program designated provider:

Medical Eye Examinations:

Covered in Full after a Copayment of $5.

Covered in Full at Premier Edge Providers.

VISION CARE MATERIALS

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Lenses		
Single Vision	Covered in full*	Up to $ 31.00*
Bifocal	Covered in full*	Up to $ 50.00*
Trifocal	Covered in full*	Up to $ 65.00*
Lenticular	Covered in full*	Up to $ 100.00*

Polycarbonate lenses are covered in full for dependent children up to the end of the month in which they turn age 26.

Lens Options		
Scratch coating	Covered in full	Not Covered
All Progressive lenses	Covered in full	Up to $50.00
UV (ultraviolet) protected	Covered in full	Not Covered

Available once every plan year beginning on January 1st.

Frames	Covered up to Plan Allowance*	Up to $ 70.00*

Available once every other plan year beginning on January 1st.
*Less any applicable Copayment.

Frame allowance may be applied towards non-prescription sunglasses or blue light filtering glasses, exhausting both frame and lens eligibility. Lab fabricated plano lenses are not covered.

Each benefit period, the Enrollee and each of the Enrollee's covered dependents are entitled to an additional allowance (on any Marchon or Altair frame) of $50.00 once every 24 months**.

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;
- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

LOW VISION BENEFIT

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses.

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Supplementary Testing	Covered in Full	Up to $125.00

Complete low vision analysis/diagnosis, which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.

Supplemental Care Aids	75% of Cost	75% of Cost

Subsequent low vision aids.

Copayment for Supplemental Aids: 25% payable by Covered Person.

Benefit Maximum

The maximum benefit available is $1000.00 (excluding Copayment) every two years.

NON-MEMBER PROVIDER BENEFIT

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% Copayment feature.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Certain limitations on low vision care.
- A frame that costs more than the Plan allowance.
- Contact lenses (except as noted elsewhere herein).

NOT COVERED

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a ± .50 diopter power); or two pair of glasses in lieu of bifocals;

- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available;

- Medical or surgical treatment of the eyes;

- Corrective vision treatment of an Experimental Nature;

- Costs for services and/or materials above Plan Benefit allowances;

- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE PLAN LIMITATIONS IF, IN THE OPINION OF VSP's OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

EXHIBIT B

VISION SERVICE PLAN
SCHEDULE OF PREMIUMS
VSP Choice Plan
Fresno USD Active and Retiree Divisions

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below:

$ 17.69 per month for each eligible Enrollee (includes coverage for Eligible Dependents)

NOTICE: The premium under this Plan is subject to change upon renewal (after the end of the Initial Plan Term or any subsequent Plan Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

EXHIBIT B

VISION SERVICE PLAN
SCHEDULE OF PREMIUMS
VSP Choice Plan
Fresno USD Cobra Division

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

$	9.58	per month for each eligible Enrollee without dependents
$	15.82	per month for each eligible Enrollee with one eligible dependent
$	28.47	per month for each eligible Enrollee with two or more eligible dependents

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

EXHIBIT C

VISION SERVICE PLAN
ADDITIONAL BENEFIT RIDER
SECOND PAIR
CHOICE NETWORK

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein or in the Schedule of Benefits with which it is associated. This Rider forms a part of the Plan and Evidence of Coverage to which it is attached.

Member Doctors are those doctors who have agreed to participate in VSP's Choice Network.

BENEFIT PERIOD

A twelve-month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Plan:

- Enrollee.
- The legal spouse of Enrollee.
- Domestic Partner.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they attain the age of 26 years.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

COPAYMENT

There shall be no Copayment payable by the Covered Person under this Plan.

Contact Lenses

Necessary	Covered in full*	Available once every 12 months**
Elective	Up to $ 130.00*	Available once every 12 months**

Elective Contact Lens fitting and evaluation** services are covered in full once every 12 months, after a maximum $60.00 Copayment.

*Less any applicable Copayment.
**Beginning with the first day of the Benefit Period.

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Member Doctor or Out-of-network provider. Prior review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

SERVICES FROM NON-MEMBER PROVIDERS

LIABILITY OF COVERED PERSONS FOR PAYMENT
REIMBURSEMENT PROVISIONS

When a Covered Person chooses to receive services from a Non-Member Provider, services may be secured from any optometrist, ophthalmologist and/or dispensing optician. This Plan then becomes an indemnity plan reimbursing according to a schedule of allowances. The Covered Person should pay the Provider's fee in full. VSP will reimburse the Covered Person in accordance with the following schedule.

THERE IS NO ASSURANCE THAT THE AMOUNT REIMBURSED WILL BE SUFFICIENT TO PAY THE EXAMINATION OR THE MATERIALS IN FULL.

AVAILABILITY OF SERVICES UNDER THIS REIMBURSEMENT SCHEDULE IS SUBJECT TO THE SAME TIME LIMITS AND COPAYMENT AS THOSE DESCRIBED FOR MEMBER DOCTORS. SERVICES OBTAINED FROM NON-MEMBER PROVIDERS ARE IN LIEU OF SERVICES FROM A MEMBER DOCTOR.

VSP IS UNABLE TO REQUIRE NON-MEMBER PROVIDERS TO ADHERE TO VSP'S QUALITY STANDARDS.

SCHEDULE OF ALLOWANCES

Contact Lenses

Necessary	Up to $ 324.00*	Available once each 12 months**
Elective	Up to $ 115.00*	Available once each 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Member doctor or Non-Member Provider. Prior review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

ADDENDUM

ADDITIONAL BENEFIT RIDER
VISION SERVICE PLAN
SUPPLEMENTAL ESSENTIAL MEDICAL EYE CARE

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. The Supplemental Essential Medical Eye Care benefit is designed for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the benefit, eye care professionals provide treatment and services for urgent ocular emergencies as well as the management of chronic systemic diseases that manifest in the eyes. This Rider forms a part of the Plan and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee.
- Legal spouse of Enrollee.
- Domestic Partner.
- Any child of an Enrollee, including a natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they attain the age of 26 years.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

Essential Medical Eye Care benefits are available to Covered Persons only after covered benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan.

Covered benefits include specific medical eye care procedure codes when appropriate for the optometric scope of licensure as well as the current laws, rules and regulations as determined by the State and Federal Government.

OBTAINING SUPPLEMENTAL ESSENTIAL MEDICAL EYE CARE SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

Supplemental Essential Medical Eye Care provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. Covered Persons should refer to the plan booklet, certificate of coverage or other benefits description for their group medical plan to determine available benefits and how to obtain medical plan benefits.

The eye care provider should first submit a claim to Covered Person's group medical plan when participating in the medical plan's network. Any amounts not paid by the primary medical plan may then be considered for payment by VSP. This process is referred to as Coordination of Benefits ("COB."). Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When Covered Person does not have a group medical plan, or when a VSP Preferred Provider does not participate with Covered Person's group medical plan, the Supplemental Essential Medical Eye Care provides plan benefits as follows:

1. Covered Person contacts Member Doctor and makes an appointment.

2. Covered Person pays the applicable Copayment at the time Supplemental Essential Medical Eye Care services are rendered and amounts for any additional services not covered by the Plan.

PLAN BENEFITS
MEMBER DOCTORS

COVERED SERVICES

Medical Eye Examinations: Covered in Full after a Copayment of $20.00.

Urgent/Emergency Care* and Special Ophthalmological Services:** Covered in Full

*Urgent/Emergency Care refers to VSP covered services for an emergency medical eye condition including, but not limited to eye infections, foreign body and abrasions, ocular injuries, and chemical exposure to the eye or eyelid.

**Special Ophthalmological Services refer to eye care services that are problem-focused and involve medical decision-making. Special ophthalmological services go beyond general services and relate to the diagnosis, evaluation, treatment, and management of ocular conditions.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Supplemental Essential Medical Eye Care provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. A current list of the covered procedures will be made available to the Client upon request.

NOT COVERED

1. Eyeglasses or contact lenses.
2. General anesthesia surgical procedures.
3. Preoperative or postoperative surgical procedures.
4. Inpatient hospital services.
5. Services provided for refractive diagnoses that are part of the Covered Person's routine vision care coverage.
6. Prescription medication or supplies of any type.
7. Local, state and/or federal taxes, except where VSP is required by law to pay.
8. Services and/or materials not specifically included in this Rider as covered Plan Benefits.

ADDENDUM

VISION SERVICE PLAN
THE CALIFORNIA CONTINUATION BENEFITS REPLACEMENT ACT OF 1997 (CAL-COBRA)

Pursuant to California Health and Safety Code Section 1366.25, the following section is hereby incorporated into the Group Vision Care Plan, if, and only to the extent Cal-COBRA applies to the parties to this Plan:

The California Continuation Benefits Replacement Act of 1997 (**Cal-COBRA**) requires health care service plans providing contracted coverage to employers with 2 to 19 eligible employees to offer continuation coverage for purchase by qualified beneficiaries upon the occurrence of a qualifying event. VSP and Group are subject to the following obligations in connection with continuation coverage:

1. Group agrees to provide VSP with notice of any employee who has had a "qualifying event", within 31 days of the qualifying event. A "qualifying event" means any of the following events that, but for the election of continuation coverage provided thereunder, would result in a loss of coverage under the group benefit plan to a qualified beneficiary:

- The death of the covered employee.
- The termination or reduction of hours of the covered employee's employment, except that termination for gross misconduct does not constitute a qualifying event.
- The divorce or legal separation of the covered employee from the covered employee's spouse.
- The loss of dependent status by a dependent enrolled in the group benefit plan.
- With respect to a dependent only, the covered employee's eligibility for coverage under Title XVIII of the United States Social Security Act (Medicare).

Within 14 days of receipt of the foregoing notice of a qualifying event from Group, VSP will send to the qualified beneficiary's last known address, as provided by Group, the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to formally elect continuation coverage.

2. Group agrees to notify qualified beneficiaries currently receiving continuation coverage, whose continuation coverage will terminate under one group benefit plan prior to the end of the period the qualified beneficiary would have remained covered under Cal-COBRA, as specified in Health and Safety Code Section 1366.27, a minimum of 30 days prior to the termination, of the qualified beneficiary's ability to continue coverage under a new group benefit plan for the balance of the period the qualified beneficiary would have remained covered under the prior group benefit plan. Group agrees to provide qualified beneficiaries subject to this paragraph with the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to continue coverage. This information shall be sent to the qualified beneficiary's last known address, as provided by the plan currently providing continuation coverage to the qualified beneficiary.

Performance Standards Calculations

VSP consistently meets or exceeds the proposed performance standards and guarantees this by placing at risk a financial penalty of 2% of quarterly administrative revenue (retention) per standard, up to a total annual maximum of $100,000 per performance standard[1].

Our financial penalties include the following terms:

- Based on VSP's company-wide quarterly performance standards
- Accrued quarterly and paid on an annual basis (minimum annual payment threshold is $250 per performance standard)
- Assumes your organization has paid all amounts due VSP within established due dates.

Claims Processing

VSP's Standard Claims Performance Guarantees are for Claim Processing Timeliness, Claim Processing Accuracy, and Claims Financial Accuracy. When reporting Performance Guarantee results, they will be to the tenth decimal and include rounding to the nearest tenth.

Claims Financial Accuracy

Performance Standard: 99% processed without any financial errors

Claims Financial Accuracy is calculated on a monthly basis based upon daily audit results. The term "financial error" encompasses all errors found in the audit process regardless of whether the error caused/resulted in an overpayment or an underpayment. Any error found that results in a financial impact is recorded as a financial error. At the end of the month, financial errors are totaled and taken as a percentage of the total dollars paid for all claims audited during the given month (with a 0.5% margin of error).

Claims Processing Accuracy

Performance Standard: 99% processed without any errors

Claims processing accuracy is calculated monthly based on daily audit results. The term "processing error" encompasses all errors found in the audit regardless of whether the error caused a financial impact. At month's end, all processing errors for the month are totaled and taken as a percentage of the total number of claims audited for the month.

Claims Processing Timeliness

	Standard
All preferred provider claims processed within five business days	95%
All member claims processed within five business days	95%
All claims processed within fifteen business days	99%

1 VSP performance may be subject to interruption or delay due to causes beyond our reasonable control, such as acts of God, act of any government, war or other hostility, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute. In the event of any such interruption or delay, any period of performance shall be extended for a period of time equal to the interruption or delay.

Claims Processing Timeliness, or turnaround time, is measured on a monthly basis. Timeliness is measured by calculating the number of business days elapsing between the received date and the pricing date.

The timeliness standard is applied to all incoming clean claims. A clean claim is defined as a claim which has no defect, impropriety, or special circumstance, including incomplete documentation or incomplete data fields. When additional information is needed to process a claim, the timeliness date is calculated from the date the information needed to process the claim was received to the pricing date.

This standard does not include re-openings of previously paid claims. Re-openings can include corrected claim forms, appeals, or adjustments resulting from a financial error on a previously paid claim.

Call Center Management

Abandoned Call Rate

Performance Standard: Less than or equal to 3%

The Call Center telephone abandon rate is calculated monthly by taking the total number of abandoned calls, divided by the number of calls accepted by the Call Center, which includes calls answered via the Interactive Voice Response and Automated Call Distribution systems.

Average Speed of Answer

Performance Standard: Less than or equal to 25 seconds

The average speed of answer (the amount of time a caller is waiting while on hold) is calculated by dividing the total time all calls are on hold (in seconds) by the total number of calls received. Results will be reported to the tenth decimal (versus rounding to a whole number).

Average Call Blockage Rate

Performance Standard: Less than or equal to 2%

VSP call blockage is defined as a call that receives a busy signal due to trunk limitations and is considered unsuccessful. VSP call blockage does not include calls blocked by the long distance carrier due to circumstances beyond VSP's control. VSP call blockage standard is 2% or less of total calls attempted to VSP. The formula for this standard is: The number of blocked calls divided by the total number of calls (received plus blocked) is less than or equal to 2%.

Call Resolution *(same day response)*

Performance Standard: 98%

Measured based on internal VSP system-driven statistics. The percentage of telephone inquiries handled within the same day is obtained by taking the number of inquiries entered into our system, dividing by the number of calls answered in the Call Center, and subtracting the result from 1.00.

Complaint Acknowledgement within Five Business Days

Performance Standard: 96%

"Telephone complaints" not resolved by the end of the following business day must be acknowledged in writing within 5 business days. "Written complaints" not resolved within 5 days will be acknowledged in writing on the 5th business day from receipt. Complaint acknowledgement compliance is calculated quarterly. The method for calculating the percentage is: total number of complaints meeting the 5 business day goal divided by total number of complaints.

Complaint Resolution within 30 Calendar Days

Performance Standard: 99%

When a complaint is received, in writing or via phone, the person receiving it documents it in our system. The Complaint and Grievance unit monitors this workflow to assure all complaints have been resolved by the 30th calendar day. Complaint resolution compliancy is calculated quarterly. The method for calculating the percentage is: total number of complaints meeting the 30 calendar day goal divided by total number of complaints.

Average Response to E-mail Inquiries within Two Business Days

Performance Standard: 100%

The average time required to send the first reply to an email, in the specified time period.

Satisfaction

Patient Satisfaction *(satisfied with level of coverage)*

VSP conducts patient satisfaction surveys on a quarterly basis based on a statistically valid random sample of all claims from the prior three months.

While VSP makes recommendations to all prospective groups on which plan we feel best suits the group's employees, the ultimate decision for selection of a plan rests with the group. As such, our performance standard is based on patients who are satisfied with the level of coverage provided by their plan. Satisfied patients include patients who rated their overall level of coverage as "Excellent," "Very Good" or "Good." Dissatisfied patients include patients who rated their overall level of coverage as "Fair" or "Poor".

Satisfaction	Standard
Overall satisfaction with VSP	96%
Overall experience with VSP preferred provider	96%

VSP Doctor Retention *(based on voluntary turnover)*

Performance Standard: 98%

On a quarterly basis, the voluntary retention rate of VSP doctors (those choosing to stay on the VSP panel) is measured as a percentage of the total number of preferred providers in the network. The annual doctor retention rate is equal to the total number of VSP doctors on December 31st, divided by the total number of doctors on January 1st of that same year.

Account Administration

Electronic Eligibility Online within 24 Hours

Performance Standard: 98%

Percentage reported based on a measurement against all maintenance files* loaded within the quarter. VSP records both the received and the loaded dates for all membership files. The data is calculated quarterly.

* All files measured for this standard must meet the following criteria:

- Identifiable Media – Eligibility file must be labeled properly
- Proper format – No change in format from the previously loaded eligibility file.
- Clean file
  1) Electronic Media must have clean and complete data transmission.
  2) All Media must contain proper/complete records for members and dependents.

Exclusions to this performance standard are as follows:

1) Membership files for open enrollment loaded prior to effective date
2) Group/division restructures for existing groups. (1st eligibility load based on the restructure will be excluded from the performance standard measurement).
3) Incorrect/Incomplete individual records for members and dependents
4) If instructed to wait for client approval to load the file

Online Reports Available by the 25th of the Month

Performance Standard: 100%

All eligible online reports will be available on VSP's Resource Center by the 25th of each month. Online reports compliance is calculated based on all reports meeting the timeliness standard divided by all reports.

Web Portal Availability

Performance Standard: 99% Based

on a 7 x 24 schedule.

Implementation Guarantee

Performance Standard: Satisfaction Guaranteed

One-time standard, payable at the conclusion of implementation. VSP will collaborate with our client to create a customized Implementation Action Plan that includes detailed roles, responsibilities, timeframes, and deliverables to ensure a successful implementation.

Our comprehensive Implementation Action Plan includes the following sections:

- Communications
- System Accuracy
- Plan Accuracy
- Membership Management
- VSP Network Doctor Access

We guarantee satisfaction with the implementation of the VSP benefit and are placing a one-time penalty at risk. Each of the above sections is assigned a maximum penalty amount. Those amounts are payable in the event the client is dissatisfied with VSP’s performance in that category.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-19

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with WestEd

ITEM DESCRIPTION: Included in the Board binders is an agreement with WestEd for Teaching Pyramid professional development services. The Teaching Pyramid approach incorporates early childhood Positive Behavior Support to promote healthy social-emotional development, support children's appropriate behavior, prevent behavior that is challenging, and address behavior issues. WestEd will provide comprehensive professional development on the Teaching Pyramid. The training will consist of a Training for Trainers Institute for the Early Learning leadership team and instructional coaches. By participating in the Training of Trainers Institute participants will gain knowledge about California Teaching Pyramid concepts and practices training on the module topics. This will build the internal trainers who will deliver the Teaching Pyramid training to teachers and paraprofessionals. Department administrators will participate in Leadership Development to examine policies and procedures, guide the training and technical assistance, and develop a sustainability plan.

FINANCIAL SUMMARY: Sufficient funds in the amount of $120,295 are available in the Professional Development Funds of the California Department of Education Inclusive Early Education Expansion Program Grant.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division
PHONE NUMBER: 559-457-3731

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson Ed.D.

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

98957
Vendor Number

WestEd
Vendor Name

730 Harrison Street, San Francisco, CA 94107
Address

(415) 615-3136
Phone Number

Rajwant Virk
Vendor Contact

From: 12/6/2023 **Through:** 6/30/2024
Term (Duration)

FUSD Contract Administrator:
Maria Ceballos Tapia — *Name*

Early Learning — *Site/ Dept*

457-3623 — *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 120-6128-0765-0001-1000-5110

Annual Cost $ 120,295.00 (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* ☐

Scope of Work Summary:

WestEd will provide comprehensive professional development on the Teaching Pyramid. Training will consist of a Training for Trainers Institute. Early Learning leadership team and instructional coaches will gain knowledge about CA Teaching Pyramid concepts and practice training on the module topics. This will be delivered in a two-phase process. Department administrators will participate in Leadership Development to examine policies and procedures, guide the training and technical assistance, and develop a sustainability plan.

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:** 12/06/23 *Will contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**
Signed — *Date* 10/19/23

Reviewed & approved by **Cabinet Level Officer**
Signed — *Date* 10/20/2023

Reviewed & approved by **Risk Management**
Signed — *Date* Oct 24, 2023

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

Revised 9/20/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 120-6128-0765-0001-1000-5110

District Contact Person: Maria Ceballos Tapia

Budget Manager Approval: _____

Contractor's Vendor Name: WestEd

Contractor's Contact Person: Rajwant Virk

Contractor's Title: Contracts & Grants Manager

Contractor's Telephone Number: (415) 615-3136

Contractor's E-mail: contracts@wested.org

Contractor's Address: 730 Harrison Street, San Francisco, CA 94107

This Independent Contractor Services Agreement is made and entered into effective 12/6/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and WestEd ("Contractor").

1. Contractor Services. Contractor agrees to provide

WestEd will provide comprehensive professional development on the Teaching Pyramid. Training will consist of a Training for Trainers Institute. Early Learning leadership team and instructional coaches will gain knowledge about CA Teaching Pyramid concepts and practice training on the module topics. This will be delivered in a two-phase process. Department administrators will participate in Leadership Development to examine policies and procedures, guide the training and technical assistance, and develop a sustainability plan.

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 12/6/2023, 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 per, not to exceed $ 120,295.00. Checks will be made payable to WestEd. 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 KV

a. Lodging _____ Actual cost of single occupancy. Not to exceed $113 per night. *Receipt Required.*

b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. *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 4 and 5a – d): ~~$ 0.00~~ $120,295.00

f. Other _____

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 KV 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, 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 certifies Consultants 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 AV 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 thenotice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: WestEd

Name: Rajwant Virk

Address:

730 Harrison Street
San Francisco, CA 94107

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

WestEd

Rajwant Virk

Name: Rajwant Virk *, Title:* Contracts & Grants Manage

Oct 18, 2023

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Oct 24, 2023

Date



WestEd
WestEd.org

Exhibit A:

The CA Teaching Pyramid Framework:

Supporting Social-Emotional Competence and
Preventing Challenging Behavior in Young Children

Comprehensive Professional Development on the Teaching Pyramid

2023-24 School Year

The **Center on the Social and Emotional Foundations for Early Learning (CSEFEL)** was a national center focused on strengthening the capacity of child care and Head Start programs to improve the social and emotional outcomes of young children. The Center developed and disseminated the *Teaching Pyramid*, a systematic framework of evidence-based, user-friendly practices to help early childhood educators meet the needs of the growing number of children with challenging behaviors and mental health concerns. The *Teaching Pyramid* approach incorporates early childhood Positive Behavior Support to promote healthy social-emotional development, support children's appropriate behavior, prevent behavior that is challenging, and address behavior issues.

Under the California Collaborative on Social Emotional Foundations for Early Learning (CA CSEFEL), WestEd, San Marcos Office (WestEd) has adapted the materials specifically for use in California and provides training and technical assistance on this comprehensive, program-wide *CA Teaching Pyramid* approach to districts and organizations. For more information, please see http://www.CAinclusion.org/teachingpyramid.

This proposal is designed to provide a foundation of the comprehensive professional development on the *CA Teaching Pyramid* for the Fresno Unified School District. The funder will select the apprentice trainers and coaches to participate. There are two main components to this comprehensive professional development model:

1. **Leadership Team Development**
2. **Training Towards Authorization for Trainer and Coaches**

WestEd's service for each component is briefly described below, following the description of services proposed for the 2023-24 school year.

1. Leadership Team Development

A Leadership Team will be convened 5 times during the contract period to build capacity for implementation of the CA Teaching Pyramid in the district early childhood programs. This participation is crucial to the success of the training and implementation. The Leadership Team continues to meet regularly after completion of the training to act as the steering committee for implementation of the CA Teaching Pyramid approach, monitor technical assistance and additional training and resource needs, and problem-solve as needed for classroom- or site-specific issues.

Provided by WestEd

WestEd will work with the funder to set-up the initial Leadership Team meeting schedule, facilitate each of the meetings, and provide guidance for the implementation of the resulting plan.

2. Training Towards Authorization for Trainers and Coaches (T4TC)

Phase 1

Training for Trainer Meetings

Identified trainer apprentices will attend a Phase 1 Training for Trainers Institute in the spring.

California Teaching Pyramid Framework

During this institute, the apprentice trainers will gain knowledge about *CA Teaching Pyramid* concepts and practice training on the topics. This will serve as Phase 1 of a two-phase process. During the second phase, (spring of this school year) the apprentice trainers will be the primary trainers for the leaders and apprentice coaches with support from the mentor trainer.

Provided by WestEd
WestEd will supply two mentor trainers to conduct the Training for Trainers (T4T) meetings and supervise Phase 2 of the training. This will be done in person.

Training for Coaches Meetings

Identified coach apprentices will attend a Phase 1 Practice-Based Coaching Institute in the spring. After that Institute, they will provide coaching for one or two classrooms who are receiving the CA Teaching Pyramid training during the 2024-25 school year. They will also attend the module training being done by the apprentice trainers for their Phase 2.

Provided by WestEd
WestEd will supply one mentor coach to conduct the Training for Coaches (T4C) meetings.

Cost
The cost estimate for this Cohort preschool *CA Teaching Pyramid* proposal is outlined below. This is a fixed cost proposal and will be fully billed by 12/24. *Please note: This estimate is based on current information on numbers involved. Prices are subject to change if there are modifications in the scope of work or if the services are not completed during the 2023-24 year.*

Proposed Activity	Cost*
1. **Leadership Development** Leaders will examine policies and procedures, guide the training and technical assistance, and develop an implementation plan. *(in person)* 2. **Training for Trainers and Coaches** **Trainer Apprentices** o **Phase 1 Training for Trainers** ($1200 each) **19 apprentices** • **Training for Trainer Institute** Trainer apprentices will participate in a Training for Trainers Institute which is 6 full days of training. o **Phase 2 Training for Trainers** ($3600 each) **19 apprentices** • **Training of Leaders and Coaches** Trainer apprentices will conduct the full module training for leaders and coaches under the supervision of a WestEd mentor trainer. o **Two mentor trainers for both Phase 1 and Phase 2** • Due to the size of the training cadre, two mentor trainers will deliver the Training for Trainers Phase 1 and Phase 2. This will be in person. **Coach Apprentices** 3. **Phase 1 Institute for Coaches** ($1200 each) **9 apprentices** (Current coaches) o Coach apprentices will participate in the spring Practice-Based Coaching Institute which is 4 full days over one month (half of the time is asynchronous). o They will also attend the training provided by the trainer apprentices.	*$118,800*
• ***CA Teaching Pyramid* Training Binder** o Preschool (English) 19 Binders @ $75 each • **Leadership Team Packets** o 7 Packets @ $10 each	*$1,495*
Total Costs to Funder	**$120,295**

* *Inclusive of trainer time, travel, infrastructure (accounting, secretarial, admin.), and materials*

For more information, please contact Linda Brault, Project Director, at lbrault@wested.org.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-20

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Addendum to Agreement with Pride Staff, Inc.

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Pride Staff, Inc. to utilize as a supplier of temporary fiscal support staffing.

This addendum provides temporary fiscal support staffing for the vacant Business Operations Manager position. The services will include various accounting and analytical duties. This does not replace a classified position. The duties will include, but are not limited to:

- Training and onboarding of new staff
- Planning and performing a variety of complex budget and fiscal simulations, analysis, and calculations
- Initiating, completing, evaluating and validating a variety of reports and financial statements
- Collaborating with leaders and other staff on issues and problems related to the accounting area
- Performing accurate financial and operations audits
- Analyzing financial and budgetary statements
- Researching, analyzing, developing, and maintaining comprehensive statistical data

The original agreement was approved for $9,412 for the period of October 11, 2023, through November 11, 2023. An increase of $54,014 is needed to provide additional support and accounting needs through March 31, 2024. The updated total agreement amount is $63,426.

FINANCIAL SUMMARY: Sufficient funds in the amount of $63,426 are available in the Fiscal Services Budget.

PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

32211
Vendor Number

PrideStaff Inc. | 585 W. Nees Ave, Suite 101, Fresno, CA 93711
Vendor Name | *Address*

559-401-9371 | Amanda Bianco
Phone Number | *Vendor Contact*

From: 10/11/2023 | Through: ~~11/11/2023~~ 3/31/2024 KM KK SS
Term (Duration)

FUSD Contract Administrator:
Kim Kelstrom, Chief Executive | Fiscal Services | 559-457-3534
Name | *Site/Dept* | *Telephone number*

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0708-0890-0000-7200-2420

Annual Cost ~~$ 9,411.60~~ $63,426.00 KM KK (Estimated Amount)
SS

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:
To support the Business Operations Manager in various accounting and analytical duties. This does not replace a classified position. Train and onboard new staff. Plan and perform a variety of complex budget and fiscal simulations, analyses and calculations. Initiate, complete, evaluate and validate a variety of reports and financial statements. Collaborate with leaders and other staff on issues and problems related to the Accounting area. Perform accurate financial and operations audits. Analyze financial and budgetary statements. Research, analyze, develop and maintain comprehensive statistical data.

SS

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: 12/06/2023 KM KK
(Contracts of $15,000.00 or more) NA *Will contract be submitted with Bundled Contracts?* No

Reviewed & approved by Department Head: Kim Kelstrom 10/12/23
Signed *Date*

Reviewed & approved by Cabinet Level Officer: Patrick James (Oct 16, 2023 10:40 PDT) Oct 16, 2023
Signed *Date*

Reviewed & approved by Risk Management: Stacy L. Oct 12, 2023
Signed Stacy L. *Date* Nov 2, 2023

Please return signed agreement back to (name/email) : Jolynn Castro, jolynn.castro@fresnounified.org

Revised 9/20/23

PRIDESTAFF FINANCIAL

Temporary and Temporary-to-Hire Agreement

This agreement ("Agreement") is entered into this 11th day of October 2023 by and between PrideStaff, Inc. ("PrideStaff Financial"), a California corporation, and Fresno Unified School District ("Client"), and sets forth the terms whereby Client agrees to utilize PrideStaff Financial as a supplier for temporary staffing.

AB KR

5 SS

Payment Terms, Bill Rates and Fees

Matthew Rojas is assigned to the position of Accounting Analyst at an hourly service rate of $51.15/hour for ~~1~~ month.

The service rate is payable for all hours worked or other paid time off when required by law. Payment is due within 14 days from invoice date. Client will be notified in advance of rate increases due to changes in minimum wage, insurance or benefit costs, and/or mandatory payroll tax increases.

Temporary associates will be paid premium pay (including overtime, double time, holiday and/or weekend premiums) to the extent required by law. Client agrees to pay the service rate multiplied by the premium rate in effect at the time.

Client's signature or other agreed method of approval of the work time submitted for temporary associates certifies that the documented hours are correct and authorizes PrideStaff Financial to bill Client for those hours. If a portion of any invoice is disputed, Client will pay the undisputed portion.

Conversion Terms

Should Client decide to hire a PrideStaff Financial temporary associate, it is agreed that a conversion fee in the amount of 25% of total estimated gross annual compensation to be earned by the temporary associate during the first twelve (12) months of employment shall be paid to PrideStaff Financial; or, the temporary associate will remain on PrideStaff Financial's payroll for a minimum number of hours required to reach said 25% calculated using hourly service rate minus the temporary associate's hourly pay/payroll burden, unless an alternative written agreement is put in place with PrideStaff Financial. This fee will be applicable for a period of twelve (12) months following the completion date of the assignment, or twelve (12) months following the date of the temporary associate referral if no temporary work took place.

Client Duties and Responsibilities

Client agrees it is responsible for its business operations, products, services, and intellectual property. Client will properly supervise, control and safeguard its premises, processes, equipment and systems, and will not permit temporary associates to work outside the scope of their approved job duties, operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without PrideStaff Financial's express prior written approval. Client further agrees to comply with all applicable federal, state and local laws (including, but not limited to compliance with federal and state biometric privacy laws such as the Illinois Biometric Information Privacy Act ("BIPA"), Texas Bus. & Com. § 503.001, Washington Rev. Code § 19.35, and N.Y. Lab. Law § 201-A) applicable to users of temporary staffing services including, but not limited to, those relating to equal opportunity, timekeeping, personal privacy, fingerprinting, use of any purported biometric technology, leaves of absence, providing meal and rest periods, disability accommodation and workplace safety (e.g. OSHA). Client will provide temporary associates with a safe work site and will provide safety training relating to the use of personal protective equipment, hazard communication, and site-specific certifications, as required by law. Client will immediately notify PrideStaff Financial of any work-related injury to a PrideStaff Financial temporary associate, will exclude PrideStaff Financial temporary associates from Client's benefit plans, policies and practices, and will not make any offer or promise relating to temporary associate compensation or benefits.

Client also agrees PrideStaff Financial shall have the right to: physically inspect the work site and work processes to assess potential workplace site hazards; conduct post-accident/incident investigations; obtain relevant Client safety and training records upon request; review, either unilaterally or in coordination with Client, temporary associate work performance issues; and enforce PrideStaff Financial's employment policies relating to temporary associate conduct at the worksite.

Client accepts full responsibility for any bodily injury (except for workers' compensation claims filed by PrideStaff Financial temporary associates), property damage, fire, theft, collision, or public liability claims that result from the use of motorized equipment or vehicles by a PrideStaff Financial temporary associate. Client shall defend, indemnify and hold PrideStaff Financial harmless from any claims unless directly caused by the willful misconduct of a PrideStaff Financial temporary associate. Client further agrees that it shall maintain insurance for any equipment/vehicles that might be operated by a PrideStaff Financial temporary associate in accordance with all applicable financial responsibility laws and is not less than $500,000 for personal injury and property damage. The insurance provided by Client will be primary over any other collectible insurance available to PrideStaff Financial or its temporary associates.

Client agrees to notify PrideStaff Financial before allowing any temporary associate to perform work pursuant to a government contract, collective bargaining agreement or that requires payment of a prevailing wage.

PrideStaff Financial Duties and Responsibilities

PrideStaff Financial agrees it will recruit, screen, interview, hire and assign temporary associates to perform services for Client under Client's supervision. PrideStaff Financial will pay assigned temporary associate wages and benefits that PrideStaff Financial offers to them in accordance with applicable law, withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits, and handle unemployment and workers' compensation claims involving its temporary associates. PrideStaff Financial further agrees to comply with all applicable federal, state and local employment and equal employment opportunity laws, including the Affordable Care Act's "shared responsibility" and "minimum essential coverage" requirements.

PrideStaff Financial typically conducts a minimum of two reference checks and conducts a background check for our own purposes. At Client's written request, PrideStaff Financial will also conduct criminal and/or other background checks for temporary associates in accordance with Client requirements as follows:

Background Check: Included $___
Drug Screen: Included $___
Other Requirements: _____ $_____
Other Requirements: _____ $_____

Regardless of whether Client has relied upon PrideStaff Financial's assistance in coordinating background checks, Client expressly acknowledges and assumes any and all risks of its hiring decisions based upon information provided on the temporary associate's background and prior work history.

Indemnification and Limitation of Liability

Except as otherwise provided in this Agreement, PrideStaff Financial will defend, indemnify, and hold Client and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by PrideStaff Financial's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of PrideStaff Financial or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Except as otherwise provided in this Agreement, Client will defend, indemnify, and hold PrideStaff Financial and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities. If temporary associates are transferred to PrideStaff Financial from another staffing agency or entity, Client further agrees to defend, indemnify and hold PrideStaff Financial harmless from any liability, claims, losses, damages, or expenses related to other agency agreements with Client.

Neither party shall be liable to the other for any amount in excess of the fees owed or paid by Client in the twelve (12) month period immediately preceding the event giving rise to the liability.

Miscellaneous

This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of the Agreement. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Client	PrideStaff Financial
Patrick Jensen (Oct 16, 2023 10:43 PDT)	Amanda Bianco
Signature	Signature
Patrick Jensen	Amanda Bianco 11/1/23
Printed Name	Printed Name
Chief Financial Officer	Staffing Consultant
Title	Title
Oct 16, 2023	10-11-2023
Date	Date

Approved As To Form

Oct 12, 2023

Stacey Sandoval, Executive Director
Risk Management

Nov 2, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-21

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Amendment to the Agreement with Delta Dental of California

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Delta Dental of California. Delta Dental of California currently provides dental care services for the district's eligible active employees, retirees, and their respective dependents. The Delta Dental group coverage plan provides for an extensive panel of dental providers throughout the United States, including California as part of its Preferred Provider Organization network. The dental plan services through Delta Dental are accessed using a self-funded model with the district responsible for all claim costs incurred, plus an administrative fee.

The Joint Health Management Board (JHMB) approved plan enhancements through the strategic plan modeling. The first enhancement is the adoption of an Incentive PPO dental plan to replace the existing PPO dental plan. The incentive plan increases the benefit 10% for most dental services each year if the member receives dental services in the year or decreases the benefit 10% if they do not. Incentive benefits range between 70% and 100%. The incentive design should encourage members to see the dentist at least once per year. Those members who are covered by the plan as of December 31, 2023, will be grandfathered at the 100% benefit level. The incentive plan provides the same benefit regardless of whether the member uses a PPO network, Premier network, or non-network dentist, which should ease concerns about access to dentists. The second enhancement is the addition of orthodontia benefits, including Invisalign, for all employees, retirees, and their dependents with a maximum $2,500 lifetime benefit. The combination of those two enhancements is estimated to increase the plan's cost by $1,633,000 per year.

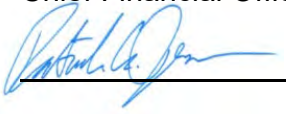
The renewal agreement is for 33 months, effective January 01, 2024, and through September 30, 2026. The estimated annual claims cost for Delta Dental services is $10,381,000. The administrative fee for this agreement will remain fixed at the current rate of 5.75% of annual claim costs and is subject to annual review. The estimated annual administrative fee is $600,000. There is also a processing fee to be part of Delta Dental for all coalition members which is $0.18 per member per month with an annual amount of about $23,000. The plan enhancements will bring the total costs to about $11,004,000 annually. These dental care services are in alignment with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active employees, retirees, and their dependents.

FINANCIAL SUMMARY: Sufficient funds in the amount of $11,004,000 are available in the Health Internal Service Fund.

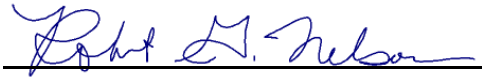
PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer



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



FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number

Delta Dental of California — **Vendor Name**

560 Mission Street, Suite 1300, San Francisco, CA 94105 — *Address*

415-972-8300 — *Phone Number*

Vendor Contact

From: ~~10/1/2023~~ 1/1/2024 **Through:** 9/30/2026

Term (Duration)

FUSD Contract Administrator:

Steven Shubin — *Name*

Risk & Benefits Management — *Site/ Dept*

559-457-3539 — *telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 670-0841-0880-0000-6000-5899

Annual Cost $ ~~9,274,000.00~~ $11,004,000.00 (Contract will not be authorized to exceed this amount w/o BOE approv ☑

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:

Agreement to provide access to Delta Dental network of Dentists for the district's cligible active employees, retirees, and their respective dependents.

**Enhanced Services are now being provided to cover all Orthodontia Services.

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:** ~~09/27/2023~~ 12/06/2023 *(Contracts of $15,000.00 or more)* ***Will contract be submitted with Bundled Contracts?*** No

Reviewed & approved by **Cabinet Level Officer:** *Signed* — 9/11/2023 *Date*

Reviewed & approved by **Risk Management** *Signed* — 8/30/2023 *Date*

Reviewed & approved by **Department Head** *Signed* — Aug 22, 2023 *Date*

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

Revised 3/22/23

DELTA DENTAL OF CALIFORNIA

(A Not-for-Profit Corporation Incorporated in California and a Member of the Delta Dental Plans Association)

Home Office: 560 Mission Street, Suite 1300, San Francisco, California 94105
(Herein referred to as "Delta Dental")
415-972-8300

Group Number 00697

IN CONSIDERATION of the application made by FRESNO UNIFIED SCHOOL DISTRICT, referred to in this Contract as "the Contractholder," and IN CONSIDERATION of payments by the Contractholder as stated in Article 3, Delta Dental agrees to provide the Benefits in Article 4 for a period of 36 months, beginning at 12:01 a.m., Standard Time, on the Effective Date, January 1, 2024, and expiring September 30, 2026, unless this Contract is terminated in accordance with Article 9. This Contract shall not renew without the express written consent of the Parties.

The following documents are attached to this Contract and made a part hereof:

Appendix A Data Sharing
Appendix B Current Dental Terminology
Appendix C Orthodontic Benefit Rider

This Contract contains the following Articles:

Article 1 Definitions
Article 2 Eligibility
Article 3 Payments
Article 4 Benefits Provided; Limitations and Exclusions
Article 5 Maximum Amount
Article 6 Coordination of Benefits
Article 7 Conditions Under Which Delta Dental Will Provide Benefits
Article 8 Other Delta Dental Obligations
Article 9 Termination and Renewal
Article 10 Continued Coverage Option
Article 11 General Provisions

ARTICLE 1 – DEFINITIONS

These terms, when used in this Contract, mean the following:

1.1 **Administrator** - a third party entity designated by Delta Dental to perform administrative functions described throughout this Contract, including, but not limited to, the collection of dues and eligibility.

1.2 **Benefits** - those dental services that are available under the terms of this Contract as set out in Article 4.

1.3 **CPHCC** – California Purchasers Health Care Coalition.

1.4 **Contract** - this agreement between Delta Dental and the Contractholder including the attached appendices. This Contract is the entire Contract between the parties.

1.5 **Contract Term** - the period beginning on the Effective Date, and ending on September 30, 2026, and each subsequent yearly period during which this Contract remains in effect.

1.6 **Delta Dental PPO(SM) Dentist** - a Dentist with whom Delta Dental has a written agreement to provide services at the in-network level for Enrollees in this Delta Dental PPO Plan.

1.7 **Delta Dental PPO Dentist's Fee** - the fee that a Delta Dental PPO Dentist has contractually agreed with Delta Dental to accept for treating Enrollees under this plan, or the Fee Actually Charged, whichever is less, for a Single Procedure.

1.8 **Delta Dental PPO Dentist's Prevailing Fee** - the fee for a Single Procedure that satisfies the majority of Delta Dental PPO Dentists, as determined by Delta Dental based upon confidential fee listing accepted by Delta Dental from Delta Dental PPO Dentists.

1.9 **Delta Dental Dentist** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.

1.10 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.

1.11 **Dependent** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.

1.12 **Eligibility Date** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract.

1.13 **Enrollee** - a Primary Enrollee or a Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta Dental receives the appropriate monthly payment as set out in Article 3.

1.14 **Enrollee Copayment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.

1.15 **Fee Actually Charged** - the fee for a particular dental service or procedure that a Dentist submits to Delta Dental on a claim form, less any portion of such fee that is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.

1.16 **Participating Plan** - Delta Dental and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist it in administering the Benefits of this Contract.

1.17 **Prevailing Fee** – an allowance determined by Delta Dental and/or a Participating Plan for services provided by a dentist who is not a Delta Dental Dentist.

1.18 **Primary Enrollee** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.

1.19 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.

1.20 **Single Procedure** – a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Current Dental Terminology (CDT). Many CDT codes are listed in Appendix B of this Contract.

For a Dentist who has signed a Delta Dental Dentist Agreement with Delta Dental of California, his or her "Usual, Customary and Reasonable Fee" for any Single Procedure is the fee that the Dentist has filed with Delta Dental and which Delta Dental has accepted. For these Dentists, the words "Usual, Customary and Reasonable" means the following:

Usual - the amount which a Dentist regularly charges and receives for a given service. If the Dentist charges more than one fee for a given service, the "usual" fee for that service is the lowest fee which the Dentist regularly charges or offers to Enrollees.

Customary - the fee is within the range of usual fees charged and received for a particular service by Dentists of similar training in the same geographic area that Delta Dental determines is statistically relevant.

Reasonable - a fee schedule is reasonable if it is "usual" and "customary." Additionally, a specific fee to a specific Enrollee is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty, of the case in question.

ARTICLE 2 – ELIGIBILITY

2.1 Every Primary Enrollee or Dependent who meet the eligibility criteria established by the Contractholder shall be considered an "Enrollee," provided, however, that Delta Dental shall not be obligated to provide Benefits for any Primary Enrollee or his or her Dependents, unless the Primary Enrollee is reported upon the list of Primary Enrollees submitted pursuant to paragraph 2.6 of this Contract (or any revision or correction of such list), and the appropriate payment is made pursuant to Article 3 of this Contract, for the month(s) in which covered dental services were provided.

Primary Enrollees shall become eligible on the 1st day of the month following the month in which their employment or service begins.

Children may enroll for coverage as the dependent children of only one Primary Enrollee.

A Primary Enrollee may not enroll for coverage as a Dependent.

In the event both spouses are Primary Enrollees, neither may enroll as the dependent of the other.

Necessary modifications showing newly added Primary Enrollees or deleting Primary Enrollees who are no longer eligible shall be made to the list of Primary Enrollees and submitted to Delta Dental by the Contractholder on or before the tenth day of each month; provided, however, that no Primary Enrollee shall be deleted from the list unless his employment or service with the Contractholder has terminated. Employment or service shall not be considered terminated if the Primary Enrollee is employed for less than a full year but is expected to return to his employment the following school year.

2.2 Dependents are the Primary Enrollee's legal spouse or domestic partner and dependent children from birth to age 26. Children who may be covered are defined by Contractholder. The Dependents of Primary Enrollees are eligible to enroll on the same date that the Primary Enrollee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired Dependents become Dependents as soon as they acquire dependent status.

Domestic partners are defined as same or opposite sex partners who are both at least 18 years of age. You may be required to provide your employer with a copy of the Declaration of Domestic Partnership registered with the Secretary of State of the State of California.

A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this Contract.

2.3 A dependent child may continue eligibility if:

a) He or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition as defined by the Contractholder;

b) He or she is unmarried or not in a domestic partnership;

c) He or she is dependent on the eligible employee for support; and

d) Meets the definition and requirements established by the Contractholder.

2.4 Dependent spouses and domestic partners in military service are not eligible.

2.5 Every Primary Enrollee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta Dental will not provide Benefits for any Primary Enrollee or his or her Dependents unless (1) the Primary Enrollee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payment is made as required by Article 3 of this Contract, for the month(s) in which Delta Dental provides covered dental services.

2.6 The Contractholder will compile and furnish Delta Dental with a list of all enrolled Primary Enrollees, showing their Enrollee ID numbers, the dates of hire, and, if applicable, division codes. The Contractholder also agrees to include in the list all persons electing continued coverage under Article 10, showing their federally assigned Enrollee ID numbers and dates of election.

Data Reporting: Delta Dental agrees to prepare, maintain, and provide to Districts' agents, including their authorized data aggregator and its agents, reports and data that substantiates invoices, substantiates compliance with performance measurements and as necessary to fulfill its obligations under this Agreement.

2.7 If the eligibility list has not arrived or been processed for the current month, Delta Dental will extend the prior month's eligibility list to process claims for the current month. The extension of the eligibility list does not waive in any way the requirement that the Contractholder provide an eligibility list to Delta Dental each month. The Contractholder shall pay, as set forth in Article 3, all amounts applicable for Primary Enrollees reported in the extended eligibility list.

2.8 Primary Enrollees who were eligible when regularly employed and who are on an approved leave of absence have the option of continuing their eligibility. Contractholder will define who is eligible based on their employment documents and collective bargaining agreements. The Contractholder's payment for those on leave will be provided as part of the Contractholder's normal payment practices and the Contractholder will continue to include such Primary Enrollee in the list of Primary Enrollees.

2.9 A Primary Enrollee's eligibility ends on the last day of the month in which his or her full-time employment ends, unless they choose to continue coverage under Article 10. A Dependent's eligibility ends along with the Primary Enrollee's, or sooner if the Dependent loses his or her dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

ARTICLE 3 – PAYMENTS

3.1 Delta Dental will transmit a weekly invoice summarizing claims paid and administration charges. The weekly invoice will be transmitted by fax or e-mail to the Contractholders designated representative, CPHCC. CPHCC will initiate an electronic fund transfer to Delta Dental's bank account on behalf of the Contractholder within three business days of receiving the weekly invoice.

The Contractholder agrees to pay Delta Dental 5.75% of claims paid per week to compensate Delta Dental for its administration of the dental plan.

3.2 The amount payable for each person electing continued coverage as provided in Article 10 for himself or herself will be the same as those for a single Primary Enrollee. The amounts payable for a person who also elects continued coverage for his or her Dependents will be the same as those for a Primary Enrollee with the same number of Dependents.

3.3 If during a Contract Term any new or increased tax or assessment is imposed on the amounts payable to, or by, Delta Dental under the contract with CPHCC or any immediately preceding contract between the parties, the amount stated in paragraph 3.1 will be increased by the amount of any such new or increased taxes or assessments by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

3.4 Delta Dental may change the amounts due charge whenever the Contract is amended or whenever the Contractholder requests a change in Benefits, eligibility or when due to a state and/or federally mandated change. Any change in amounts due shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing (except as provided in paragraphs 3.3 and 3.4, or a state and/or federally mandated change).

3.5 Administration and eligibility may be adjusted retroactively by Delta Dental or the Contractholder, but such adjustments are limited to the three-month period prior to the most current month for which the Contractholder provides eligibility data.

ARTICLE 4 - BENEFITS PROVIDED; LIMITATIONS AND EXCLUSIONS

4.1 Subject to the limitations and exclusions set forth below, the following services are Benefits when they are provided by a Dentist and when they are necessary and customary as determined by the standards of generally accepted dental practice.

4.2 Delta Dental shall pay or otherwise discharge the Applicable Percentage of the Dentist's Usual, Customary and Reasonable fees or of the Fee Actually Charged, whichever is less, for the Basic Benefits listed below. During the first calendar year of an Enrollee's eligibility, the Applicable Percentage for Basic Benefits shall be 70%. Provided the Enrollee has utilized the plan during the calendar year in which the Applicable Percentage was 70%, the Applicable Percentage for Basic Benefits shall be increased to 80% for care provided during the next succeeding calendar year of eligibility; and the Applicable Percentage for Basic Benefits shall increase to 90% in the calendar year succeeding a period in which the Applicable Percentage was 80% and the Applicable Percentage for Basic Benefits shall increase to 100% in the calendar year succeeding a period in which the Applicable Percentage was 90%. In this incentive plan, Delta Dental pays 70% of the PPO contract allowance for covered diagnostic, preventive and basic services and 70% of the PPO contract allowance for major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, there will be a 10% decrease from the level attained the previous year. If an Enrollee loses eligibility, the Applicable Percentage for Basic Benefits provided during any subsequent period of eligibility shall commence at 70%.

Diagnostic - oral examinations
x-rays
diagnostic casts
examination of biopsied tissue
palliative (emergency) treatment of dental pain
specialist consultation

Preventive - prophylaxis (cleaning)
topical application of fluoride solution
space maintainers

Oral Surgery - extractions and certain other surgical procedures, including pre- and post-operative care

Restorative - amalgam, silicate or composite (resin) restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)

Endodontic - treatment of the tooth pulp

Periodontic - treatment of gums and bones supporting teeth

Crowns, Inlays,
Onlays and Cast
Restorations - treatment of carious lesions (visible destructions of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, synthetic porcelain or plastic restorations

Sealants - topically-applied acrylic, plastic, or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay

Adjunctive General Services - general anesthesia; I.V. sedation; office visit for observation; office visit after regularly scheduled hours; therapeutic drug injection; treatment of post-surgical complications (unusual circumstances); occlusal adjustment, limited

4.3 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary, and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fee for the construction or repair of fixed bridges, partial or complete dentures to replace missing, natural teeth.

4.4 IMPLANT BENEFITS. Delta Dental will pay or otherwise discharge 50% of Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fee for prosthetic appliances placed into or on bone or the maxilla or mandible (upper or lower jaw) to retain or support dental prosthesis including endosseous, transosseus, subperiosteal, and endodontic implants, implant connecting bars, implant repairs and implant removal.

4.5 DENTAL ACCIDENT BENEFITS. Delta Dental shall pay or otherwise discharge 100% of the Dentist's Usual, Customary and Reasonable fees or of the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Dental Accident Benefits:

Services described under Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays, Cast Restorations, and Prosthodontic Benefits, and subject to all the conditions, limitations, and exclusions applicable thereto, when provided for conditions caused directly or independently of all other causes, by external, violent and accidental means.

4.6 ORTHODONTIC BENEFITS. Delta Dental agrees to provide Orthodontic Benefits in accordance with the Orthodontic Benefits rider attached hereto as Appendix C.

4.7 **LIMITATIONS**:

(a) An oral examination is a Benefit only twice in a calendar year while the patient is an Enrollee under any Delta Dental plan.

(b) Delta Dental pays for full-mouth x-rays only after three years have elapsed since any prior set of full-mouth x-rays was provided under any Delta Dental plan.

(c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in a calendar year while the patient is an Enrollee under any Delta Dental plan.

(d) A prophylaxis (cleaning) or Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan.

Routine prophylaxes are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Basic Benefit.

(e) Periodontal limitations:
a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy.
b) Periodontal surgery in the same quadrant is limited to once in every 36month period and includes any surgical re-entry or scaling and root planing.

c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.

(f) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan.

(g) Sealant Benefits are limited to eligible dependent children under age 14. Sealant Benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations and with the occlusal surface intact. Sealant Benefits do not include the repair or replacement of a sealant on a tooth within three years of its application.

(h) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while the patient is an Enrollee under any Delta Dental plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.

(i) Prosthodontic appliances and implants that were provided under any Delta Dental plan will be replaced only after five years have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing fixed bridge, partial denture or complete denture cannot be made satisfactory. Replacement of a prosthodontic appliance or implant supported prosthesis not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory. Implant removal is limited to one for each tooth during the Enrollee's lifetime whether provided under a Delta Dental or any other dental care plan.

(j) Delta Dental will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.

(k) Dental Accident Benefits shall be limited to services provided to an Enrollee within 180 days following the date of the accident, and shall not include any services for conditions caused by an accident occurring before the Enrollee's eligibility date.

(l) If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the Enrollee is responsible for the remainder of the Dentist's fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.

(m) Filling is limited to once per surface, per tooth within a 24-month period.

(n) Extraction of an erupted tooth or exposed root is limited to once per tooth per lifetime.

(o) Extraction of an erupted tooth with bone removal is limited to once per tooth per lifetime.

(p) Root canal is limited to once per tooth within a 12-month period.

(q) Covered implant procedures are not benefits unless the dentist requests and receives predetermination from Delta Dental. A second opinion may be required from a dentist and at a location selected by Delta Dental before predetermination will be granted.

(r) Replacement implants are Benefits only following a five year period after installation of an original implant provided under any Delta Dental plan.

4.8 **EXCLUSIONS - The following services are not Benefits:**

(a) Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws.

(b) Services which are provided to the Enrollee by any, Federal or State Government Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except as provided in California Health and Safety Code Section 1373(a).

(c) Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and is not a covered Benefit.

(d) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper or lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth).

(e) Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.

(f) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.

(g) Prescribed or applied therapeutic drugs, premedication or analgesia.

(h) Experimental procedures.

(i) All hospital costs and any additional fees charged by the Dentist for hospital treatment.

(j) Charges for anesthesia, other than general anesthesia administered by a licensed Dentist in connection with covered Oral Surgery services.

(k) Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).

(l) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.

(m) Replacement of existing restorations for any purposes other than active tooth decay.

(n) Intravenous sedation, occlusal guards and complete occlusal adjustment.

4.9 An agreement between the Contractholder and Delta Dental is required to change Benefits during a Contract Term.

ARTICLE 5 – MAXIMUM AMOUNT

5.1 *For services provided by a Delta Dental PPO Dentist or Delta Dental Premier Dentist:* The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is $2,500.

For services provided by a non-Delta Dental Dentist: The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is $1,500.

5.2 The maximum amount Delta Dental will pay for Dental Accident Benefits provided to any one person in a calendar year is $1,000.

5.3 The maximum amount Delta Dental will pay for Implant Benefits provided to any one person in a calendar year is $1,000.

ARTICLE 6 – COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is "primary" under the rules described below, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (California Health and Safety Code 1374.19 (2007).

6.2 If the other plan mainly covers services or expenses other than dental care, this plan is "primary." Otherwise, Delta Dental will use the following rules to determine which plan is "primary":

(a) The plan that covers the person as other than a Dependent is primary over the plan that covers the person as a Dependent, with the following exception:

If the person is also a Medicare Beneficiary and Medicare is:

(i) secondary to the plan covering the person as a Dependent; and

(ii) primary to the plan covering the person as other than a Dependent (for example, a retired employee),

then the Benefits of the plan covering the person as a Dependent are determined before the Benefits of the plan covering the person as other than a Dependent.

(b) The plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a Dependent child whose parents are separated or divorced as described in (c) below).

(c) In the case of a Dependent child whose parents are legally separated or divorced:

(i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the parent without custody.

(ii) If the parent with custody has remarried, the plan which covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the step-parent, and the plan which covers the child as a Dependent of the step-parent is primary over the policy or plan which covers the child as a Dependent of the parent without custody.

(iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this plan, then notwithstanding (i) and (ii), the plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other plan which covers the child.

6.3 The Benefits of a plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other plan covering such person as an employee.

6.4 If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one plan, Benefits order shall be determined as follows:

(a) The Benefits of the plan covering the person as an employee or Dependent shall be primary.

(b) The Benefits under continuation coverage shall be secondary.

6.5 If the primary plan cannot be determined by the rules described in this Article 6, the plan that has covered the person longer shall be primary.

6.6 An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dental Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

ARTICLE 7 – CONDITIONS UNDER WHICH DELTA DENTAL WILL PROVIDE BENEFITS

7.1 Benefits, unless otherwise provided in Article 4, are available from the Eligibility Date of an Enrollee.

7.2 An Enrollee may choose the services of any licensed Dentist, but neither Delta Dental nor the Contractholder guarantees the availability of any particular Dentist.

7.3 Before Delta Dental is obligated to approve and/or satisfy any claims under this Contract, Delta Dental is entitled to receive, to such extent as is lawful, such information and records relating to attendance to or examination of or treatment provided to an Enrollee from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, as may be required in the administration of such claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his or her community or residence. Delta Dental agrees in every case to hold such information and records as confidential.

7.4 The process Delta Dental uses to determine or deny payment for services are distributed to all Delta Dental Dentists. They describe in detail the dental procedures covered as Benefits, the conditions under which coverage is provided and the limitations and exclusions applicable to the plan. Claims are reviewed for eligibility and are paid according to these processing policies.

Those claims that require additional review are evaluated by Delta Dental's Dentist consultants. If any claims are not covered or if limitations or exclusions apply to services the Enrollee has received by a Delta Dental Dentist, the Enrollee will be notified by an adjustment notice on the Notice of Payment or Action. The Enrollee may contact Delta Dental's Customer Service Department for more information regarding Delta Dental's processing policies.

7.5 Second Opinions. Delta Dental reserves the right to obtain second opinions through regional consultant members of its quality review committee. This committee conducts clinical examinations, prepares objective reports of dental conditions, and evaluates treatment that is proposed or has been proposed.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a predetermination of treatment cost by a Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the regional consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a regional consultant Delta Dental will pay for all charges.

The Enrollee may otherwise obtain second opinions about treatment from any Dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

7.6 For services provided by a Dentist who is not a Delta Dental PPO Dentist or a Delta Dental Dentist, Delta Dental will not pay more than the lesser of the fees entered on the claim reporting such services to Delta Dental or the Prevailing Fee, multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim from the Enrollee, Delta Dental will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim form, reduced by the portion discounted, waived, rebated or not collected, or (2) the Prevailing Fee, reduced by the portion discounted, waived, rebated or not collected.

7.7 Delta Dental will pay a Delta Dental Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dental Dentists provide that, in the event Delta Dental fails to pay the Dentist, the Enrollee will not owe the dentist for any sums owed by Delta Dental.

7.8 Delta Dental will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dental Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta Dental will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the State of California. In the event Delta Dental fails to pay the Dentist who has not contracted with Delta Dental as a Delta Dental Dentist, the Enrollee may be liable to the dentist for the cost of the service.

7.9 Delta Dental is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dental Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta Dental, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.

7.10 Delta Dental, with the assistance of Participating Plans, will give each Delta Dental Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) must be submitted to Delta Dental.

7.11 If you have any questions about the services received from a Delta Dental Dentist, we recommend that you first discuss the matter with your Dentist. If you continue to have concerns, you may call or write us. We will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between you and your group. If you have any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, you may call us tollfree at **888-335-8227** contact us on our website at: deltadentalins.com or write us at P.O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If your claim has been denied or modified, you may file a request for review (a grievance) with us within 180 days after receipt of the denial or modification. If in writing, the correspondence must include your group name and number, the Primary Enrollee's name and ID number, the inquirer's telephone number and any additional information that would support the claim for benefits. Your correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, we will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Our review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of our regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Our review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and we will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, we shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

We will provide the Enrollee a written acknowledgement within five calendar days of receipt of the request for review. We will make a written decision within 30 calendar days of receipt of the request for review. We will respond, within three calendar days of receipt, to complaints involving severe pain and imminent and serious threat to an Enrollee's health. You may request copies free of charge of the relevant information used in our review.

EXTERNAL REVIEW

If your grievance has been denied on review, or if we fail to respond to your request for review within 60 days, you, or someone you name to act on your behalf, are entitled to request an independent external review of our decision. Generally, only claims denied due to a lack of medical necessity or an experimental investigational determination are eligible for external review. If you request an external review, the U.S. Department of Health and Human Services (HHS) will review our decision and provide you with a written determination.

You have the right to submit additional information that you feel is relevant to the external review at the address listed below. Any additional information you provide will be submitted by HHS to Delta Dental for reconsideration.

To file an external review, please send a written request (including your contact information, the denied claim information, and your reason for requesting a review) by email to DisputedClaim@opm.gov; by fax to 202-606-0036; or by mail to P.O. Box 791, Washington, DC 20044. Requests must be filed within four (4) months of the date of our review determination. Please keep a copy of all correspondence you send to HHS.

7.12 The Benefits that Delta Dental provides are limited to the applicable percentages of the Dentist's fees or allowances specified in Article 4. The Contractholder requires the Enrollee to pay the balance of any such fee or Allowance, known as the "Enrollee Copayment," as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Dentist discounts, waives or rebates any portion of the Enrollee Copayment to the Enrollee, Delta Dental only provides as Benefits the Dentist's fees or allowances reduced by the amount that such fees or allowances are discounted, waived or rebated.

ARTICLE 8 – OTHER DELTA DENTAL OBLIGATIONS

8.1 Delta Dental shall encourage Delta Dental Dentists to submit a standardized claim form before providing service, showing the Enrollee's dental needs and the treatment necessary in the professional judgment of the Dentist.

Delta Dental shall predetermine, from the claim form and other data, what would be payable by Delta Dental and an Enrollee for the proposed service under the terms of this plan as of the date of predetermination.

Such predetermination shall not constitute a guaranty or authorization of Benefits under this Contract, and any actual payment by Delta Dental will depend upon the Enrollee's eligibility and remaining annual maximum when completed services are reported to Delta Dental.

Delta Dental shall advise Delta Dental Dentists to notify the Enrollee of all information provided by Delta Dental in the predetermination.

8.2 A Dentist may file a statement before treatment, showing the services to be provided to an Enrollee. Delta Dental will predetermine the amount of Benefits payable under this Contract for the listed services. A predetermination will become invalid at the end of the Contract Term or the date the Enrollee's eligibility ends.

8.3 Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Delta Dental shall not be obligated to recover claims paid to a Dentist as a result of Contractholder's retroactive eligibility adjustments to eligibility reports. The Contractholder agrees to reimburse Delta Dental for any erroneous claims payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

8.4 Delta Dental will provide professional review of the adequacy of service provided by Delta Dental Dentists.

8.5 Delta Dental, with the assistance of a Participating Plan, agrees to furnish to the Contractholder on the effective date, and at reasonable times thereafter, a directory of Delta Dental Dentists and Delta Dental PPO Dentists who have agreed to provide the services described in this Contract. It is understood that the Dentists listed in that directory may change from time to time and Delta Dental reserves the right to update the directory without prior notice to the Contractholder.

However, Delta Dental agrees to give notice to the Contractholder within a reasonable time of any Delta Dental Dentist's termination or breach of Contract, or inability to perform, which will materially and adversely affect the Contractholder. Current information concerning the Delta Dental Dentist status of any Dentist may be obtained by telephoning the Delta Dental Customer Service Department at 888-335-8227. The Dentists providing or contracting to provide dental services under this Contract are solely responsible for those dental services, and in no case will Delta Dental or the Contractholder be liable for any act or omission by such Dentists, their agents or employees.

8.6 Delta Dental shall furnish CPHCC weekly accountings showing the amount of Dentists' statements paid or discharged during the preceding week and the amount payable for administration (pursuant to paragraph 3.1 of the Contract). Delta Dental may render interim accountings at any time, if it has insufficient funds on hand to pay Dentists' statements and may suspend payments of such statements until the funds are received. Delta Dental shall in no event be obligated to pay for or provide Benefits except out of funds paid by CPHCC.

8.7 Delta Dental shall return to the Contractholder after the end of the Contract Term monies remaining, if any, after payment or other discharge of current bills for services. For purposes of computations of amounts payable hereunder, amounts, if any, withheld from payments to Delta Dental Dentists by Delta Dental for its reserves, research or other purposes deemed proper by the governing board of Delta Dental will be deemed to have been paid to Delta Dental in discharge of claims of such Dentists.

ARTICLE 9 – TERMINATION AND RENEWAL

9.1 This Contract may be terminated for the following causes:

(a) By Delta Dental, if the Contractholder fails (1) to give Delta Dental a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder's records as called for under Article 2, or (3) to pay the amounts charged in the manner required in Article 3, provided the Contractholder has been duly notified of such failure and at least 15 days have elapsed since the date of notification.

(b) By the Contractholder, for any reason.

9.2 If Delta Dental terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta Dental is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta Dental for the full amount of all Dentist's Statements paid or otherwise discharged by Delta Dental pursuant to this Contract, including claims discharged by Delta Dental pursuant

to this paragraph, plus 5.75% if such amount as provided in paragraph 3.1, less amounts actually paid by the Contractholder to Delta Dental.

9.3 A party choosing to terminate this Contract at the end of a Contract Term or at any time without cause must give at least 60 days written notice of termination to the other party. If Delta Dental wants to change the administration or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 60 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.

9.4 If this Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract.

Contractholder may contract with Delta Dental to pay run-out claims received after the contract termination date and the fee will be 5.75% of paid claims.

9.5 All Benefits end for all Enrollees, when this Contract ends, and Delta Dental will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.

9.6 Delta Dental must notify the Contractholder in writing of any termination by Delta Dental under paragraph 9.1, and the Contractholder shall promptly provide notice to enrollees via the district's Joint Health Management Board (JHMB) website, e-mail blasts and publication in the JHMB newsletter Health connection and provide Delta Dental with proof of such notification.

9.7 Notwithstanding the expiration or termination of this Contract for any reason (a) any provision of this Contract that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Contract, including without limitation, the rights and duties under Paragraphs 11.10, 11.11, 11.12, and 11.13; and (b) all undisputed fees due and payable hereunder through the termination date.

9.8 Transfer of Data. Following termination of the Agreement Delta Dental shall transfer all the Contractholder and participant data necessary to administer the dental benefit to the successor dental network provider. Such data shall be transferred to the successor dental network provider 60 days prior to the effective date of termination. If the data transfer described in this Paragraph 9.9 is not completed by the deadline Delta Dental shall pay a late fee of $500 per day each day until the data is provided.

ARTICLE 10 – OPTIONAL CONTINUATION OF COVERAGE (COBRA)

10.1 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) requires that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." Enrollees may be entitled to continue coverage under this plan, *at the Qualified Beneficiary's expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event.

10.2 DEFINITIONS

The meaning of key terms used in this Article are shown below and apply to federal.

Qualified Beneficiary means:

1. Enrollees who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or

2. A child who is born to or placed for adoption with the Primary Enrollee during the period of continued coverage, provided such child is enrolled within 30 days of birth or placement for adoption.

Qualifying Event means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

Event 1: The termination of employment (other than termination for gross misconduct), or the reduction in work hours, by the Primary Enrollee's employer;

Event 2: The death of the Primary Enrollee;

Event 3: Divorce or legal separation from the Primary Enrollee, or dissolution of qualified domestic partnership;

Event 4: A Dependent child ceasing to meet the description of Dependent child;

Event 5: As to Dependents only, a Primary Enrollee becoming entitled to Medicare.

10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence Qualifying Event 1.

This 18-month period can be extended for a total of 29 months, provided:

1. A determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and

2. Notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify the employer/administrator within 30 days of any such determination.

If, during the 18-month continuation period resulting from Qualifying Event 1, the Primary Enrollee's Dependents experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

The Primary Enrollee's Dependents may continue coverage for 36 months following the month in which Qualifying Events 2, 3, 4 or 5 occur.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their Dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's Dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

10.4 ELECTION OF CONTINUED COVERAGE

The Primary Enrollee's employer shall notify Delta Dental in writing within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer or the administrator in writing within 60 days of Qualifying Events 2, 3, 4 or 5, or within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer or the administrator will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer or the administrator written notice of the election to continue coverage. Failure to provide this written notice of election to the employer or the administrator within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial Premium to his or her employer or the administrator, which includes the Premium for each month since the loss of coverage. Failure to pay the required Premium within the 45 days will result in loss of the right to continued coverage, and any Premiums received after that date will be returned to the Qualified Beneficiary.

10.5 CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

10.6 TERMINATOIN OF COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occur:

1. The allowable number of consecutive months of continued coverage is reached;

2. Failure to pay the required Premium in a timely manner;

3. The employer ceases to provide any group dental plan to its employees;

4. The individual moves out of the plan’s service area;

5. The individual first obtains coverage for dental benefits, after the date of the election of continued coverage, under another group health plan (as an employee or Dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such person, if that preexisting condition is covered under this plan;

6. Entitlement to Medicare.

The employer or Primary Enrollee shall notify Delta Dental or the administrator within 30 days of the occurrence of any of the above events. Once continued coverage terminates, it cannot be reinstated.

10.7 TERMINATION OF THE EMPLOYER’S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person’s ability to elect continuation coverage under the employer’s subsequent dental plan, if any. The employer must notify the successor plan of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage under that plan.

The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan had such plan with the former employer not terminated. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of Premium to the new group benefit plan within 30 days of receiving notice of the termination of the Delta Dental plan.

10.8 OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan.

ARTICLE 11 – GENERAL PROVISIONS

11.1 No agent has authority to change this Contract or waive any of its provisions. No change in this Contract is valid unless approved by an executive officer of Delta Dental and Contractholder and included in this Contract by written amendment.

11.2 The provisions of this Contract are severable. If any portion of this Contract or any Amendment of it is determined to be illegal, void or unenforceable by any arbitrator, court or other competent authority, all other provisions of this Contract will remain in effect.

11.3 The parties agree that the laws of the State of California, where the Contract was entered into and is to be performed, govern all questions regarding the interpretation or enforcement of this Contract. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1 of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by those laws bind Delta Dental whether or not stated in this Contract.

11.4 Delta Dental and the Contractholder agree to consult each other to the extent reasonably practical concerning all materials published or distributed relating to this Contract. Neither Delta Dental nor the Contractholder will publish or distribute materials that are contrary to the terms of this Contract.

11.5 Delta Dental and the Contractholder agree to permit and encourage the professional relationship between Dentist and Enrollee to be maintained without interference.

11.6 The Contractholder shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. The Contractholder may change its representative at any time on 60 days' notice to Delta Dental. Any notice required from Delta Dental to any Enrollee may be given to the Contractholder's representative, who shall disseminate such notice to the Enrollee by the next regular communication but in no event later than 90 days after receipt thereof.

11.7 The Contractholder shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplification, security or privacy laws or regulations.

11.8 Delta Dental is a member of the Delta Dental of California Holding Company System (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentially and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

11.9 Delta Dental's Errors & Omissions policy has a $20 Million limit and a $200,000 retention/deductible. This policy with said limits will be maintained during the term of this Contract.

Delta Dental carries Cyber Liability insurance separate from the Errors & Omissions policy. Our Cyber Liability coverage is at such levels consistent with industry standards and reasonably determined by Contractor to cover network security, unauthorized access, unauthorized use, receipt or transmission of a malicious code, denial of service attack, unauthorized disclosure or misappropriation of private information and privacy liability Protected Health Information and Personally-Identifiable Information. This policy is through Liberty Surplus Insurance Corporation and has a $80 million aggregate limit.

11.10 Indemnity. Delta Dental shall defend, indemnify, and hold harmless the Contractor and its agents, employees, Board of Education, members of the Board of Education, 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) alleged or incurred arising out of or proximately caused by: performance of the contract (including, but not limited to the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, 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.

11.11 Governing Law. This Contract 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.

11.12 Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Contract, 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.

11.13 Attorney's Fees. The non-prevailing party in any dispute under this Contract shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

11.14 Any notice under this Contract will be sufficient if given by either the Contractholder or Delta Dental to the other or, in the case of employees of the Contractholder, to its representative at the addresses below:

For the Contractholder:

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

For Delta Dental:

560 Mission Street, Suite 1300
San Francisco, CA 94105

Such notice will be effective 48 hours after deposit in the United States mail with postage fully prepaid thereon.

FRESNO UNIFIED SCHOOL DISTRICT
GROUP NUMBER 00697

BY: _____

Printed Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

Approved As To Form

Nov 15, 2023

Stacey Sandoval, Executive Director
Risk Management

FOR

DELTA DENTAL OF CALIFORNIA

BY:

Mohammadreza Navid
Senior Vice President,
Chief Relationship and Business Development Officer

And BY:

Thomas J. Leibowitz, FSA, MAAA
Senior Vice President and Chief Actuarial Officer

DATE: October 31, 2023

Appendix A – Data Sharing

Delta Dental shall provide, within the first 5 days of each month, to the Contractholder's designated Business Associate, detailed electronic member-level utilization reporting substantially similar to the layout on the following page.

All date formats are YYYYMMDD
All dollar amount are implied decimal right justify zero fill
Record length is 456

NAME	DESCRIPTION	FIELD FORMAT	STARTING POS	ENDING POS
RECORD IDENTIFIER	One byte field that identifies detail, records.'D' = Detail	Alphanumeric (1)	1	1
SUBSCRIBERS SSN	Subscriber's ssn	Alphanumeric (20)	2	21
GROUP NUMBER	Group Number	Alphanumeric (5)	22	26
DIVISION	Division	Alphanumeric (5)	27	31
DELTA SEQUENCE NBR	Delta's sequence number to identify origional claims and adjustments.	Numeric (3) (right justify zeo fill)	32	34
CLAIM NUMBER	Delta's claim number	Alphanumeric (14)	35	48
FIRST DATE OF SERVICE	The date when the service was performed.	Numeric (8) YYYYMMDD	49	54
LAST DATE OF SERVICE	The last date when the service was performed. - will be the same as the first date of service	Numeric (8) YYYYMMDD	57	64
RECEIPT DATE	Date the claim was received by Delta Dental.	Numeric (8) YYYYMMDD	65	72
APPROVAL DATE	Date the claim was processed for payment or rejection.	Numeric (8) YYYYMMDD	73	80
CHECK NUMBER	Check number.	Alphanumeric (11) (right justify zero fill)	81	89
SUBSCRIBER FIRST INITIAL	Subscriber's first initial.	Alphanumeric (1)	92	92
SUBSCRIBER LAST NAME	Subscriber's last name.	Alphanumeric (11)	93	103
PATIENTS GENDER CODE	Gender code M = Male, F = Female, U = Unknown	Alphanumeric (1)	104	104
SPACES	spaces	Alphanumeric (6)	105	110
PATIENT BIRTH DATE	Date the patient was born	Numeric (8) YYYYMMDD	111	118
PATIENT FIRST NAME	Patient's first name.	Alphanumeric (10)	119	128
PATIENT LAST NAME	Patient's last name.	Alphanumeric (15)	129	143
PATIENT RELATIONSHIP	Patient's relationship to the subscriber:	Alphanumeric (2)	144	145
NETWORK INDICATOR	In and Out of network indicator - 0 is out of network, 1 is in network.	Alphanumeric (1)	146	146
NUMBER OF SERVICES	Total number of services for the claim, one claim could have several procedures being billed for. Total number of services per claim.	Numeric (7)	147	153
PATIENT PAID AMOUNT	Patient Pay Amount	Numeric (7)	154	160
SPACE	Spaces	Alphanumeric (7)	161	167
TOTAL ALLOWED	The total dollar amount of charges eligible for payment under the groups contract.	Numeric (7)	168	174
TOTAL CHARGE AMOUNT	Total charge amount billed by the provider.	Numeric (7)	175	181
Space	spaces	Alphanumeric (7)	182	188
COINSURANCE	Patient coinsurance/copay amount.	Numeric (7)	189	195
COVERED CHARGES	Total dollar amount of what will be paid to the provider before reduction of member liability.	Numeric (7)	196	202
DEDUCTIBLE AMOUNT	Patient Deductible amount.	Numeric (7)	203	209
DENIED AMOUNT	Pateint denied Amount	Numeric (7)	210	216
TOTAL NUMBER CHARGES	Total number of the line items contained on the record. - Will always be 00001	Numeric (5)	217	221
PAID AMOUNT	Total dollar amount paid for the claim.	Numeric (7)	222	228
OTHER CARRIER AMOUNT	Total dollar amount paid by the member's other insurance.	Numeric (7)	229	235
PAID/REJECT DATE	Date the claim was paid (check was cut) or notification was sent to member regarding non-payment.	Numeric (8)	236	243
PRIMARY PROCEDURE CODE	Primary service rendered to the patient.	Alphanumeric (5)	244	248
PROVIDER NUMBER	State assigned license number.	Numeric (11)	249	259
TOOTH CODE	Tooth Code	Alphanumeric (2)	260	261
TOOTH SURFACE	Tooth Surface	Alphanumeric (4)	262	265
SPACES	spaces	Alphanumeric (5)	266	270
LINE CHARGE AMOUNT	Dollar amount billed by the provider.	Numeric (7)	271	277
SPACE	spaces	AlphaNumeric (7)	278	284
ALLOWED AMOUNT	Amount allowed for procedure at a procedure level.	Numeric (7)	285	291
NUMBER OF SERVICES	Number of services rendered at Procedure level for this line. Will always be 00001	Numeric (5)	292	296
CHARGED UNITS	Indicates number of units charged. Will always be 00001	Numeric (5)	297	301
COVERED UNITS	Indicates number of units eligible for reimbursement. Will always be 00001	Numeric (5)	302	306
PEC 1 CODE	Reason for rejecting the claim/line.	Alphanumeric (5)	307	311
PROVIDER TAXID	Providers taxid	Alphanumeric (9)	312	320
PROVIDER FIRST	Providers first name	Alphanumeric (14)	321	334
PROVIDER LAST	Providers last name	Alphanumeric (24)	335	358
PROVIDER ADDRESS	Providers address	Alphanumeric (24)	359	382
PROVIDER CITY	Providers city	Alphanumeric (14)	383	396
PROVIDER STATE	Providers state	Alphanumeric (2)	397	398
PROVIDER ZIP	Providers zip	Alphanumeric (5)	399	403
PROVIDER SPECIALTY	Providers specialty	Alphanumeric (3)	404	406
PEC 2 CODE	Reason for rejecting the claim/line.	Alphanumeric (5)	407	411
PEC 3 CODE	Reason for rejecting the claim/line.	Alphanumeric (5)	412	416
Members ssn	members ssn	Numeric(9)	417	425
SPACES	Spaces	Spaces (31)	426	456

TRAILER

NAME	DESCRIPTION	FIELD FORMAT	STARTING POS	ENDING POS
Trailer Record Identifier	One byte field that identifies records 'T' = Trailer.	Alphanumeric (1)	1	1
From Date	Beginning date for the month	Numeric (8) YYYYMMDD	2	9
Thru Date	End date for the month	Numeric (8) YYYYMMDD	10	17
Record Count	Record count of file excluding header and trailer	Numeric (8)	18	25
Total Paid $	Total of paid amounts	Numeric (11)	26	36
Filler	filler	Spaces (419)	37	456

APPENDIX B
CODE ON DENTAL PROCEDURES AND NOMENCLATURE

NOTE: All the listed procedures may not be benefits under the terms of your contract. Refer to your contract for your specific benefits.

D0100 – D0999 DIAGNOSTIC

Clinical oral evaluations

D0120 Periodic oral evaluation – established patient
D0140 Limited oral evaluation – problem focused
D0145 Oral evaluation for a patient under three years of age and counseling with primary caregiver
D0150 Comprehensive oral evaluation – new or established patient
D0160 Detailed and extensive oral evaluation – problem focused, by report
D0170 Re-evaluation – limited, problem focused (established patient; not post–operative visit)
D0180 Comprehensive periodontal evaluation – new or established patient
D0190 Screening of a patient
D0191 Assessment of a patient

Radiographs/diagnostic imaging (including interpretation)

D0210 Intraoral – comprehensive series of radiographic images
D0220 Intraoral – periapical first radiographic image
D0230 Intraoral – periapical each additional radiographic image
D0240 Intraoral – occlusal radiographic image
D0250 Extra-oral – 2D projection radiographic image created using a stationary radiation source, and detector
D0251 Extra-oral posterior dental radiographic image
D0270 Bitewing – single radiographic image
D0272 Bitewings – two radiographic images
D0273 Bitewings – three radiographic images
D0274 Bitewings – four radiographic images
D0277 Vertical bitewings – 7 to 8 radiographic images
D0310 Sialography
D0320 Temporomandibular joint arthrogram, including injection
D0321 Other temporomandibular joint radiographic images, by report
D0322 Tomographic survey
D0330 Panoramic radiographic image
D0340 2D cephalometric radiographic image – acquisition, measurement and analysis
D0350 Oral/facial photographic images obtained intraorally or extraorally
D0364 Cone beam CT capture and interpretation with limited field of view – less than one whole jaw
D0365 Cone beam CT capture and interpretation with field of view of one full dental arch – mandible
D0366 Cone beam CT capture and interpretation with field of view of one full dental arch – maxilla, with or without cranium
D0367 Cone beam CT capture and interpretation with field of view of both jaws, with or without cranium
D0372 Intraoral tomosynthesis – comprehensive series of radiographic images
D0373 Intraoral tomosynthesis – bitewing radiographic image
D0374 Intraoral tomosynthesis – periapical radiographic image
D0387 Intraoral tomosynthesis – comprehensive series of radiographic images – image capture only
D0388 Intraoral tomosynthesis – bitewing radiographic image – image capture only
D0389 Intraoral tomosynthesis – periapical radiographic image – image capture only

D0391 Interpretation of diagnostic image by a practitioner not associated with capture of the image, including report
D0396 3D printing of a 3D dental surface scan

Tests and examinations

D0411 HbA1c in-office point of service testing
D0412 Blood glucose level test - in office using a glucose meter
D0415 Collection of microorganisms for culture and sensitivity
D0416 Viral culture
D0419 Assessment of salivary flow by measurement
D0422 Collection and preparation of genetic sample material for laboratory analysis and report
D0423 Genetic test for susceptibility to diseases – specimen analysis
D0425 Caries susceptibility tests
D0431 Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures
D0460 Pulp vitality tests
D0470 Diagnostic casts

Oral pathology laboratory

D0472 Accession of tissue, gross examination, preparation and transmission of written report
D0473 Accession of tissue, gross and microscopic examination, preparation and transmission of written report
D0474 Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report
D0475 Decalcification procedure
D0476 Special stains for microorganisms
D0477 Special stains, not for microorganisms
D0478 Immunohistochemical stains
D0479 Tissue in-situ hybridization, including interpretation
D0480 Accession of exfoliative cytologic smears, microscopic examination, preparation and transmission of written report
D0481 Electron microscopy – diagnostic
D0482 Direct immunofluorescence
D0483 Indirect immunofluorescence
D0484 Consultation on slides prepared elsewhere
D0485 Consultation, including preparation of slides from biopsy material supplied by referring source
D0486 Accession of brush biopsy sample, microscopic examination, preparation and transmission of written report
D0502 Other oral pathology procedures, by report
D0601 Caries risk assessment and documentation, with a finding of low risk
D0602 Caries risk assessment and documentation, with a finding of moderate risk
D0603 Caries risk assessment and documentation, with a finding of high risk
D0604 Antigen testing for a public health related pathogen, including coronavirus
D0605 Antibody testing for a public health related pathogen, including coronavirus
D0606 Molecular testing for a public health related pathogen, including coronavirus
D0701 Panoramic radiographic image – image capture only
D0702 2-D cephalometric radiographic image – image capture only
D0703 2-D oral/facial photographic image obtained intra-orally or extra-orally – image capture only
D0705 Extra-oral posterior dental radiographic image – image capture only
D0706 Intraoral – occlusal radiographic image – image capture only
D0707 Intraoral – periapical radiographic image – image capture only
D0708 Intraoral – bitewing radiographic image – image capture only
D0709 Intraoral – complete series of radiographic images – image capture only

D0801 3D dental surface scan – direct
D0802 3D dental surface scan – indirect
D0803 3D facial surface scan – direct
D0804 3D facial surface scan - indirect
D0999 Unspecified diagnostic procedure, by report

D1000 – D1999 PREVENTIVE

Dental prophylaxis

D1110 Prophylaxis – adult
D1120 Prophylaxis – *child through age 13*

Topical fluoride treatment (office procedure)

D1206 Topical application of fluoride varnish
D1208 Topical application of fluoride – excluding varnish

Other preventive services

D1301 Immunization counseling
D1310 Nutritional counseling for control of dental disease
D1320 Tobacco counseling for the control and prevention of oral disease
D1321 Counseling for the control and prevention of adverse oral, behavioral, and systemic health effects associated with high-risk substance use
D1330 Oral hygiene instructions
D1351 Sealant – per tooth
D1352 Preventive resin restoration in a moderate to high caries risk patient – permanent tooth
D1354 Application of caries arresting medicament – per tooth
D1355 Caries preventive medicament application – per tooth
D1701 Pfizer-BioNTech Covid-19 vaccine administration – first dose
D1702 Pfizer-BioNTech Covid-19 vaccine administration – second dose
D1703 Moderna Covid-19 vaccine administration – first dose
D1704 Moderna Covid-19 vaccine administration – second dose
D1705 AstraZeneca Covid-19 vaccine administration – first dose
D1706 AstraZeneca Covid-19 vaccine administration – second dose
D1707 Janssen Covid-19 vaccine administration
D1708 Pfizer-BioNTech COVID-19 vaccine administration – third dose
D1709 Pfizer-BioNTech COVID-19 vaccine administration – booster dose
D1710 Moderna COVID-19 vaccine administration – third dose
D1711 Moderna COVID-19 vaccine administration – booster dose
D1712 Janssen COVID-19 vaccine administration – booster dose
D1713 Pfizer-BioNTech COVID-19 vaccine administration tris-sucrose pediatric - first dose
D1714 Pfizer-BioNTech COVID-19 vaccine administration tris-sucrose pediatric - second dose
D1781 Vaccine administration – human papillomavirus – Dose 1
D1782 Vaccine administration – human papillomavirus – Dose 2
D1783 Vaccine administration – human papillomavirus – Dose 3

Space maintenance (passive appliances)

D1510 Space maintainer – fixed – unilateral – per quadrant
D1516 Space maintainer – fixed – bilateral, maxillary
D1517 Space maintainer – fixed – bilateral, mandibular
D1520 Space maintainer – removable – unilateral – per quadrant
D1526 Space maintainer – removable – bilateral, maxillary
D1527 Space maintainer – removable – bilateral, mandibular
D1551 Re-cement or re-bond bilateral space maintainer – maxillary
D1552 Re-cement or re-bond bilateral space maintainer – mandibular
D1553 Re-cement or re-bond unilateral space maintainer – per quadrant
D1556 Removal of fixed unilateral space maintainer – per quadrant

D1557 Removal of fixed bilateral space maintainer – maxillary
D1558 Removal of fixed bilateral space maintainer - mandibular
D1575 Distal shoe space maintainer – fixed – unilateral - per quadrant

D2000 – D2999 RESTORATIVE

Amalgam restorations (including polishing)

D2140 Amalgam – one surface, primary or permanent
D2150 Amalgam – two surfaces, primary or permanent
D2160 Amalgam – three surfaces, primary or permanent
D2161 Amalgam – four or more surfaces, primary or permanent

Resin–based composite restorations–direct

D2330 Resin-based composite – one surface, anterior
D2331 Resin-based composite – two surfaces, anterior
D2332 Resin-based composite – three surfaces, anterior
D2335 Resin-based composite – four or more surfaces (anterior)
D2390 Resin-based composite crown, anterior
D2391 Resin-based composite – one surface, posterior
D2392 Resin-based composite – two surfaces, posterior
D2393 Resin-based composite – three surfaces, posterior
D2394 Resin-based composite – four or more surfaces, posterior

Gold foil restorations

D2410 Gold foil – one surface
D2420 Gold foil – two surfaces
D2430 Gold foil – three surfaces

Inlay/onlay restorations

D2510 Inlay – metallic – one surface
D2520 Inlay – metallic – two surfaces
D2530 Inlay – metallic – three or more surfaces
D2542 Onlay – metallic – two surfaces
D2543 Onlay – metallic – three surfaces
D2544 Onlay – metallic – four or more surfaces
D2610 Inlay – porcelain/ceramic – one surface
D2620 Inlay – porcelain/ceramic – two surfaces
D2630 Inlay – porcelain/ceramic – three or more surfaces
D2642 Onlay – porcelain/ceramic – two surfaces
D2643 Onlay – porcelain/ceramic – three surfaces
D2644 Onlay – porcelain/ceramic – four or more surfaces
D2650 Inlay – resin–based composite – one surface
D2651 Inlay – resin–based composite – two surfaces
D2652 Inlay – resin–based composite – three or more surfaces
D2662 Onlay – resin–based composite – two surfaces
D2663 Onlay – resin–based composite – three surfaces
D2664 Onlay – resin–based composite – four or more surfaces

Crowns – single restorations only

D2710 Crown – resin–based composite (indirect)
D2712 Crown – 3/4 resin–based composite (indirect)
D2720 Crown – resin with high noble metal
D2721 Crown – resin with predominantly base metal
D2722 Crown – resin with noble metal
D2740 Crown – porcelain/ceramic
D2750 Crown – porcelain fused to high noble metal

D2751 Crown – porcelain fused to predominantly base metal
D2752 Crown – porcelain fused to noble metal
D2753 Crown – porcelain fused to titanium or titanium alloy
D2780 Crown – 3/4 cast high noble metal
D2781 Crown – 3/4 cast predominantly base metal
D2782 Crown – 3/4 cast noble metal
D2783 Crown – 3/4 porcelain/ceramic
D2790 Crown – full cast high noble metal
D2791 Crown – full cast predominantly base metal
D2792 Crown – full cast noble metal
D2794 Crown – titanium and titanium alloy
D2799 Interim crown – further treatment or completion of a diagnosis necessary prior to final impression

Other restorative services
D2910 Re-cement or re-bond inlay, onlay, veneer or partial coverage restorations
D2915 Re-cement or re-bond indirectly fabricated or prefabricated post and core
D2920 Re-cement or re-bond crown
D2921 Reattachment of tooth fragment, incisal edge or cusp
D2928 Prefabricated porcelain/ceramic crown – permanent tooth
D2929 Prefabricated porcelain/ceramic crown – primary tooth
D2930 Prefabricated stainless steel crown – primary tooth
D2931 Prefabricated stainless steel crown – permanent tooth
D2932 Prefabricated resin crown
D2933 Prefabricated stainless steel crown with resin window
D2934 Prefabricated esthetic coated stainless steel crown – primary tooth
D2940 Sedative filling
D2941 Interim therapeutic restoration – primary dentition
D2950 Core buildup, including any pins when required
D2951 Pin retention – per tooth, in addition to restoration
D2952 Post and core in addition to crown, indirectly fabricated
D2953 Each additional indirectly fabricated post – same tooth
D2954 Prefabricated post and core in addition to crown
D2955 Post removal
D2957 Each additional prefabricated post – same tooth
D2960 Labial veneer (resin laminate) – direct
D2961 Labial veneer (resin laminate) – indirect
D2962 Labial veneer (porcelain laminate) – indirect
D2971 Additional procedures to customize a crown to fit under an existing partial denture framework
D2975 Coping
D2976 Band stabilization – per tooth
D2980 Crown repair, necessitated by restorative material failure
D2989 Excavation of a tooth resulting in the determination of non-restorability
D2991 Application of hydroxyapatite regeneration medicament – per tooth
D2999 Unspecified restorative procedure, by report

D3000 – D3999 ENDODONTICS

Pulp capping
D3110 Pulp cap – direct (excluding final restoration)
D3120 Pulp cap – indirect (excluding final restoration)

Pulpotomy
D3220 Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament

D3221 Pulpal debridement, primary and permanent teeth
D3222 Partial pulpotomy for apexogenesis–permanent tooth with incomplete root development
D3230 Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)
D3240 Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)

Endodontic therapy on primary teeth (including treatment plan, clinical procedures and follow–up care)
D3310 Endodontic therapy, anterior tooth (excluding final restoration)
D3320 Endodontic therapy, premolar tooth (excluding final restoration)
D3330 Endodontic therapy, molar tooth (excluding final restoration)
D3331 Treatment of root canal obstruction; non–surgical access
D3332 Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth
D3333 Internal root repair of perforation defects

Endodontic retreatment
D3346 Retreatment of previous root canal therapy – anterior
D3347 Retreatment of previous root canal therapy – premolar
D3348 Retreatment of previous root canal therapy – molar

Apexification/recalcification procedures
D3351 Apexification/recalcification – initial visit (apical closure/calcific repair of perforations, root resorption, etc.)
D3352 Apexification/recalcification – interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulpal space disinfection, etc.)
D3353 Apexification/recalcification – final visit (includes completed root canal therapy – apical closure/calcific repair of perforations, root resorption, etc.)

Apicoectomy/periradicular services
D3410 Apicoectomy – anterior
D3421 Apicoectomy – premolar (first root)
D3425 Apicoectomy – molar (first root)
D3426 Apicoectomy (each additional root)
D3430 Retrograde filling – per root
D3450 Root amputation – per root
D3460 Endodontic endosseous implant
D3470 Intentional reimplantation (including necessary splinting)
D3471 Surgical repair of root resorption – anterior
D3472 Surgical repair of root resorption – premolar
D3473 Surgical repair of root resorption – molar
D3501 Surgical exposure of root surface without apicoectomy or repair of root resorption – anterior
D3502 Surgical exposure of root surface without apicoectomy or repair of root resorption – premolar
D3503 Surgical exposure of root surface without apicoectomy or repair of root resorption - molar

Other endodontic procedures
D3910 Surgical procedure for isolation of tooth with rubber dam
D3911 Intraorifice barrier
D3920 Hemisection (including any root removal), not including root canal therapy
D3921 Decoronation or submergence of an erupted tooth
D3950 Canal preparation and fitting of preformed dowel or post
D3999 Unspecified endodontic procedure, by report

D4000 – D4999 PERIODONTICS

Surgical services (including usual post–operative care)

D4210 Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant
D4211 Gingivectomy or gingivoplasty – one to three contiguous teeth or bounded teeth spaces per quadrant
D4212 Gingivectomy or gingivoplasty – to allow access for restorative procedure, per tooth
D4230 Anatomical crown exposure – four or more contiguous teeth or tooth bounded spaces per quadrant
D4231 Anatomical crown exposure – one to three teeth or tooth bounded spaces per quadrant
D4240 Gingival flap procedure, including root planing – four or more contiguous teeth or bounded teeth spaces per quadrant
D4241 Gingival flap procedure, including root planing – one to three contiguous teeth or bounded teeth spaces per quadrant
D4245 Apically positioned flap
D4249 Clinical crown lengthening – hard tissue
D4260 Osseous surgery (including elevation of a full thickness flap and closure) – four or more contiguous teeth or tooth bounded spaces per quadrant
D4261 Osseous surgery (including elevation of a full thickness flap and closure) – one to three contiguous teeth or tooth bounded spaces per quadrant
D4263 Bone replacement graft – retained natural tooth – first site in quadrant
D4264 Bone replacement graft – retained natural tooth – each additional site in quadrant
D4265 Biologic materials to aid in soft and osseous tissue regeneration, per site
D4266 Guided tissue regeneration – resorbable barrier, per site
D4267 Guided tissue regeneration – nonresorbable barrier, per site (includes membrane removal)
D4268 Surgical revision procedure, per tooth
D4270 Pedicle soft tissue graft procedure
D4273 Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant, or edentulous tooth position in graft
D4274 Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)
D4275 Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant, or edentulous tooth position in graft
D4276 Combined connective tissue and pedicle graft, per tooth
D4277 Free soft tissue graft procedure (including recipient and donor surgical sites), first tooth, implant, or edentulous tooth position in graft
D4278 Free soft tissue graft procedure (including recipient and donor surgical sites), each additional contiguous tooth, implant, or edentulous tooth position in same graft site
D4283 Autogenous connective tissue graft procedure (including donor and recipient surgical sites) – each additional contiguous tooth, implant or edentulous tooth position in same graft site
D4285 Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material) – each additional contiguous tooth, implant or edentulous tooth position in same graft site.
D4286 Removal of non-resorbable barrier

Non–surgical periodontal service

D4322 Splint – intra-coronal; natural teeth or prosthetic crowns
D4323 Splint – extra-coronal; natural teeth or prosthetic crowns
D4341 Periodontal scaling and root planing – four or more teeth per quadrant
D4342 Periodontal scaling and root planing – one to three teeth per quadrant
D4346 Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation

D4355 Full mouth debridement to enable a comprehensive evaluation and diagnosis on subsequent visit
D4381 Localized delivery of antimicrobial agents via controlled release vehicle into diseased crevicular tissue, per tooth

Other periodontal services
D4910 Periodontal maintenance
D4920 Unscheduled dressing change (by someone other than treating dentist or their staff)
D4921 Gingival irrigation with a medicinal agent – per quadrant
D4999 Unspecified periodontal procedure, by report

D5000 – D5899 PROSTHODONTICS (REMOVABLE)
Complete dentures (including routine post–delivery care)
D5110 Complete denture – maxillary
D5120 Complete denture – mandibular
D5130 Immediate denture – maxillary
D5140 Immediate denture – mandibular

Partial dentures (including routine post–delivery care)
D5211 Maxillary partial denture – resin base (including, retentive/clasping materials, rests and teeth
D5212 Mandibular partial denture – resin base (including, retentive/clasping materials, rests and teeth)
D5213 Maxillary partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
D5214 Mandibular partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
D5221 Immediate maxillary partial denture – resin base (including retentive/clasping materials, rests and teeth)
D5222 Immediate mandibular partial denture – resin base (including retentive/clasping materials, rests and teeth)
D5223 Immediate maxillary partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
D5224 Immediate mandibular partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
D5225 Maxillary partial denture – flexible base (including retentive/clasping materials, rests and teeth)
D5226 Mandibular partial denture – flexible base (including retentive/clasping materials, rests and teeth)
D5227 Immediate maxillary partial denture – flexible base (including any clasps, rests and teeth)
D5228 Immediate mandibular partial denture – flexible base (including any clasps, rests and teeth)
D5282 Removable unilateral partial denture – one piece cast metal (including retentive/clasping materials, rests and teeth), maxillary
D5283 Removable unilateral partial denture – one piece cast metal (including retentive/clasping materials, rests and teeth), mandibular
D5284 Removable unilateral partial denture – one piece flexible base (including retentive/clasping materials, rests and teeth) – per quadrant
D5286 Removable unilateral partial denture – one piece resin (including retentive/clasping materials, rests and teeth) – per quadrant

Adjustments to dentures
D5410 Adjust complete denture – maxillary
D5411 Adjust complete denture – mandibular

D5421 Adjust partial denture – maxillary
D5422 Adjust partial denture – mandibular

Repairs to complete dentures
D5511 Repair broken complete denture base, mandibular
D5512 Repair broken complete denture base, maxillary
D5520 Replace missing or broken teeth – complete denture (each tooth)

Repairs to partial dentures
D5611 Repair resin partial denture base, mandibular
D5612 Repair resin partial denture base, maxillary
D5621 Repair cast partial framework, mandibular
D5622 Repair cast partial framework, maxillary
D5630 Repair or replace broken retentive clasping materials – per tooth
D5640 Replace broken teeth – per tooth
D5650 Add tooth to existing partial denture
D5660 Add clasp to existing partial denture – per tooth
D5670 Replace all teeth and acrylic on cast metal framework (maxillary)
D5671 Replace all teeth and acrylic on cast metal framework (mandibular)

Denture rebase procedures
D5710 Rebase complete maxillary denture
D5711 Rebase complete mandibular denture
D5720 Rebase maxillary partial denture
D5721 Rebase mandibular partial denture
D5725 Rebase hybrid prosthesis

Denture reline procedures
D5730 Reline complete maxillary denture (chairside)
D5731 Reline complete mandibular denture (chairside)
D5740 Reline maxillary partial denture (chairside)
D5741 Reline mandibular partial denture (chairside)
D5750 Reline complete maxillary denture (laboratory)
D5751 Reline complete mandibular denture (laboratory)
D5760 Reline maxillary partial denture (laboratory)
D5761 Reline mandibular partial denture (laboratory)
D5765 Soft liner for complete or partial removable denture - indirect

Interim prosthesis
D5810 Interim complete denture (maxillary)
D5811 Interim complete denture (mandibular)
D5820 Interim partial denture (including retentive/clasping materials, rests and teeth), maxillary
D5821 Interim partial denture (including retentive/clasping materials, rests and teeth), mandibular

Other removable prosthetic services
D5850 Tissue conditioning – maxillary
D5851 Tissue conditioning – mandibular
D5862 Precision attachment, by report
D5863 Overdenture – complete maxillary
D5864 Overdenture – partial maxillary
D5865 Overdenture – complete mandibular
D5866 Overdenture – partial mandibular
D5867 Replacement of replaceable part of semi–precision or precision attachment, per attachment

D5875 Modification of removable prosthesis following implant surgery
D5876 Add metal substructure to acrylic full denture (per arch)
D5899 Unspecified removable prosthodontic procedure, by report

D5900 – D5999 MAXILLOFACIAL PROSTHETICS
D5911 Facial moulage (sectional)
D5912 Facial moulage (complete)
D5913 Nasal prosthesis
D5914 Auricular prosthesis
D5915 Orbital prosthesis
D5916 Ocular prosthesis
D5919 Facial prosthesis
D5922 Nasal septal prosthesis
D5923 Ocular prosthesis, interim
D5924 Cranial prosthesis
D5925 Facial augmentation implant prosthesis
D5926 Nasal prosthesis, replacement
D5927 Auricular prosthesis, replacement
D5928 Orbital prosthesis, replacement
D5929 Facial prosthesis, replacement
D5931 Obturator prosthesis, surgical
D5932 Obturator prosthesis, definitive
D5933 Obturator prosthesis, modification
D5934 Mandibular resection prosthesis with guide flange
D5935 Mandibular resection prosthesis without guide flange
D5936 Obturator prosthesis, interim
D5937 Trismus appliance (not for TMD treatment)
D5951 Feeding aid
D5952 Speech aid prosthesis, pediatric
D5953 Speech aid prosthesis, adult
D5954 Palatal augmentation prosthesis
D5955 Palatal lift prosthesis, definitive
D5958 Palatal lift prosthesis, interim
D5959 Palatal lift prosthesis, modification
D5960 Speech aid prosthesis, modification
D5982 Surgical stent
D5983 Radiation carrier
D5984 Radiation shield
D5985 Radiation cone locator
D5986 Fluoride gel carrier
D5987 Commissure splint
D5988 Surgical splint
D5995 Periodontal medicament carrier with peripheral seal – laboratory processed – maxillary
D5996 Periodontal medicament carrier with peripheral seal – laboratory processed - mandibular
D5999 Unspecified maxillofacial prosthesis, by report

D6000 – D6199 IMPLANT SERVICES
D6010 Surgical placement of implant body: endosteal implant
D6011 Surgical access to an implant body (second stage implant surgery)
D6012 Surgical placement of interim implant body for transitional prosthesis: endosteal implant
D6013 Surgical placement of mini implant
D6040 Surgical placement: eposteal implant
D6050 Surgical placement: transosteal implant
D6051 Interim implant abutment placement

Implant supported prosthetics

D6055 Dental implant supported connecting bar
D6056 Prefabricated abutment – includes modification and placement
D6057 Custom fabricated abutment – includes placement
D6058 Abutment supported porcelain/ceramic crown
D6059 Abutment supported porcelain fused to metal crown (high noble metal)
D6060 Abutment supported porcelain fused to metal crown (predominantly base metal)
D6061 Abutment supported porcelain fused to metal crown (noble metal)
D6062 Abutment supported cast metal crown (high noble metal)
D6063 Abutment supported cast metal crown (predominantly base metal)
D6064 Abutment supported cast metal crown (noble metal)
D6065 Implant supported porcelain/ceramic crown
D6066 Implant supported porcelain fused to metal crown (high noble alloys)
D6067 Implant supported cast metal crown (high noble alloys)
D6068 Abutment supported retainer for porcelain/ceramic FPD
D6069 Abutment supported retainer for porcelain fused to metal FPD (high noble metal)
D6070 Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)
D6071 Abutment supported retainer for porcelain fused to metal FPD (noble metal)
D6072 Abutment supported retainer for cast metal FPD (high noble metal)
D6073 Abutment supported retainer for cast metal FPD (predominantly base metal)
D6074 Abutment supported retainer for cast metal FPD (noble metal)
D6075 Implant supported retainer for ceramic FPD
D6076 Implant supported retainer for porcelain fused to metal FPD (high noble alloys)
D6077 Implant supported retainer for cast metal FPD (high noble alloys)

Other implant services

D6080 Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis
D6081 Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure
D6082 Implant supported crown – porcelain fused to predominantly base alloys
D6083 Implant supported crown – porcelain fused to noble alloys
D6084 Implant supported crown – porcelain fused to titanium and titanium alloy
D6085 Interim implant crown
D6086 Implant supported crown – predominantly base alloys
D6087 Implant supported crown – noble alloys
D6088 Implant supported crown – titanium/titanium alloys
D6089 Accessing and retorquing loose implant screw – per screw
D6090 Repair implant supported prosthesis, by report
D6091 Replacement of replaceable part of semi-precision or precision attachment of implant/abutment supported prosthesis, per attachment
D6092 Re-cement or re-bond implant/abutment supported crown
D6094 Abutment supported crown – (titanium or titanium alloys)
D6095 Repair implant abutment, by report
D6096 Remove broken implant retaining screw
D6097 Abutment supported crown – porcelain fused to titanium and titanium alloys
D6098 Implant supported retainer for metal FPD – porcelain fused to predominantly base alloys
D6099 Implant supported retainer for FPD – porcelain fused to noble
D6100 Surgical removal of implant body
D6101 Debridement of a periimplant defect or defects surrounding a single implant, and surface cleaning of the exposed implant surfaces, including flap entry and closure
D6102 Debridement and osseous contouring of a periimplant defect or defects surrounding a single implant, and surface cleaning includes surface cleaning of the exposed implant surfaces, including flap entry and closure

D6105 Removal of implant body not requiring bone removal or flap elevation
D6106 Guided tissue regeneration – resorbable barrier, per implant
D6107 Guided tissue regeneration – non-resorbable barrier, per implant
D6110 Implant/abutment supported removable denture for edentulous arch– maxillary
D6111 Implant/abutment supported removable denture for edentulous arch– mandibular
D6112 Implant/abutment supported removable denture for partially edentulous arch–maxillary
D6113 Implant/abutment supported removable denture for partially edentulous arch – mandibular
D6114 Implant/ abutment supported fixed denture for edentulous arch – maxillary
D6115 Implant / abutment supported fixed denture for edentulous arch – mandibular
D6116 Implant / abutment supported fixed denture for partially edentulous arch – maxillary
D6117 Implant / abutment supported fixed denture for partially edentulous arch – mandibular
D6118 Implant/abutment supported interim fixed denture for edentulous arch – mandibular
D6119 Implant/abutment supported interim fixed denture for edentulous arch – maxillary
D6120 Implant supported retainer – porcelain fused to titanium and titanium alloys
D6121 Implant supported retainer for metal FPD – predominantly base alloys
D6122 Implant supported retainer for metal FPD – noble alloys
D6123 Implant supported retainer for metal FPD – titanium or titanium alloys
D6190 Radiographic/surgical implant index, by Report
D6093 Re-cement or re-bond implant/abutment supported fixed partial denture
D6191 Semi-precision abutment – placement
D6192 Semi-precision attachment - placement
D6194 Abutment supported retainer crown for FPD – (titanium and titanium alloys)
D6195 Abutment supported retainer – porcelain fused to titanium or titanium alloys
D6197 Replacement of restorative material used to close an access opening of a screw-retained implant supported prosthesis, per implant
D6198 Remove interim implant component
D6199 Unspecified implant procedure, by report

D6200 – D6999 PROSTHODONTICS, FIXED
(Each retainer and each pontic constitutes a unit in a fixed partial denture)
Fixed partial denture pontics
D6205 Pontic – indirect resin based composite
D6210 Pontic – cast high noble metal
D6211 Pontic – cast predominantly base metal
D6212 Pontic – cast noble metal
D6214 Pontic – titanium and titanium alloys
D6240 Pontic – porcelain fused to high noble metal
D6241 Pontic – porcelain fused to predominantly base metal
D6242 Pontic – porcelain fused to noble metal
D6243 Pontic – porcelain fused to titanium or titanium alloys
D6245 Pontic – porcelain/ceramic
D6250 Pontic – resin with high noble metal
D6251 Pontic – resin with predominantly base metal
D6252 Pontic – resin with noble metal
D6253 Interim pontic – further treatment or completion of diagnosis necessary prior to final impression

Fixed partial denture retainers – inlays/onlays
D6545 Retainer – cast metal for resin bonded fixed prosthesis
D6548 Retainer – porcelain/ceramic for resin bonded fixed prosthesis
D6549 Resin retainer – for resin bonded fixed prosthesis
D6600 Retainer inlay – porcelain/ceramic, two surfaces
D6601 Retainer inlay – porcelain/ceramic, three or more surfaces
D6602 Retainer inlay – cast high metal, two surfaces

D6603 Retainer inlay – cast high metal, three or more surfaces
D6604 Retainer inlay – cast predominantly base metal, two surfaces
D6605 Retainer inlay – cast predominantly base metal, three or more surfaces
D6606 Retainer inlay – cast noble metal, two surfaces
D6607 Retainer inlay – cast noble metal, three or more surfaces
D6608 Retainer onlay – porcelain/ceramic, two surfaces
D6609 Retainer onlay – porcelain/ceramic, three or more surfaces
D6610 Retainer onlay – cast high noble metal, two surfaces
D6611 Retainer onlay – cast high noble metal, three or more surfaces
D6612 Retainer onlay – cast predominantly base metal, two surfaces
D6613 Retainer onlay – cast predominantly base metal, three or more surfaces
D6614 Retainer onlay – cast noble metal, two surfaces
D6615 Retainer onlay – cast noble metal, three or more surfaces
D6624 Retainer inlay – titanium
D6634 Retainer onlay – titanium

Fixed partial denture retainers – crowns
D6710 Retainer crown – indirect resin based composite
D6720 Retainer crown – resin with high noble metal
D6721 Retainer crown – resin with predominantly base metal
D6722 Retainer crown – resin with noble metal
D6740 Retainer crown – porcelain/ceramic
D6750 Retainer crown – porcelain fused to high noble metal
D6751 Retainer crown – porcelain fused to predominantly base metal
D6752 Retainer crown – porcelain fused to noble metal
D6753 Retainer crown – porcelain fused to titanium or titanium alloys
D6780 Retainer crown – 3/4 cast high noble metal
D6781 Retainer crown – 3/4 cast predominantly base metal
D6782 Retainer crown – 3/4 cast noble metal
D6783 Retainer crown – 3/4 porcelain/ceramic
D6784 Retainer crown - 3/4 titanium and titanium alloys
D6790 Retainer crown – full cast high noble metal
D6791 Retainer crown – full cast predominantly base metal
D6792 Retainer crown – full cast noble metal
D6793 Interim retainer crown – further treatment or completion of diagnosis necessary prior to final impression
D6794 Retainer crown – titanium and titanium alloys

Other fixed partial denture services
D6920 Connector bar
D6930 Re-cement or re-bond fixed partial denture
D6940 Stress breaker
D6950 Precision attachment
D6980 Fixed partial denture repair necessitated by restorative material
D6985 Pediatric partial denture, fixed
D6999 Unspecified, fixed prosthodontic procedure, by report

D7000 – D7999 ORAL AND MAXILLOFACIAL SURGERY

Extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)
D7111 Extraction, coronal remnants – primary tooth
D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)

Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

D7210 Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated
D7220 Removal of impacted tooth – soft tissue
D7230 Removal of impacted tooth – partially bony
D7240 Removal of impacted tooth – completely bony
D7241 Removal of impacted tooth – completely bony, with unusual surgical complications
D7250 Removal of residual tooth roots (cutting procedure)

Other surgical procedures

D7260 Oroantral fistual closure
D7261 Primary closure of a sinus perforation
D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
D7272 Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)
D7280 Exposure of an unerupted tooth
D7282 Mobilization of erupted or malpositioned tooth to aid eruption
D7283 Placement of device to facilitate eruption of impacted tooth
D7284 Excisional biopsy of minor salivary glands
D7285 Incisional biopsy of oral tissue – hard (bone, tooth)
D7286 Incisional biopsy of oral tissue – soft
D7287 Exfoliative cytological sample collection
D7288 Brush biopsy – transepithelial sample collection
D7290 Surgical repositioning of teeth
D7291 Transseptal fiberotomy/supra crestal fiberotomy, by report
D7292 Placement of temporary anchorage device [screw retained plate] requiring flap

D7293 Placement of temporary anchorage device requiring flap
D7294 Placement of temporary anchorage device without flap
D7296 Corticotomy – one to three teeth or tooth spaces, per quadrant
D7297 Corticotomy – four or more teeth or tooth spaces, per quadrant
D7298 Removal or temporary anchorage device [screw retained plate], requiring flap
D7299 Removal of temporary anchorage device, requiring flap
D7300 Removal of temporary anchorage device without flap

Alveoloplasty – surgical preparation of ridge for dentures

D7310 Alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant
D7311 Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant
D7320 Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant
D7321 Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant

Vestibuloplasty

D7340 Vestibuloplasty – ridge extension (secondary epithelialization)
D7350 Vestibuloplasty – ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)

Surgical excision of soft tissue lesions

D7410 Excision of benign lesion up to 1.25 cm
D7411 Excision of benign lesion greater than 1.25 cm

D7412 Excision of benign lesion, complicated
D7413 Excision of malignant lesion up to 1.25 cm
D7414 Excision of malignant lesion greater than 1.25 cm
D7415 Excision of malignant lesion complicated
D7465 Destruction of lesion(s) by physical or chemical method, by report

Surgical excision of intra–osseous lesions
D7440 Excision of malignant tumor – lesion diameter up to 1.25 cm
D7441 Excision of malignant tumor – lesion diameter greater than 1.25 cm
D7450 Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm
D7451 Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm
D7460 Removal of benign nonodontogenic cyst or tumor – lesion diameter up to 1.25 cm
D7461 Removal of benign nonodontogenic cyst or tumor – lesion diameter greater than 1.25 cm

Excision of bone tissue
D7471 Removal of lateral exostosis (maxilla or mandible)
D7472 Removal of torus palatinus
D7473 Removal of torus manibularis
D7485 Reduction of osseous tuberosity
D7490 Radical resection of maxilla or mandible

Surgical incision
D7509 Marsupialization of odontogenic cyst
D7510 Incision and drainage of abscess – intraoral soft tissue
D7511 Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)
D7520 Incision and drainage of abscess – extraoral soft tissue
D7521 Incision and drainage of abscess – extraoral soft tissue – complicated (includes drainage of multiple fascial spaces)
D7530 Removal of foreign body from mucosa, skin or subcutaneous alveolar tissue
D7540 Removal of reaction–producing foreign bodies, musculoskeletal system
D7550 Partial ostectomy/sequestrectomy for removal of non–vital bone
D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body

Treatment of fractures – simple
D7610 Maxilla – open reduction (teeth immobilized, if present)
D7620 Maxilla – closed reduction (teeth immobilized, if present)
D7630 Mandible – open reduction (teeth immobilized, if present)
D7640 Mandible – closed reduction (teeth immobilized, if present)
D7650 Malar and/or zygomatic arch – open reduction
D7660 Malar and/or zygomatic arch – closed reduction
D7670 Alveolus – closed reduction, may include stabilization of teeth
D7671 Alveolus – open reduction, may include stabilization of teeth
D7680 Facial bones – complicated reduction with fixation and multiple surgical approaches

Treatment of fractures – compound
D7710 Maxilla – open reduction
D7720 Maxilla – closed reduction
D7730 Mandible – open reduction
D7740 Mandible – closed reduction
D7750 Malar and/or zygomatic arch – open reduction
D7760 Malar and/or zygomatic arch – closed reduction
D7770 Alveolus – open reduction splinting stabilization of teeth
D7771 Alveolus – closed reduction stabilization of teeth
D7780 Facial bones – complicated reduction with fixation and multiple approaches

Reduction of dislocation and management of other temporomandibular joint dysfunctions

D7810 Open reduction of dislocation
D7820 Closed reduction of dislocation
D7830 Manipulation under anesthesia
D7840 Condylectomy
D7850 Surgical discectomy, with/without implant
D7852 Disc repair
D7854 Synovectomy
D7856 Myotomy
D7858 Joint reconstruction
D7860 Arthrotomy
D7865 Arthroplasty
D7870 Arthrocentesis
D7871 Non-arthroscopic lysis and lavage
D7872 Arthroscopy – diagnosis, with or without biopsy
D7873 Arthroscopy: lavage and lysis of adhesions
D7874 Arthroscopy: disc repositioning and stabilization
D7875 Arthroscopy: synovectomy
D7876 Arthroscopy: discectomy
D7877 Arthroscopy: debridement
D7880 Occlusal orthotic device, by report
D7881 Occlusal orthotic device adjustment
D7899 Unspecified TMD therapy, by report

Repair of traumatic wounds

D7910 Suture of recent small wounds up to 5 cm

Complicated suturing (reconstruction requiring delicate handling of tissues and wide undermining for meticulous closure)

D7911 Complicated suture – up to 5 cm
D7912 Complicated suture – greater than 5 cm

Other repair procedures

D7920 Skin graft (identify defect covered, location and type of graft)
D7922 Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site
D7939 Indexing for osteotomy using dynamic robotic assisted or dynamic navigation
D7940 Osteoplasty – for orthognathic deformities
D7941 Osteotomy – mandibular rami
D7943 Osteotomy – mandibular rami with bone graft; includes obtaining the graft
D7944 Osteotomy – segmented or subapical
D7945 Osteotomy – body of mandible
D7946 LeFort I (maxilla – total)
D7947 LeFort I (maxilla – segmented)
D7948 LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) – without bone graft
D7949 LeFort II or LeFort III – with bone graft
D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla – autogenous or nonautogenous, by report
D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach
D7952 Sinus augmentation with bone or bone substitutes via a vertical approach
D7953 Bone replacement graft for ridge preservation – per site
D7955 Repair of maxillofacial soft and/or hard tissue defect
D7956 Guided tissue regeneration, edentulous area – resorbable barrier, per site
D7957 Guided tissue regeneration, edentulous area – non-resorbable barrier, per site

D7961 Buccal/labial frenectomy (frenulectomy)
D7962 Lingual frenectomy (frenulectomy)
D7963 Frenuloplasty
D7970 Excision of hyperplastic tissue – per arch
D7971 Excision of pericoronal gingiva
D7972 Surgical reduction of fibrous tuberosity
D7979 Non-surgical sialolithotomy
D7980 Surgical sialolithotomy
D7981 Excision of salivary gland, by report
D7982 Sialodochoplasty
D7983 Closure of salivary fistula
D7990 Emergency tracheotomy
D7991 Coronoidectomy
D7993 Surgical placement of craniofacial implant – extra oral
D7994 Surgical placement zygomatic implant
D7995 Synthetic graft – mandible or facial bones, by report
D7996 Implant – mandible for augmentation purposes (excluding alveolar ridge), by report
D7997 Appliance removal (not by dentist who placed appliance), includes removal of archbar
D7998 Intraoral placement of a fixation device not in conjunction with a fracture
D7999 Unspecified oral surgery procedure, by report

D8000 – D8999 ORTHODONTICS

Limited orthodontic treatment

D8010 Limited orthodontic treatment of the primary dentition
D8020 Limited orthodontic treatment of the transitional dentition
D8030 Limited orthodontic treatment of the adolescent dentition
D8040 Limited orthodontic treatment of the adult dentition

Comprehensive orthodontic treatment

D8070 Comprehensive orthodontic treatment of the transitional dentition
D8080 Comprehensive orthodontic treatment of the adolescent dentition
D8090 Comprehensive orthodontic treatment of the adult dentition

Minor treatment to control harmful habits

D8210 Removable appliance therapy
D8220 Fixed appliance therapy

Other orthodontic services

D8660 Pre-orthodontic treatment examination to monitor growth and development
D8670 Periodic orthodontic treatment visit
D8680 Orthodontic retention (removal of appliances, construction and placement of retainer[s])
D8681 Removable orthodontic retainer adjustment
D8695 Removal of fixed orthodontic appliances for reasons other than completion of treatment
D8696 Repair of orthodontic appliance – maxillary
D8697 Repair of orthodontic appliance – mandibular
D8698 Re-cement or re-bond fixed retainer – maxillary
D8699 Re-cement or re-bond fixed retainer – mandibular
D8701 Repair of fixed retainer, includes reattachment – maxillary
D8702 Repair of fixed retainer, includes reattachment – mandibular
D8703 Replacement of lost or broken retainer – maxillary
D8704 Replacement of lost or broken retainer - mandibular
D8999 Unspecified orthodontic procedure, by report

D9000 – D9999 ADJUNCTIVE GENERAL SERVICES

Unclassified treatment

D9110 Palliative (emergency) treatment of dental pain – minor procedure
D9120 Fixed partial denture sectioning
D9130 Temporomandibular joint dysfunction – non-invasive physical therapies

Anesthesia

D9210 Local anesthesia not in conjunction with operative or surgical procedures
D9211 Regional block anesthesia
D9212 Trigeminal division block anesthesia
D9215 Local anesthesia
D9219 Evaluation for moderate sedation, deep sedation or general anesthesia
D9222 Deep sedation/general anesthesia – first 15 minutes
D9223 Deep sedation/general anesthesia – each subsequent 15 minute increment
D9230 Analgesia, anxiolysis, inhalation of nitrous oxide
D9239 Intravenous moderate (conscious) sedation/analgesia – first 15 minutes
D9243 Intravenous moderate (conscious) sedation/analgesia – each subsequent 15 minute increment
D9248 Non-intravenous conscious sedation

Professional consultation

D9310 Consultation (diagnostic service provided by dentist or physician other than requesting dentist or physician

Professional visits

D9410 House/extended care facility call
D9420 Hospital call
D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
D9440 Office visit – after regularly scheduled hours
D9450 Case presentation, detailed and extensive treatment planning

Drugs

D9610 Therapeutic parenteral drug, single administration
D9612 Therapeutic parenteral drugs, two or more administrations, different medications
D9613 Infiltration of sustained release therapeutic drug, per quadrant
D9630 Drugs or medicaments dispensed in the office for home use

Miscellaneous services

D9910 Application of desensitizing medicament
D9911 Application of desensitizing resin for cervical and/or root surface, per tooth
D9912 Pre-visit patient screening
D9920 Behavior management, by report
D9930 Treatment of complications (post–surgical) – unusual circumstances, by report
D9932 Cleaning and inspection of removable complete denture, maxillary
D9933 Cleaning and inspection of removable complete denture, mandibular
D9934 Cleaning and inspection of removable partial denture, maxillary
D9935 Cleaning and inspection of removable partial denture, mandibular
D9938 Fabrication of a custom removable clear plastic temporary aesthetic appliance
D9939 Placement of a custom removable clear plastic temporary aesthetic appliance
D9941 Fabrication of athletic mouthguard
D9942 Repair and/or reline of occlusal guard
D9943 Occlusal guard adjustment
D9944 Occlusal guard – hard appliance, full arch
D9945 Occlusal guard – soft appliance, full arch

D9946	Occlusal guard – hard appliance, partial arch
D9947	Custom sleep apnea appliance fabrication and placement
D9948	Adjustment of custom sleep apnea appliance
D9949	Repair of a custom sleep apnea appliance
D9950	Occlusion analysis – mounted case
D9951	Occlusal adjustment – limited
D9952	Occlusal adjustment – complete
D9953	Reline custom sleep apnea appliance (indirect)
D9954	Fabrication and delivery of oral appliance therapy (OAT) morning repositioning device
D9955	Oral appliance therapy (OAT) titration visit
D9956	Administration of home sleep apnea test
D9957	Screening for sleep related breathing disorders
D9961	Duplicate/copy patient's records
D9970	Enamel microabrasion
D9971	Odontoplasty – per tooth
D9972	External bleaching – per arch – performed in office
D9973	External bleaching – per tooth
D9974	Internal bleaching – per tooth
D9990	Certified translation or sign language services - per visit
D9995	Teledentistry – synchronous; real-time encounter
D9996	Teledentistry – asynchronous; information stored and forwarded to dentist for subsequent review
D9997	Dental case management – Patients with special Health Care Needs
D9999	Unspecified adjunctive procedure, by report

Note: This Appendix represents codes and nomenclature excerpted from the version of Current Dental Terminology (CDT) in effect at the date of this printing. CDT coding and nomenclature are the copyright of the American Dental Association, and have been accepted as the standard for data transmission purposes under federal Administrative Simplification regulations. For the purposes of this Appendix, Delta Dental's administration of Benefits, Limitations and Exclusions under this Contract will at all times be based on the then-current version of CDT whether or not a revised Appendix B is provided.

APPENDIX C
ORTHODONTIC BENEFIT RIDER

In consideration of the payments stated in Article 3 of the attached Contract, and subject to all of the terms and conditions thereof, except as herein otherwise specified, Delta Dental agrees to provide Orthodontic Benefits to eligible Enrollees, as follows:

1. Orthodontics are the procedures performed by a licensed Dentist, involving surgical repositioning of the teeth or jaws in whole or in part and/or the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of mal-alignment of teeth and/or jaws which significantly interferes with their function.

2. Delta Dental will pay or otherwise discharge 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fees for Orthodontics.

3. The lifetime maximum amount payable by Delta Dental for all Orthodontics whether paid for under the provisions of this Contract or under any prior dental care plan rendered to each Enrollee shall be $2,000 and the limitations on maximum amounts payable during a calendar year, if any, specified in the attached Contract, shall not apply to Orthodontics.

EXCLUSIONS AND LIMITATIONS: In addition to Exclusions and Limitations stated in Article 4 to the attached Contract, the following exclusions and limitations shall apply to Orthodontic Benefits:

(a) The obligation of Delta Dental to make payments for an Orthodontic treatment plan begun prior to the Eligibility Date of the patient shall commence with the first payment due following the patient's Eligibility Date. The above-mentioned maximum amount payable will apply fully to this and subsequent payments.

(b) Orthodontic Benefits will be provided in two payments after the person becomes covered (the initial payment at the banding date and the second in 12 months); however, for treatment plans of less than $500.00 or when the treatment plan is 12 months or less, one payment will be made.

(c) The obligation of Delta Dental to make payments for Orthodontics shall terminate on the payment due next following the date the Dependent loses eligibility or the employee loses eligibility, or upon the termination of treatment for any reason prior to completion of the case, or upon termination of the Contract, whichever shall occur first.

(d) Delta Dental will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this plan.

(e) X-rays and extraction procedures incident to Orthodontics are not covered by Orthodontic Benefits, but may be covered under the provisions of the attached Contract, subject to all of the terms and provisions thereof.

(f) Delta Dental will pay the applicable percentage of the Dentist's fee for a standard orthodontic treatment plan involving surgical and/or non-surgical procedures. If the Enrollee selects specialized orthodontic appliances or procedures, an allowance will be made for the cost of the standard orthodontic treatment plan and the patient is responsible for the remainder of the Dentist's fee.

DELTA DENTAL OF CALIFORNIA

(A Not-for-Profit Corporation Incorporated in California and a Member of the Delta Dental Plans Association)

Home Office: 560 Mission Street, Suite 1300, San Francisco, California 94105
(Herein referred to as "Delta Dental")
415-972-8300

Group Number 00697

IN CONSIDERATION of the application made by FRESNO UNIFIED SCHOOL DISTRICT, referred to in this Contract as "the Contractholder," and IN CONSIDERATION of payments by the Contractholder as stated in Article 3, Delta Dental agrees to provide the Benefits in Article 4 for a period of 36 months, beginning at 12:01 a.m., Standard Time, on the Effective Date, October 1, 2023, and expiring September 30, 2026, unless this Contract is terminated in accordance with Article 9. This Contract shall not renew without the express written consent of the Parties.

The following documents are attached to this Contract and made a part hereof:

Appendix A Data Sharing
Appendix B Current Dental Terminology

This Contract contains the following Articles:

Article 1 Definitions
Article 2 Eligibility
Article 3 Payments
Article 4 Benefits Provided; Limitations and Exclusions
Article 5 Maximum Amount
Article 6 Coordination of Benefits
Article 7 Conditions Under Which Delta Dental Will Provide Benefits
Article 8 Other Delta Dental Obligations
Article 9 Termination and Renewal
Article 10 Continued Coverage Option
Article 11 General Provisions

ARTICLE 1 – DEFINITIONS

These terms, when used in this Contract, mean the following:

1.1 **Administrator** - a third party entity designated by Delta Dental to perform administrative functions described throughout this Contract, including, but not limited to, the collection of dues and eligibility.

1.2 **Benefits** - those dental services that are available under the terms of this Contract as set out in Article 4.

1.3 **CPHCC** – California Purchasers Health Care Coalition.

1.4 **Contract** - this agreement between Delta Dental and the Contractholder including the attached appendices. This Contract is the entire Contract between the parties.

1.5 **Contract Term** - the period beginning on the Effective Date, and ending on September 30, 2026, and each subsequent yearly period during which this Contract remains in effect.

1.6 **Delta Dental PPO(SM) Dentist** - a Dentist with whom Delta Dental has a written agreement to provide services at the in-network level for Enrollees in this Delta Dental PPO Plan.

1.7 **Delta Dental PPO Dentist's Fee** - the fee that a Delta Dental PPO Dentist has contractually agreed with Delta Dental to accept for treating Enrollees under this plan, or the Fee Actually Charged, whichever is less, for a Single Procedure.

1.8 **Delta Dental PPO Dentist's Prevailing Fee** - the fee for a Single Procedure that satisfies the majority of Delta Dental PPO Dentists, as determined by Delta Dental based upon confidential fee listing accepted by Delta Dental from Delta Dental PPO Dentists.

1.9 **Delta Dental Dentist** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.

1.10 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.

1.11 **Dependent** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.

1.12 **Eligibility Date** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract.

1.13 **Enrollee** - a Primary Enrollee or a Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta Dental receives the appropriate monthly payment as set out in Article 3.

1.14 **Enrollee Copayment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.

1.15 **Fee Actually Charged** - the fee for a particular dental service or procedure that a Dentist submits to Delta Dental on a claim form, less any portion of such fee that is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.

1.16 **Participating Plan** - Delta Dental and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist it in administering the Benefits of this Contract.

1.17 **Prevailing Fee** – an allowance determined by Delta Dental and/or a Participating Plan for services provided by a dentist who is not a Delta Dental Dentist.

1.18 **Primary Enrollee** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.

1.19 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.

1.20 **Single Procedure** – a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Current Dental Terminology (CDT). Many CDT codes are listed in Appendix B of this Contract.

For a Dentist who has signed a Delta Dental Dentist Agreement with Delta Dental of California, his or her "Usual, Customary and Reasonable Fee" for any Single Procedure is the fee that the Dentist has filed with Delta Dental and which Delta Dental has accepted. For these Dentists, the words "Usual, Customary and Reasonable" means the following:

Usual - the amount which a Dentist regularly charges and receives for a given service. If the Dentist charges more than one fee for a given service, the "usual" fee for that service is the lowest fee which the Dentist regularly charges or offers to Enrollees.

Customary - the fee is within the range of usual fees charged and received for a particular service by Dentists of similar training in the same geographic area that Delta Dental determines is statistically relevant.

Reasonable - a fee schedule is reasonable if it is "usual" and "customary." Additionally, a specific fee to a specific Enrollee is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty, of the case in question.

ARTICLE 2 – ELIGIBILITY

2.1 Every Primary Enrollee or Dependent who meet the eligibility criteria established by the Contractholder shall be considered an "Enrollee," provided, however, that Delta Dental shall not be obligated to provide Benefits for any Primary Enrollee or his or her Dependents, unless the Primary Enrollee is reported upon the list of Primary Enrollees submitted pursuant to paragraph 2.6 of this Contract (or any revision or correction of such list), and the appropriate payment is made pursuant to Article 3 of this Contract, for the month(s) in which covered dental services were provided.

Primary Enrollees shall become eligible on the 1st day of the month following the month in which their employment or service begins.

Children may enroll for coverage as the dependent children of only one Primary Enrollee.

A Primary Enrollee may not enroll for coverage as a Dependent.

In the event both spouses are Primary Enrollees, neither may enroll as the dependent of the other.

Necessary modifications showing newly added Primary Enrollees or deleting Primary Enrollees who are no longer eligible shall be made to the list of Primary Enrollees and submitted to Delta Dental by the Contractholder on or before the tenth day of each month; provided, however, that no Primary Enrollee shall be deleted from the list unless his employment or service with the

Contractholder has terminated. Employment or service shall not be considered terminated if the Primary Enrollee is employed for less than a full year but is expected to return to his employment the following school year.

2.2 Dependents are the Primary Enrollee's legal spouse or domestic partner and dependent children from birth to age 26. Children who may be covered are defined by Contractholder. The Dependents of Primary Enrollees are eligible to enroll on the same date that the Primary Enrollee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired Dependents become Dependents as soon as they acquire dependent status.

Domestic partners are defined as same or opposite sex partners who are both at least 18 years of age. You may be required to provide your employer with a copy of the Declaration of Domestic Partnership registered with the Secretary of State of the State of California.

A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this Contract.

2.3 A dependent child may continue eligibility if:

a) He or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition as defined by the Contractholder;

b) He or she is unmarried or not in a domestic partnership;

c) He or she is chiefly dependent on the eligible employee for support; and

d) Meets the definition and requirements established by the Contractholder.

2.4 Dependent spouses and domestic partners in military service are not eligible.

2.5 Every Primary Enrollee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta Dental will not provide Benefits for any Primary Enrollee or his or her Dependents unless (1) the Primary Enrollee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payment is made as required by Article 3 of this Contract, for the month(s) in which Delta Dental provides covered dental services.

2.6 The Contractholder will compile and furnish Delta Dental with a list of all enrolled Primary Enrollees, showing their Enrollee ID numbers, the dates of hire, and, if applicable, division codes. The Contractholder also agrees to include in the list all persons electing continued coverage under Article 10, showing their federally assigned Enrollee ID numbers and dates of election.

2.7 If the eligibility list has not arrived or been processed for the current month, Delta Dental will extend the prior month's eligibility list to process claims for the current month. The extension of the eligibility list does not waive in any way the requirement that the Contractholder provide an eligibility list to Delta Dental each month. The Contractholder shall pay, as set forth in Article 3, all amounts applicable for Primary Enrollees reported in the extended eligibility list.

2.8 Primary Enrollees who were eligible when regularly employed and who are on an approved leave of absence have the option of continuing their eligibility. Contractholder will define who is eligible based on their employment documents and collective bargaining agreements. The Contractholder's payment for those on leave will be provided as part of the Contractholder's normal payment practices and the Contractholder will continue to include such Primary Enrollee in the list of Primary Enrollees.

2.9 A Primary Enrollee's eligibility ends on the last day of the month in which his or her full-time employment ends, unless they choose to continue coverage under Article 10. A Dependent's eligibility ends along with the Primary Enrollee's, or sooner if the Dependent loses his or her dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

ARTICLE 3 – PAYMENTS

3.1 Delta Dental will transmit a weekly invoice summarizing claims paid and administration charges. The weekly invoice will be transmitted by fax or e-mail to the Contractholders designated representative, CPHCC. CPHCC will initiate an electronic fund transfer to Delta Dental's bank account on behalf of the Contractholder within three business days of receiving the weekly invoice.

The Contractholder agrees to pay Delta Dental 5.75% of claims paid per week to compensate Delta Dental for its administration of the dental plan.

3.2 The amount payable for each person electing continued coverage as provided in Article 10 for himself or herself will be the same as those for a single Primary Enrollee. The amounts payable for a person who also elects continued coverage for his or her Dependents will be the same as those for a Primary Enrollee with the same number of Dependents.

3.3 If during a Contract Term any new or increased tax or assessment is imposed on the amounts payable to, or by, Delta Dental under the contract with CPHCC or any immediately preceding contract between the parties, the amount stated in paragraph 3.1 will be increased by the amount of any such new or increased taxes or assessments by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

3.4 Delta Dental may change the amounts due charge whenever the Contract is amended or whenever the Contractholder requests a change in Benefits, eligibility or when due to a state and/or federally mandated change. Any change in amounts due shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing (except as provided in paragraphs 3.3 and 3.4, or a state and/or federally mandated change).

3.5 Administration and eligibility may be adjusted retroactively by Delta Dental or the Contractholder, but such adjustments are limited to the three-month period prior to the most current month for which the Contractholder provides eligibility data.

ARTICLE 4 - BENEFITS PROVIDED; LIMITATIONS AND EXCLUSIONS

4.1 Subject to the limitations and exclusions set forth below, the following services are Benefits when they are provided by a Dentist and when they are necessary and customary as determined by the standards of generally accepted dental practice.

4.2 DIAGNOSTIC AND PREVENTIVE BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Diagnostic and Preventive Benefits:

Diagnostic- oral examinations
x-rays
diagnostic casts
examination of biopsied tissue
palliative (emergency) treatment of dental pain
specialist consultation

Preventive- prophylaxis (cleaning)
topical application of fluoride solution
space maintainers

4.3 BASIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fees for the following Basic Benefits:

Oral Surgery- extractions and certain other surgical procedures, including pre- and postoperative care

Restorative- amalgam, silicate or composite (resin) restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)

Endodontic- treatment of the tooth pulp

Periodontic- treatment of gums and bones supporting teeth

Sealants- topically-applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay

Adjunctive
General
Services- general anesthesia; office visit for observation; office visit after regularly scheduled hours; therapeutic drug injection; treatment of post-surgical complications (unusual circumstances); occlusal adjustment, limited

4.4 CROWNS, INLAYS, ONLAYS AND CAST RESTORATIONS BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, silicate or direct composite (resin) restorations.

4.5 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary, and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fee for the construction or repair of fixed bridges, partial or complete dentures to replace missing, natural teeth.

4.6 DENTAL ACCIDENT BENEFITS. Delta Dental shall pay or otherwise discharge 100% of the Dentist's Usual, Customary and Reasonable fees or of the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Dental Accident Benefits:

Services described under Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays, Cast Restorations, and Prosthodontic Benefits, and subject to all the conditions, limitations, and exclusions applicable thereto, when provided for conditions caused directly or independently of all other causes, by external, violent and accidental means.

4.7 **LIMITATIONS**:

(a) An oral examination is a Benefit only twice in a calendar year while the patient is an Enrollee under any Delta Dental plan.

(b) Delta Dental pays for full-mouth x-rays only after three years have elapsed since any prior set of full-mouth x-rays was provided under any Delta Dental plan.

(c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in a calendar year while the patient is an Enrollee under any Delta Dental plan.

(d) A prophylaxis (cleaning) or Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan.

Routine prophylaxes are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Basic Benefit.

(e) Periodontal limitations:

a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy.
b) Periodontal surgery in the same quadrant is limited to once in every 36month period and includes any surgical re-entry or scaling and root planing.
c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.

(f) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan.

(g) Sealant Benefits are limited to eligible dependent children under age 14. Sealant Benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations and with the occlusal surface intact. Sealant Benefits do not include the repair or replacement of a sealant on a tooth within three years of its application.

(h) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while the patient is an Enrollee under any Delta Dental plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.

(i) Prosthodontic appliances that were provided under any Delta Dental plan will be replaced only after five years have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing fixed bridge, partial denture or complete denture cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory.

(j) Delta Dental will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.

(k) Implants (materials implanted into or on bone or soft tissue), or their removal, are not Benefits under this Contract. However, if implants are provided in association with a covered prosthodontic appliance, Delta Dental will allow the cost of a standard complete or partial denture toward the cost of the implant procedures and prosthodontic appliances. If Delta Dental makes an allowance toward the cost of such procedures, Delta Dental will not pay for any replacement placed within five years thereafter.

(l) Dental Accident Benefits shall be limited to services provided to an Enrollee within 180 days following the date of the accident, and shall not include any services for conditions caused by an accident occurring before the Enrollee's eligibility date.

(m) If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the Enrollee is responsible for the remainder of the Dentist's fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.

(n) Filling is limited to once per surface, per tooth within a 24-month period.

(o) Extraction of an erupted tooth or exposed root is limited to once per tooth per lifetime.

(p) Extraction of an erupted tooth with bone removal is limited to once per tooth per lifetime.

(q) Root canal is limited to once per tooth within a 12-month period.

4.8 **EXCLUSIONS -** The following services are not Benefits:

(a) Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws.

(b) Services which are provided to the Enrollee by any, Federal or State Government Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except as provided in California Health and Safety Code Section 1373(a).

(c) Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and is not a covered Benefit.

(d) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper or lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth).

(e) Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.

(f) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.

(g) Prescribed or applied therapeutic drugs, premedication or analgesia.

(h) Experimental procedures.

(i) All hospital costs and any additional fees charged by the Dentist for hospital treatment.

(j) Charges for anesthesia, other than general anesthesia administered by a licensed Dentist in connection with covered Oral Surgery services.

(k) Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).

(l) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.

(m) Replacement of existing restorations for any purposes other than active tooth decay.

(n) Intravenous sedation, occlusal guards and complete occlusal adjustment.

(o) Orthodontic services (treatment of mal-alignment of teeth and/or jaws).

(p) Diagnostic casts.

4.9 An agreement between the Contractholder and Delta Dental is required to change Benefits during a Contract Term.

ARTICLE 5 – MAXIMUM AMOUNT

5.1 For services provided by a Delta Dental PPO Dentist:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is $2,000. The maximum amount Delta Dental will pay for Dental Accident Benefits provided to any one person in a calendar year is $1,000.

For services provided by other Dentists:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is $1,000. The maximum amount Delta Dental will pay for Dental Accident Benefits provided to any one person in a calendar year is $1,000.

ARTICLE 6 – COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is "primary" under the rules described below, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (California Health and Safety Code 1374.19 (2007).

6.2 If the other plan mainly covers services or expenses other than dental care, this plan is "primary." Otherwise, Delta Dental will use the following rules to determine which plan is "primary":

(a) The plan that covers the person as other than a Dependent is primary over the plan that covers the person as a Dependent, with the following exception:

If the person is also a Medicare Beneficiary and Medicare is:

(i) secondary to the plan covering the person as a Dependent; and

(ii) primary to the plan covering the person as other than a Dependent (for example, a retired employee),

then the Benefits of the plan covering the person as a Dependent are determined before the Benefits of the plan covering the person as other than a Dependent.

(b) The plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a Dependent child whose parents are separated or divorced as described in (c) below).

(c) In the case of a Dependent child whose parents are legally separated or divorced:

(i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the parent without custody.

(ii) If the parent with custody has remarried, the plan which covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the step-parent, and the plan which covers the child as a Dependent of the step-parent is primary over the policy or plan which covers the child as a Dependent of the parent without custody.

(iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this plan, then notwithstanding (i) and (ii), the plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other plan which covers the child.

6.3 The Benefits of a plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other plan covering such person as an employee.

6.4 If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one plan, Benefits order shall be determined as follows:

(a) The Benefits of the plan covering the person as an employee or Dependent shall be primary.

(b) The Benefits under continuation coverage shall be secondary.

6.5 If the primary plan cannot be determined by the rules described in this Article 6, the plan that has covered the person longer shall be primary.

6.6 An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dental Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

ARTICLE 7 – CONDITIONS UNDER WHICH DELTA DENTAL WILL PROVIDE BENEFITS

7.1 Benefits, unless otherwise provided in Article 4, are available from the Eligibility Date of an Enrollee.

7.2 An Enrollee may choose the services of any licensed Dentist, but neither Delta Dental nor the Contractholder guarantees the availability of any particular Dentist.

7.3 Before Delta Dental is obligated to approve and/or satisfy any claims under this Contract, Delta Dental is entitled to receive, to such extent as is lawful, such information and records relating to attendance to or examination of or treatment provided to an Enrollee from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, as may be required in the administration of such claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his or her community or residence. Delta Dental agrees in every case to hold such information and records as confidential.

7.4 The process Delta Dental uses to determine or deny payment for services are distributed to all Delta Dental Dentists. They describe in detail the dental procedures covered as Benefits, the conditions under which coverage is provided and the limitations and exclusions applicable to the plan. Claims are reviewed for eligibility and are paid according to these processing policies. Those claims that require additional review are evaluated by Delta Dental's Dentist consultants. If any claims are not covered or if limitations or exclusions apply to services the Enrollee has received by a Delta Dental Dentist, the Enrollee will be notified by an adjustment notice on the Notice of Payment or Action. The Enrollee may contact Delta Dental's Customer Service Department for more information regarding Delta Dental's processing policies.

7.5 Second Opinions. Delta Dental reserves the right to obtain second opinions through regional consultant members of its quality review committee. This committee conducts clinical examinations, prepares objective reports of dental conditions, and evaluates treatment that is proposed or has been proposed.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a predetermination of treatment cost by a Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the regional consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a regional consultant Delta Dental will pay for all charges.

The Enrollee may otherwise obtain second opinions about treatment from any Dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

7.6 For services provided by a Dentist who is not a Delta Dental PPO Dentist or a Delta Dental Dentist, Delta Dental will not pay more than the lesser of the fees entered on the claim reporting such services to Delta Dental or the Prevailing Fee, multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim from the Enrollee, Delta Dental will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim form, reduced by the portion discounted, waived, rebated or not collected, or (2) the Prevailing Fee, reduced by the portion discounted, waived, rebated or not collected.

7.7 Delta Dental will pay a Delta Dental Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dental Dentists provide that, in the event Delta Dental fails to pay the Dentist, the Enrollee will not owe the dentist for any sums owed by Delta Dental.

7.8 Delta Dental will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dental Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta Dental will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the State of California. In the event Delta Dental fails to pay the Dentist who has not contracted with Delta Dental as a Delta Dental Dentist, the Enrollee may be liable to the dentist for the cost of the service.

7.9 Delta Dental is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dental Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta Dental, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.

7.10 Delta Dental, with the assistance of Participating Plans, will give each Delta Dental Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) must be submitted to Delta Dental.

7.11 If you have any questions about the services received from a Delta Dental Dentist, we recommend that you first discuss the matter with your Dentist. If you continue to have concerns, you may call or write us. We will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between you and your group. If you have any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, you may call us tollfree at **888-335-8227** contact us on our website at: deltadentalins.com or write us at P.O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If your claim has been denied or modified, you may file a request for review (a grievance) with us within 180 days after receipt of the denial or modification. If in writing, the correspondence must include your group name and number, the Primary Enrollee's name and ID number, the inquirer's telephone number and any additional information that would support the claim for benefits. Your correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, we will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Our review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of our regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Our review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and we will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, we shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

We will provide the Enrollee a written acknowledgement within five calendar days of receipt of the request for review. We will make a written decision within 30 calendar days of receipt of the request for review. We will respond, within three calendar days of receipt, to complaints involving severe pain and imminent and serious threat to an Enrollee's health. You may request copies free of charge of the relevant information used in our review.

EXTERNAL REVIEW

If your grievance has been denied on review, or if we fail to respond to your request for review within 60 days, you, or someone you name to act on your behalf, are entitled to request an independent external review of our decision. Generally, only claims denied due to a lack of medical necessity or an experimental investigational determination are eligible for external review. If you request an external review, the U.S. Department of Health and Human Services (HHS) will review our decision and provide you with a written determination. You have the right to submit additional information that you feel is relevant to the external review at the address listed below. Any additional information you provide will be submitted by HHS to Delta Dental for reconsideration.

To file an external review, please send a written request (including your contact information, the denied claim information, and your reason for requesting a review) by email to DisputedClaim@opm.gov; by fax to 202-606-0036; or by mail to P.O. Box 791, Washington, DC 20044. Requests must be filed within four (4) months of the date of our review determination. Please keep a copy of all correspondence you send to HHS.

7.12 The Benefits that Delta Dental provides are limited to the applicable percentages of the Dentist's fees or allowances specified in Article 4. The Contractholder requires the Enrollee to pay the balance of any such fee or Allowance, known as the "Enrollee Copayment," as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Dentist discounts, waives or rebates any portion of the Enrollee Copayment to the Enrollee, Delta Dental only provides as Benefits the Dentist's fees or allowances reduced by the amount that such fees or allowances are discounted, waived or rebated.

ARTICLE 8 – OTHER DELTA DENTAL OBLIGATIONS

8.1 Delta Dental shall encourage Delta Dental Dentists to submit a standardized claim form before providing service, showing the Enrollee's dental needs and the treatment necessary in the professional judgment of the Dentist.

Delta Dental shall predetermine, from the claim form and other data, what would be payable by Delta Dental and an Enrollee for the proposed service under the terms of this plan as of the date of predetermination.

Such predetermination shall not constitute a guaranty or authorization of Benefits under this Contract, and any actual payment by Delta Dental will depend upon the Enrollee's eligibility and remaining annual maximum when completed services are reported to Delta Dental.

Delta Dental shall advise Delta Dental Dentists to notify the Enrollee of all information provided by Delta Dental in the predetermination.

8.2 A Dentist may file a statement before treatment, showing the services to be provided to an Enrollee. Delta Dental will predetermine the amount of Benefits payable under this Contract for the listed services. A predetermination will become invalid at the end of the Contract Term or the date the Enrollee's eligibility ends.

8.3 Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Delta Dental shall not be obligated to recover claims paid to a Dentist as a result of Contractholder's retroactive eligibility adjustments to eligibility reports. The Contractholder agrees to reimburse Delta Dental for any erroneous claims payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

8.4 Delta Dental will provide professional review of the adequacy of service provided by Delta Dental Dentists.

8.5 Delta Dental, with the assistance of a Participating Plan, agrees to furnish to the Contractholder on the effective date, and at reasonable times thereafter, a directory of Delta Dental Dentists and Delta Dental PPO Dentists who have agreed to provide the services described in this Contract. It is understood that the Dentists listed in that directory may change from time to time and Delta Dental reserves the right to update the directory without prior notice to the Contractholder. However, Delta Dental agrees to give notice to the Contractholder within a reasonable time of any Delta Dental Dentist's termination or breach of Contract, or inability to perform, which will materially and adversely affect the Contractholder. Current information concerning the Delta Dental Dentist status of any Dentist may be obtained by telephoning the Delta Dental Customer Service Department at 888-335-8227. The Dentists providing or contracting to provide dental services under this Contract are solely responsible for those dental services, and in no case will Delta Dental or the Contractholder be liable for any act or omission by such Dentists, their agents or employees.

8.6 Delta Dental shall furnish CPHCC weekly accountings showing the amount of Dentists' statements paid or discharged during the preceding week and the amount payable for administration (pursuant to paragraph 3.1 of the Contract). Delta Dental may render interim accountings at any time, if it has insufficient funds on hand to pay Dentists' statements and may suspend payments of such statements until the funds are received. Delta Dental shall in no event be obligated to pay for or provide Benefits except out of funds paid by CPHCC.

8.7 Delta Dental shall return to the Contractholder after the end of the Contract Term monies remaining, if any, after payment or other discharge of current bills for services. For purposes of computations of amounts payable hereunder, amounts, if any, withheld from payments to Delta Dental Dentists by Delta Dental for its reserves, research or other purposes deemed proper by the governing board of Delta Dental will be deemed to have been paid to Delta Dental in discharge of claims of such Dentists.

ARTICLE 9 – TERMINATION AND RENEWAL

9.1 This Contract may be terminated for the following causes:

(a) By Delta Dental, if the Contractholder fails (1) to give Delta Dental a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder's records as called for under Article 2, or (3) to pay the amounts charged in the manner required in Article 3, provided the Contractholder has been duly notified of such failure and at least 15 days have elapsed since the date of notification.

(b) By the Contractholder, for any reason.

9.2 If Delta Dental terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta Dental is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta Dental for the full amount of all Dentist's Statements paid or otherwise discharged by Delta Dental pursuant to this Contract, including claims discharged by Delta Dental pursuant

to this paragraph, plus 5.75% if such amount as provided in paragraph 3.1, less amounts actually paid by the Contractholder to Delta Dental.

9.3 A party choosing to terminate this Contract at the end of a Contract Term or at any time without cause must give at least 60 days written notice of termination to the other party. If Delta Dental wants to change the administration or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 60 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.

9.4 If this Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract. Contractholder may contract with Delta Dental to pay run-out claims received after the contract termination date and the fee will be 5.75% of paid claims.

9.5 All Benefits end for all Enrollees, when this Contract ends, and Delta Dental will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.

9.6 Delta Dental must notify the Contractholder in writing of any termination by Delta Dental under paragraph 9.1, and the Contractholder shall promptly provide notice to enrollees via the district's Joint Health Management Board (JHMB) website, e-mail blasts and publication in the JHMB newsletter Health connection and provide Delta Dental with proof of such notification.

9.7 Notwithstanding the expiration or termination of this Contract for any reason (a) any provision of this Contract that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Contract, including without limitation, the rights and duties under Paragraphs 11.10, 11.11, 11.12, and 11.13; and (b) all undisputed fees due and payable hereunder through the termination date.

9.8 Transfer of Data. Following termination of the Agreement Delta Dental shall transfer all the Contractholder and participant data necessary to administer the dental benefit to the successor dental network provider. Such data shall be transferred to the successor dental network provider 60 days prior to the effective date of termination. If the data transfer described in this Paragraph 9.9 is not completed by the deadline Delta Dental shall pay a late fee of $500 per day each day until the data is provided.

ARTICLE 10 – OPTIONAL CONTINUATION OF COVERAGE (COBRA)

10.1 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) requires that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." Enrollees may be entitled to continue coverage under this plan, *at the Qualified Beneficiary's expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event.

10.2 DEFINITIONS

The meaning of key terms used in this Article are shown below and apply to federal.

Qualified Beneficiary means:

1. Enrollees who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or

2. A child who is born to or placed for adoption with the Primary Enrollee during the period of continued coverage, provided such child is enrolled within 30 days of birth or placement for adoption.

Qualifying Event means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

Event 1: The termination of employment (other than termination for gross misconduct), or the reduction in work hours, by the Primary Enrollee's employer;

Event 2: The death of the Primary Enrollee;

Event 3: Divorce or legal separation from the Primary Enrollee, or dissolution of qualified domestic partnership;

Event 4: A Dependent child ceasing to meet the description of Dependent child;

Event 5: As to Dependents only, a Primary Enrollee becoming entitled to Medicare.

10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence Qualifying Event 1.

This 18-month period can be extended for a total of 29 months, provided:

1. A determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and

2. Notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify the employer/administrator within 30 days of any such determination.

If, during the 18-month continuation period resulting from Qualifying Event 1, the Primary Enrollee's Dependents experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

The Primary Enrollee's Dependents may continue coverage for 36 months following the month in which Qualifying Events 2, 3, 4 or 5 occur.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their Dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's Dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

10.4 ELECTION OF CONTINUED COVERAGE

The Primary Enrollee's employer shall notify Delta Dental in writing within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer or the administrator in writing within 60 days of Qualifying Events 2, 3, 4 or 5, or within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer or the administrator will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer or the administrator written notice of the election to continue coverage. Failure to provide this written notice of election to the employer or the administrator within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial Premium to his or her employer or the administrator, which includes the Premium for each month since the loss of coverage. Failure to pay the required Premium within the 45 days will result in loss of the right to continued coverage, and any Premiums received after that date will be returned to the Qualified Beneficiary.

10.5 CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

10.6 TERMINATOIN OF COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occur:

1. The allowable number of consecutive months of continued coverage is reached;

2. Failure to pay the required Premium in a timely manner;

3. The employer ceases to provide any group dental plan to its employees;

4. The individual moves out of the plan's service area;

5. The individual first obtains coverage for dental benefits, after the date of the election of continued coverage, under another group health plan (as an employee or Dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such person, if that preexisting condition is covered under this plan;

6. Entitlement to Medicare.

The employer or Primary Enrollee shall notify Delta Dental or the administrator within 30 days of the occurrence of any of the above events. Once continued coverage terminates, it cannot be reinstated.

10.7 TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person's ability to elect continuation coverage under the employer's subsequent dental plan, if any. The employer must notify the successor plan of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage under that plan.

The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan had such plan with the former employer not terminated. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of Premium to the new group benefit plan within 30 days of receiving notice of the termination of the Delta Dental plan.

10.8 OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan.

ARTICLE 11 – GENERAL PROVISIONS

11.1 No agent has authority to change this Contract or waive any of its provisions. No change in this Contract is valid unless approved by an executive officer of Delta Dental and Contractholder and included in this Contract by written amendment.

11.2 The provisions of this Contract are severable. If any portion of this Contract or any Amendment of it is determined to be illegal, void or unenforceable by any arbitrator, court or other competent authority, all other provisions of this Contract will remain in effect.

11.3 The parties agree that the laws of the State of California, where the Contract was entered into and is to be performed, govern all questions regarding the interpretation or enforcement of this Contract. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1 of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by those laws bind Delta Dental whether or not stated in this Contract.

11.4 Delta Dental and the Contractholder agree to consult each other to the extent reasonably practical concerning all materials published or distributed relating to this Contract. Neither Delta Dental nor the Contractholder will publish or distribute materials that are contrary to the terms of this Contract.

11.5 Delta Dental and the Contractholder agree to permit and encourage the professional relationship between Dentist and Enrollee to be maintained without interference.

11.6 The Contractholder shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. The Contractholder may change its representative at any time on 60 days' notice to Delta Dental. Any notice required from Delta Dental to any Enrollee may be given to the Contractholder's representative, who shall disseminate such notice to the Enrollee by the next regular communication but in no event later than 90 days after receipt thereof.

11.7 The Contractholder shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplification, security or privacy laws or regulations.

11.8 Delta Dental is a member of the Delta Dental of California Holding Company System (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentially and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

11.9 Delta Dental's Errors & Omissions policy has a $20 Million limit and a $200,000 retention/deductible. This policy with said limits will be maintained during the term of this Contract.

11.10 Indemnity. Delta Dental shall defend, indemnify, and hold harmless the Contractor 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) alleged or incurred arising out of or proximately caused by: performance of the contract (including, but not limited to the Contractor's completion of the duties under the contract; 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 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.

11.11 Governing Law. This Contract 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.

11.12 Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Contract, 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.

11.13 Attorney's Fees. The non-prevailing party in any dispute under this Contract shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

11.14 Any notice under this Contract will be sufficient if given by either the Contractholder or Delta Dental to the other or, in the case of employees of the Contractholder, to its representative at the addresses below:

For the Contractholder:

FresnoUnified School District
2309 Tulare Street
Fresno, CA 93721

For Delta Dental:

560 Mission Street, Suite 1300
San Francisco, CA 94105

Such notice will be effective 48 hours after deposit in the United States mail with postage fully prepaid thereon.

FRESNO UNIFIED SCHOOL DISTRICT
GROUP NUMBER 00697

BY: _____

Printed Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

FOR

DELTA DENTAL OF CALIFORNIA

BY:



Mohammadreza Navid
Senior Vice President,
Chief Relationship and Business Development Officer

And BY:



Thomas J. Leibowitz, FSA, MAAA
Senior Vice President and Chief Actuarial Officer

DATE: August 2, 2023

Appendix A - Data Sharing

Delta Dental shall provide, within the first 5 days of each month, to the Contractholder's designated Business Associate, detailed electronic member-level utilization reporting substantially similar to the layout on the following page.

,'lll date formats are YYYYMMDD
All dollar amount are implied decimal rightjustify zero fill
Record length Is 456

NAME	DESCRIPTION	FIELD FORMAT	STARTING POS	ENDING POS
RECORD IDENTIFIER	One bvte field that identities detail. reco rds.'D' = Detail	Alohanumenc (1l	1	1
SUBSCRIBERS SSN	**Subscriber's ssn**	Alphanumeric (20)	2	21
GROUP NUMBER	Group Number	Alphanumeric l5l	22	26
DIVISION	**Division**	Alohanumeric l5l	27	31
DELTA SEQUENCE NBR	**Delta's sequencenumber to identify orig1onal claimsand ad1ustments**	Numeric (3) (right JUSt1fy 280 fill)	32	34
CLAIM NUMBER	Della 's claim number	Alohanumenc l 14l	35	48
FIRST DATE OF SERVICE	The date When the seMce wasperrormed	Numeric (8) YYYYMMDD	49	54
LAST DATE OF SERVICE	**The last date en the serv1ce was per formed** - w,11 be the **same as the hrst date of SEWIce**	Numenc (8) YYYYMMDD	57	64
RECEIPT DATE	**Date the claim was received bv Delta Dental**	Numeric (8) YYYYMMDD	65	72
APPROVAL DATE	Date the claim was processed for payment or relectlon.	Numeric (8) YYYYMMDD	73	80
CHECK NUMBER	**Check number**	Alohanumenc (111l riaht 1ust1fv zero fill)	81	89
SUBSCRIBER FIRST INITIAL	**Subscnber's first inibal.**	AlPhanumeric 11l	92	92
SUBSCRIBER LAST NAIVE	**Subscriber'slast name**	A/phanumenc (11)	93	103
PATIENTS GENDER CODE	Gender code M = Ma le, F = Female, U = Unknow n	Alphanumeric (1l	104	104
SPACES	**soaces**	Alohanumeric l6l	105	110
PAT IENT BIRTH DATE	**Date the oatient was born**	Numeric (8) YYYYMMDD	111	118
PATIENT FIRST NA/ME	**Patre n t's first name**	Alphanumeric (10)	119	128
PATIENT LAST NAIVE	**Patient's last name.**	Alohanumeric (151	129	143
PATIENT RELATIONSHIP	Patient's relationsh0 Jo the subscriber·	Alohanumeric (2)	144	145
NETWORK INDICATOR	**In and Out of net-Nork indicator - 0 is out of network. 1 is 1n network**	Alphanumeric (1)	146	146
NUMBER OF SERVICES	**Total numberof services for the claim.one claim could have several procedures beingbilledfor Totalnumber *of* services per claim.**	Numenc (7)	147	153
PATIENT PAID AMOUNT	Patient Pay AmounI	Numeric (7)	154	160
SPACE	Spaces	AlPhanumeric (7)	161	167
TOTAL ALLOWED	**The lotal ddlar amount of charges ehgible for payment** under the groups contract.	Numenc (7)	168	174
TOTAL CHARGE AMOUNT	Total charae amount billed bv the orovider	Numeric 171	175	181
Soace	**soaces**	Alphanumeric (7)	182	188
COINSURANCE	Patient coInsurance/cooav amount.	Numeric (7)	189	195
COVERED CHAIRGES	Total dollar amount of What will be paid to the provider before reducbon of member liabilitv.	Numeric (7)	196	202
DEDUCTIBLE AMOUNT	PatlenI Deduc tible amount.	Numeric (7)	203	209
DENIED AMOUNT	**Patemt denied Amount**	Numeric l7l	210	216
TOTAL NUMBER CHAIRGES	**Total number of the line itemscontained on the record** Will **always** be 00001	Numenc (5)	217	221
PAID AMOUNT	Total dollar amoun t paid for the claim.	Numeric (7)	222	228
OTHER CARRIER AMOUNT	**Total dollaramount paid by the member's otherinsurance**	Numeric (7)	229	235
PAID/REJECT DATE	**Date the claim was paid (check was cut) or notiftcatton was sent to member reaard1no non-oavment**	Numeric (8)	236	243
PRIMARY PROCEDURE CODE	**Pnmarv service rendered to Iha oatienI.**	Alphanumeric 15)	244	248
PROVIDER NUMBER	Stale assigned license number	Numeric (11)	249	259
TOOTH CODE	Tooth Code	AlPhanumerci 12l	260	261
TOOTH SURFACE	Tooth Su rf ace	AJpnumeric 14l	262	265
SPACES	spaces	Alphanumeric I 5)	266	270
LINE CHAIRGE AMOUN T	Dol lar amoun t billed bv the provider.	Numeric l7)	271	277
SPACE	**soaces**	AlohaN umer ic l 7 l	278	284
ALLOWED AMOUNT	**.A.mount a Ifowed *tor* procedure at a procedure tevel.**	Num e nc 17)	285	291
NUMBER OF SERVICES	Number of services rendered at Procedure level for this line Will alwavs be 00001	Numenc (5)	292	296
CHAIRGED UNITS	Indicates number of units charaed. Will alwa s be 00001	Numeric (5)	297	301
COVERED UNITS	**Indicates number *of* units ehgible for reimbursement** Will alwavs be 00001	Numeric (5)	302	306
PEC 1 CODE	**Reason for reiectmo the claim/line**	Alohanumenc (5)	307	311
PROVIDER TAXID	**Providers taxid**	A/phanumenc (9)	312	320
PROVIDER FIR ST	**Providers first name**	Alphanumeric I 14)	321	334
PROVIDER LAST	**Providerslast name**	Alphanumeric (24)	335	358
PROVIDER AIDDRESS	**ProV1ders address**	Alohanumen c (24)	359	382
PROVIDER CITY	Providers city	Alphanumeric (14)	383	396
PROVIDER STATE	**ProV1ders state**	Alohanumenc l2l	397	398
PROVIDER ZIP	**Providers 210**	AlPhanumenc (5)	399	403
PROVIDER SPECIALTY	Prov,ders soeclalty	Alphanumeric (3)	**404**	406
PEC 2CODE	Reason for re jecting the claim/line.	Alohanumeric l5l	407	411
PEC 3 CODE	**Reason for relec!inathe cla1m/line.**	AlPhanumenc (51	412	416
Members ssn	**members ssn**	Numeric(9l	417	425
SPACES	Spaces	Spaces !311	426	456

TRAILER

NAME	DESCRIPTION	FIELD FORMAT	STARTING POS	ENDING POS
Trailer Record Identifier	One bv te fie ld that Idenbfies records 1 = Trail er .	Alohanumenc (1 l	1	1
FromDate	**Beamnina date for the month**	Numenc 18) YYYYMMDD	2	9
ThruDate	End date for the month	Numenc l81 YYYYMMDD	10	17
Record Count	**Record count *of* file excludina header and trailer**	Numeric (8)	18	25
Total Paid $	Total of pa,d amounls	Numeric (11)	25	36
Filler	**filler**	Soaces 14191	37	456

APPENDIX B
CODE ON DENTAL PROCEDURES AND NOMENCLATURE

NOTE: All the listed procedures may not be benefits under the terms of your contract. Refer to your contract for your specific benefits.

D0100 – D0999 DIAGNOSTIC

Clinical oral evaluations

D0120 Periodic oral evaluation – established patient
D0140 Limited oral evaluation – problem focused
D0145 Oral evaluation for a patient under three years of age and counseling with primary caregiver
D0150 Comprehensive oral evaluation – new or established patient
D0160 Detailed and extensive oral evaluation – problem focused, by report
D0170 Re-evaluation – limited, problem focused (established patient; not post–operative visit)
D0180 Comprehensive periodontal evaluation – new or established patient
D0190 Screening of a patient
D0191 Assessment of a patient

Radiographs/diagnostic imaging (including interpretation)

D0210 Intraoral – complete series of radiographic images
D0220 Intraoral – periapical first radiographic image
D0230 Intraoral – periapical each additional radiographic image
D0240 Intraoral – occlusal radiographic image
D0250 Extra-oral – 2D projection radiographic image created using a stationary radiation source, and detector
D0251 Extra-oral posterior dental radiographic image
D0270 Bitewing – single radiographic image
D0272 Bitewings – two radiographic images
D0273 Bitewings – three radiographic images
D0274 Bitewings – four radiographic images
D0277 Vertical bitewings – 7 to 8 radiographic images
D0310 Sialography
D0320 Temporomandibular joint arthrogram, including injection
D0321 Other temporomandibular joint radiographic images, by report
D0322 Tomographic survey
D0330 Panoramic radiographic image
D0340 2D cephalometric radiographic image – acquisition, measurement and analysis
D0350 Oral/facial photographic images obtained intraorally or extraorally
D0372 Intraoral tomosynthesis – comprehensive series of radiographic images
D0373 Intraoral tomosynthesis – bitewing radiographic image
D0374 Intraoral tomosynthesis – periapical radiographic image
D0387 Intraoral tomosynthesis – comprehensive series of radiographic images – image capture only
D0388 Intraoral tomosynthesis – bitewing radiographic image – image capture only
D0389 Intraoral tomosynthesis – periapical radiographic image – image capture only

Tests and examinations

D0411 HbA1c in-office point of service testing
D0412 Blood glucose level test - in office using a glucose meter
D0415 Collection of microorganisms for culture and sensitivity
D0416 Viral culture
D0419 Assessment of salivary flow by measurement
D0422 Collection and preparation of genetic sample material for laboratory analysis and report
D0423 Genetic test for susceptibility to diseases – specimen analysis
D0425 Caries susceptibility tests

D0431 Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures
D0460 Pulp vitality tests
D0470 Diagnostic casts

Oral pathology laboratory
D0472 Accession of tissue, gross examination, preparation and transmission of written report
D0473 Accession of tissue, gross and microscopic examination, preparation and transmission of written report
D0474 Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report
D0475 Decalcification procedure
D0476 Special stains for microorganisms
D0477 Special stains, not for microorganisms
D0478 Immunohistochemical stains
D0479 Tissue in-situ hybridization, including interpretation
D0480 Accession of exfoliative cytologic smears, microscopic examination, preparation and transmission of written report
D0481 Electron microscopy – diagnostic
D0482 Direct immunofluorescence
D0483 Indirect immunofluorescence
D0484 Consultation on slides prepared elsewhere
D0485 Consultation, including preparation of slides from biopsy material supplied by referring source
D0486 Accession of brush biopsy sample, microscopic examination, preparation and transmission of written report
D0502 Other oral pathology procedures, by report
D0601 Caries risk assessment and documentation, with a finding of low risk
D0602 Caries risk assessment and documentation, with a finding of moderate risk
D0603 Caries risk assessment and documentation, with a finding of high risk
D0604 Antigen testing for a public health related pathogen, including coronavirus
D0605 Antibody testing for a public health related pathogen, including coronavirus
D0606 Molecular testing for a public health related pathogen, including coronavirus
D0701 Panoramic radiographic image – image capture only
D0702 2-D cephalometric radiographic image – image capture only
D0703 2-D oral/facial photographic image obtained intra-orally or extra-orally – image capture only
D0705 Extra-oral posterior dental radiographic image – image capture only
D0706 Intraoral – occlusal radiographic image – image capture only
D0707 Intraoral – periapical radiographic image – image capture only
D0708 Intraoral – bitewing radiographic image – image capture only
D0709 Intraoral – complete series of radiographic images – image capture only
D0801 3D dental surface scan – direct
D0802 3D dental surface scan – indirect
D0803 3D facial surface scan – direct
D0804 3D facial surface scan - indirect
D0999 Unspecified diagnostic procedure, by report

D1000 – D1999 PREVENTIVE

Dental prophylaxis
D1110 Prophylaxis – adult
D1120 Prophylaxis – *child through age 13*

Topical fluoride treatment (office procedure)
D1206 Topical application of fluoride varnish
D1208 Topical application of fluoride – excluding varnish

Other preventive services

D1310 Nutritional counseling for control of dental disease
D1320 Tobacco counseling for the control and prevention of oral disease
D1321 Counseling for the control and prevention of adverse oral, behavioral, and systemic health effects associated with high-risk substance use
D1330 Oral hygiene instructions
D1351 Sealant – per tooth
D1352 Preventive resin restoration in a moderate to high caries risk patient – permanent tooth
D1354 Application of caries arresting medicament – per tooth
D1355 Caries preventive medicament application – per tooth
D1701 Pfizer-BioNTech Covid-19 vaccine administration – first dose
D1702 Pfizer-BioNTech Covid-19 vaccine administration – second dose
D1703 Moderna Covid-19 vaccine administration – first dose
D1704 Moderna Covid-19 vaccine administration – second dose
D1705 AstraZeneca Covid-19 vaccine administration – first dose
D1706 AstraZeneca Covid-19 vaccine administration – second dose
D1707 Janssen Covid-19 vaccine administration
D1708 Pfizer-BioNTech COVID-19 vaccine administration – third dose
D1709 Pfizer-BioNTech COVID-19 vaccine administration – booster dose
D1710 Moderna COVID-19 vaccine administration – third dose
D1711 Moderna COVID-19 vaccine administration – booster dose
D1712 Janssen COVID-19 vaccine administration – booster dose
D1713 Pfizer-BioNTech COVID-19 vaccine administration tris-sucrose pediatric - first dose
D1714 Pfizer-BioNTech COVID-19 vaccine administration tris-sucrose pediatric - second dose
D1781 Vaccine administration – human papillomavirus – Dose 1
D1782 Vaccine administration – human papillomavirus – Dose 2
D1783 Vaccine administration – human papillomavirus – Dose 3

Space maintenance (passive appliances)

D1510 Space maintainer – fixed – unilateral – per quadrant
D1516 Space maintainer – fixed – bilateral, maxillary
D1517 Space maintainer – fixed – bilateral, mandibular
D1520 Space maintainer – removable – unilateral – per quadrant
D1526 Space maintainer – removable – bilateral, maxillary
D1527 Space maintainer – removable – bilateral, mandibular
D1551 Re-cement or re-bond bilateral space maintainer – maxillary
D1552 Re-cement or re-bond bilateral space maintainer – mandibular
D1553 Re-cement or re-bond unilateral space maintainer – per quadrant
D1556 Removal of fixed unilateral space maintainer – per quadrant
D1557 Removal of fixed bilateral space maintainer – maxillary
D1558 Removal of fixed bilateral space maintainer - mandibular
D1575 Distal shoe space maintainer – fixed – unilateral - per quadrant

D2000 – D2999 RESTORATIVE

Amalgam restorations (including polishing)

D2140 Amalgam – one surface, primary or permanent
D2150 Amalgam – two surfaces, primary or permanent
D2160 Amalgam – three surfaces, primary or permanent
D2161 Amalgam – four or more surfaces, primary or permanent

Resin–based composite restorations–direct

D2330 Resin-based composite – one surface, anterior
D2331 Resin-based composite – two surfaces, anterior
D2332 Resin-based composite – three surfaces, anterior
D2335 Resin-based composite – four or more surfaces or involving incisal angle (anterior)
D2390 Resin-based composite crown, anterior

D2391 Resin-based composite – one surface, posterior
D2392 Resin-based composite – two surfaces, posterior
D2393 Resin-based composite – three surfaces, posterior
D2394 Resin-based composite – four or more surfaces, posterior

Gold foil restorations
D2410 Gold foil – one surface
D2420 Gold foil – two surfaces
D2430 Gold foil – three surfaces

Inlay/onlay restorations
D2510 Inlay – metallic – one surface
D2520 Inlay – metallic – two surfaces
D2530 Inlay – metallic – three or more surfaces
D2542 Onlay – metallic – two surfaces
D2543 Onlay – metallic – three surfaces
D2544 Onlay – metallic – four or more surfaces
D2610 Inlay – porcelain/ceramic – one surface
D2620 Inlay – porcelain/ceramic – two surfaces
D2630 Inlay – porcelain/ceramic – three or more surfaces
D2642 Onlay – porcelain/ceramic – two surfaces
D2643 Onlay – porcelain/ceramic – three surfaces
D2644 Onlay – porcelain/ceramic – four or more surfaces
D2650 Inlay – resin–based composite – one surface
D2651 Inlay – resin–based composite – two surfaces
D2652 Inlay – resin–based composite – three or more surfaces
D2662 Onlay – resin–based composite – two surfaces
D2663 Onlay – resin–based composite – three surfaces
D2664 Onlay – resin–based composite – four or more surfaces

Crowns – single restorations only
D2710 Crown – resin–based composite (indirect)
D2712 Crown – 3/4 resin–based composite (indirect)
D2720 Crown – resin with high noble metal
D2721 Crown – resin with predominantly base metal
D2722 Crown – resin with noble metal
D2740 Crown – porcelain/ceramic
D2750 Crown – porcelain fused to high noble metal
D2751 Crown – porcelain fused to predominantly base metal
D2752 Crown – porcelain fused to noble metal
D2753 Crown – porcelain fused to titanium or titanium alloy
D2780 Crown – 3/4 cast high noble metal
D2781 Crown – 3/4 cast predominantly base metal
D2782 Crown – 3/4 cast noble metal
D2783 Crown – 3/4 porcelain/ceramic
D2790 Crown – full cast high noble metal
D2791 Crown – full cast predominantly base metal
D2792 Crown – full cast noble metal
D2794 Crown – titanium and titanium alloy
D2799 Interim crown – further treatment or completion of a diagnosis necessary prior to final impression

Other restorative services
D2910 Re-cement or re-bond inlay, onlay, veneer or partial coverage restorations
D2915 Re-cement or re-bond indirectly fabricated or prefabricated post and core
D2920 Re-cement or re-bond crown

D2921 Reattachment of tooth fragment, incisal edge or cusp
D2928 Prefabricated porcelain/ceramic crown – permanent tooth
D2929 Prefabricated porcelain/ceramic crown – primary tooth
D2930 Prefabricated stainless steel crown – primary tooth
D2931 Prefabricated stainless steel crown – permanent tooth
D2932 Prefabricated resin crown
D2933 Prefabricated stainless steel crown with resin window
D2934 Prefabricated esthetic coated stainless steel crown – primary tooth
D2940 Sedative filling
D2941 Interim therapeutic restoration – primary dentition
D2950 Core buildup, including any pins when required
D2951 Pin retention – per tooth, in addition to restoration
D2952 Post and core in addition to crown, indirectly fabricated
D2953 Each additional indirectly fabricated post – same tooth
D2954 Prefabricated post and core in addition to crown
D2955 Post removal
D2957 Each additional prefabricated post – same tooth
D2960 Labial veneer (resin laminate) – direct
D2961 Labial veneer (resin laminate) – indirect
D2962 Labial veneer (porcelain laminate) – indirect
D2971 Additional procedures to customize a crown to fit under an existing partial denture framework
D2975 Coping
D2980 Crown repair, necessitated by restorative material failure
D2999 Unspecified restorative procedure, by report

D3000 – D3999 ENDODONTICS

Pulp capping

D3110 Pulp cap – direct (excluding final restoration)
D3120 Pulp cap – indirect (excluding final restoration)

Pulpotomy

D3220 Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament
D3221 Pulpal debridement, primary and permanent teeth
D3222 Partial pulpotomy for apexogenesis–permanent tooth with incomplete root development
D3230 Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)
D3240 Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)

Endodontic therapy on primary teeth (including treatment plan, clinical procedures and follow–up care)

D3310 Endodontic therapy, anterior tooth (excluding final restoration)
D3320 Endodontic therapy, premolar tooth (excluding final restoration)
D3330 Endodontic therapy, molar tooth (excluding final restoration)
D3331 Treatment of root canal obstruction; non–surgical access
D3332 Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth
D3333 Internal root repair of perforation defects

Endodontic retreatment

D3346 Retreatment of previous root canal therapy – anterior
D3347 Retreatment of previous root canal therapy – premolar
D3348 Retreatment of previous root canal therapy – molar

Apexification/recalcification procedures

D3351 Apexification/recalcification – initial visit (apical closure/calcific repair of perforations, root resorption, etc.)

D3352 Apexification/recalcification – interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulpal space disinfection, etc.)
D3353 Apexification/recalcification – final visit (includes completed root canal therapy – apical closure/calcific repair of perforations, root resorption, etc.)

Apicoectomy/periradicular services
D3410 Apicoectomy – anterior
D3421 Apicoectomy – premolar (first root)
D3425 Apicoectomy – molar (first root)
D3426 Apicoectomy (each additional root)
D3430 Retrograde filling – per root
D3450 Root amputation – per root
D3460 Endodontic endosseous implant
D3470 Intentional reimplantation (including necessary splinting)
D3471 Surgical repair of root resorption – anterior
D3472 Surgical repair of root resorption – premolar
D3473 Surgical repair of root resorption – molar
D3501 Surgical exposure of root surface without apicoectomy or repair of root resorption – anterior
D3502 Surgical exposure of root surface without apicoectomy or repair of root resorption – premolar
D3503 Surgical exposure of root surface without apicoectomy or repair of root resorption - molar

Other endodontic procedures
D3910 Surgical procedure for isolation of tooth with rubber dam
D3911 Intraorifice barrier
D3920 Hemisection (including any root removal), not including root canal therapy
D3921 Decoronation or submergence of an erupted tooth
D3950 Canal preparation and fitting of preformed dowel or post
D3999 Unspecified endodontic procedure, by report

D4000 – D4999 PERIODONTICS
Surgical services (including usual post–operative care)
D4210 Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant
D4211 Gingivectomy or gingivoplasty – one to three contiguous teeth or bounded teeth spaces per quadrant
D4212 Gingivectomy or gingivoplasty – to allow access for restorative procedure, per tooth
D4230 Anatomical crown exposure – four or more contiguous teeth or tooth bounded spaces per quadrant
D4231 Anatomical crown exposure – one to three teeth or tooth bounded spaces per quadrant
D4240 Gingival flap procedure, including root planing – four or more contiguous teeth or bounded teeth spaces per quadrant
D4241 Gingival flap procedure, including root planing – one to three contiguous teeth or bounded teeth spaces per quadrant
D4245 Apically positioned flap
D4249 Clinical crown lengthening – hard tissue
D4260 Osseous surgery (including elevation of a full thickness flap and closure) – four or more contiguous teeth or tooth bounded spaces per quadrant
D4261 Osseous surgery (including elevation of a full thickness flap and closure) – one to three contiguous teeth or tooth bounded spaces per quadrant
D4263 Bone replacement graft – retained natural tooth – first site in quadrant
D4264 Bone replacement graft – retained natural tooth – each additional site in quadrant
D4265 Biologic materials to aid in soft and osseous tissue regeneration, per site
D4266 Guided tissue regeneration – resorbable barrier, per site

D4267 Guided tissue regeneration – nonresorbable barrier, per site (includes membrane removal)
D4268 Surgical revision procedure, per tooth
D4270 Pedicle soft tissue graft procedure
D4273 Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant, or edentulous tooth position in graft
D4274 Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)
D4275 Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant, or edentulous tooth position in graft
D4276 Combined connective tissue and pedicle graft, per tooth
D4277 Free soft tissue graft procedure (including recipient and donor surgical sites), first tooth, implant, or edentulous tooth position in graft
D4278 Free soft tissue graft procedure (including recipient and donor surgical sites), each additional contiguous tooth, implant, or edentulous tooth position in same graft site
D4283 Autogenous connective tissue graft procedure (including donor and recipient surgical sites) – each additional contiguous tooth, implant or edentulous tooth position in same graft site
D4285 Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material) – each additional contiguous tooth, implant or edentulous tooth position in same graft site.
D4286 Removal of non-resorbable barrier

Non–surgical periodontal service
D4322 Splint – intra-coronal; natural teeth or prosthetic crowns
D4323 Splint – extra-coronal; natural teeth or prosthetic crowns
D4341 Periodontal scaling and root planing – four or more teeth per quadrant
D4342 Periodontal scaling and root planing – one to three teeth per quadrant
D4346 Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation
D4355 Full mouth debridement to enable a comprehensive evaluation and diagnosis on subsequent visit
D4381 Localized delivery of antimicrobial agents via controlled release vehicle into diseased crevicular tissue, per tooth

Other periodontal services
D4910 Periodontal maintenance
D4920 Unscheduled dressing change (by someone other than treating dentist or their staff)
D4999 Unspecified periodontal procedure, by report

D5000 – D5899 PROSTHODONTICS (REMOVABLE)
Complete dentures (including routine post–delivery care)
D5110 Complete denture – maxillary
D5120 Complete denture – mandibular
D5130 Immediate denture – maxillary
D5140 Immediate denture – mandibular

Partial dentures (including routine post–delivery care)
D5211 Maxillary partial denture – resin base (including, retentive/clasping materials, rests and teeth
D5212 Mandibular partial denture – resin base (including, retentive/clasping materials, rests and teeth)
D5213 Maxillary partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
D5214 Mandibular partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)

D5221 Immediate maxillary partial denture – resin base (including retentive/clasping materials, rests and teeth)
D5222 Immediate mandibular partial denture – resin base (including retentive/clasping materials, rests and teeth)
D5223 Immediate maxillary partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
D5224 Immediate mandibular partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
D5225 Maxillary partial denture – flexible base (including retentive/clasping materials, rests and teeth)
D5226 Mandibular partial denture – flexible base (including retentive/clasping materials, rests and teeth)
D5227 Immediate maxillary partial denture – flexible base (including any clasps, rests and teeth)
D5228 Immediate mandibular partial denture – flexible base (including any clasps, rests and teeth)
D5282 Removable unilateral partial denture – one piece cast metal (including retentive/clasping materials, rests and teeth), maxillary
D5283 Removable unilateral partial denture – one piece cast metal (including retentive/clasping materials, rests and teeth), mandibular
D5284 Removable unilateral partial denture – one piece flexible base (including retentive/clasping materials, rests and teeth) – per quadrant
D5286 Removable unilateral partial denture – one piece resin (including retentive/clasping materials, rests and teeth) – per quadrant

Adjustments to dentures
D5410 Adjust complete denture – maxillary
D5411 Adjust complete denture – mandibular
D5421 Adjust partial denture – maxillary
D5422 Adjust partial denture – mandibular

Repairs to complete dentures
D5511 Repair broken complete denture base, mandibular
D5512 Repair broken complete denture base, maxillary
D5520 Replace missing or broken teeth – complete denture (each tooth)

Repairs to partial dentures
D5611 Repair resin partial denture base, mandibular
D5612 Repair resin partial denture base, maxillary
D5621 Repair cast partial framework, mandibular
D5622 Repair cast partial framework, maxillary
D5630 Repair or replace broken retentive clasping materials – per tooth
D5640 Replace broken teeth – per tooth
D5650 Add tooth to existing partial denture
D5660 Add clasp to existing partial denture – per tooth
D5670 Replace all teeth and acrylic on cast metal framework (maxillary)
D5671 Replace all teeth and acrylic on cast metal framework (mandibular)

Denture rebase procedures
D5710 Rebase complete maxillary denture
D5711 Rebase complete mandibular denture
D5720 Rebase maxillary partial denture
D5721 Rebase mandibular partial denture
D5725 Rebase hybrid prosthesis

Denture reline procedures

D5730 Reline complete maxillary denture (chairside)
D5731 Reline complete mandibular denture (chairside)
D5740 Reline maxillary partial denture (chairside)
D5741 Reline mandibular partial denture (chairside)
D5750 Reline complete maxillary denture (laboratory)
D5751 Reline complete mandibular denture (laboratory)
D5760 Reline maxillary partial denture (laboratory)
D5761 Reline mandibular partial denture (laboratory)
D5765 Soft liner for complete or partial removable denture - indirect

Interim prosthesis

D5810 Interim complete denture (maxillary)
D5811 Interim complete denture (mandibular)
D5820 Interim partial denture (including retentive/clasping materials, rests and teeth), maxillary
D5821 Interim partial denture (including retentive/clasping materials, rests and teeth), mandibular

Other removable prosthetic services

D5850 Tissue conditioning – maxillary
D5851 Tissue conditioning – mandibular
D5862 Precision attachment, by report
D5863 Overdenture – complete maxillary
D5864 Overdenture – partial maxillary
D5865 Overdenture – complete mandibular
D5866 Overdenture – partial mandibular
D5867 Replacement of replaceable part of semi–precision or precision attachment, per attachment
D5875 Modification of removable prosthesis following implant surgery
D5876 Add metal substructure to acrylic full denture (per arch)
D5899 Unspecified removable prosthodontic procedure, by report

D5900 – D5999 MAXILLOFACIAL PROSTHETICS

D5911 Facial moulage (sectional)
D5912 Facial moulage (complete)
D5913 Nasal prosthesis
D5914 Auricular prosthesis
D5915 Orbital prosthesis
D5916 Ocular prosthesis
D5919 Facial prosthesis
D5922 Nasal septal prosthesis
D5923 Ocular prosthesis, interim
D5924 Cranial prosthesis
D5925 Facial augmentation implant prosthesis
D5926 Nasal prosthesis, replacement
D5927 Auricular prosthesis, replacement
D5928 Orbital prosthesis, replacement
D5929 Facial prosthesis, replacement
D5931 Obturator prosthesis, surgical
D5932 Obturator prosthesis, definitive
D5933 Obturator prosthesis, modification
D5934 Mandibular resection prosthesis with guide flange
D5935 Mandibular resection prosthesis without guide flange
D5936 Obturator prosthesis, interim
D5937 Trismus appliance (not for TMD treatment)

D5951 Feeding aid
D5952 Speech aid prosthesis, pediatric
D5953 Speech aid prosthesis, adult
D5954 Palatal augmentation prosthesis
D5955 Palatal lift prosthesis, definitive
D5958 Palatal lift prosthesis, interim
D5959 Palatal lift prosthesis, modification
D5960 Speech aid prosthesis, modification
D5982 Surgical stent
D5983 Radiation carrier
D5984 Radiation shield
D5985 Radiation cone locator
D5986 Fluoride gel carrier
D5987 Commissure splint
D5988 Surgical splint
D5995 Periodontal medicament carrier with peripheral seal – laboratory processed – maxillary
D5996 Periodontal medicament carrier with peripheral seal – laboratory processed - mandibular
D5999 Unspecified maxillofacial prosthesis, by report

D6000 – D6199 IMPLANT SERVICES
D6010 Surgical placement of implant body: endosteal implant
D6011 Surgical access to an implant body (second stage implant surgery)
D6012 Surgical placement of interim implant body for transitional prosthesis: endosteal implant
D6013 Surgical placement of mini implant
D6040 Surgical placement: eposteal implant
D6050 Surgical placement: transosteal implant
D6051 Interim implant abutment placement

Implant supported prosthetics
D6055 Dental implant supported connecting bar
D6056 Prefabricated abutment – includes modification and placement
D6057 Custom fabricated abutment – includes placement
D6058 Abutment supported porcelain/ceramic crown
D6059 Abutment supported porcelain fused to metal crown (high noble metal)
D6060 Abutment supported porcelain fused to metal crown (predominantly base metal)
D6061 Abutment supported porcelain fused to metal crown (noble metal)
D6062 Abutment supported cast metal crown (high noble metal)
D6063 Abutment supported cast metal crown (predominantly base metal)
D6064 Abutment supported cast metal crown (noble metal)
D6065 Implant supported porcelain/ceramic crown
D6066 Implant supported porcelain fused to metal crown (high noble alloys)
D6067 Implant supported cast metal crown (high noble alloys)
D6068 Abutment supported retainer for porcelain/ceramic FPD
D6069 Abutment supported retainer for porcelain fused to metal FPD (high noble metal)
D6070 Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)
D6071 Abutment supported retainer for porcelain fused to metal FPD (noble metal)
D6072 Abutment supported retainer for cast metal FPD (high noble metal)
D6073 Abutment supported retainer for cast metal FPD (predominantly base metal)
D6074 Abutment supported retainer for cast metal FPD (noble metal)
D6075 Implant supported retainer for ceramic FPD
D6076 Implant supported retainer for porcelain fused to metal FPD (high noble alloys)
D6077 Implant supported retainer for cast metal FPD (high noble alloys)

Other implant services

D6080 Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis
D6081 Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure
D6082 Implant supported crown – porcelain fused to predominantly base alloys
D6083 Implant supported crown – porcelain fused to noble alloys
D6084 Implant supported crown – porcelain fused to titanium and titanium alloy
D6085 Interim implant crown
D6086 Implant supported crown – predominantly base alloys
D6087 Implant supported crown – noble alloys
D6088 Implant supported crown – titanium/titanium alloys
D6090 Repair implant supported prosthesis, by report
D6091 Replacement of replaceable part of semi-precision or precision attachment of implant/abutment supported prosthesis, per attachment
D6092 Re-cement or re-bond implant/abutment supported crown
D6094 Abutment supported crown – (titanium or titanium alloys)
D6095 Repair implant abutment, by report
D6096 Remove broken implant retaining screw
D6097 Abutment supported crown – porcelain fused to titanium and titanium alloys
D6098 Implant supported retainer for metal FPD – porcelain fused to predominantly base alloys
D6099 Implant supported retainer for FPD – porcelain fused to noble
D6100 Surgical removal of implant body
D6101 Debridement of a periimplant defect or defects surrounding a single implant, and surface cleaning of the exposed implant surfaces, including flap entry and closure
D6102 Debridement and osseous contouring of a periimplant defect or defects surrounding a single implant, and surface cleaning includes surface cleaning of the exposed implant surfaces, including flap entry and closure
D6105 Removal of implant body not requiring bone removal or flap elevation
D6106 Guided tissue regeneration – resorbable barrier, per implant
D6107 Guided tissue regeneration – non-resorbable barrier, per implant
D6110 Implant/abutment supported removable denture for edentulous arch– maxillary
D6111 Implant/abutment supported removable denture for edentulous arch– mandibular
D6112 Implant/abutment supported removable denture for partially edentulous arch–maxillary
D6113 Implant/abutment supported removable denture for partially edentulous arch – mandibular
D6114 Implant/ abutment supported fixed denture for edentulous arch – maxillary
D6115 Implant / abutment supported fixed denture for edentulous arch – mandibular
D6116 Implant / abutment supported fixed denture for partially edentulous arch – maxillary
D6117 Implant / abutment supported fixed denture for partially edentulous arch – mandibular
D6118 Implant/abutment supported interim fixed denture for edentulous arch – mandibular
D6119 Implant/abutment supported interim fixed denture for edentulous arch – maxillary
D6120 Implant supported retainer – porcelain fused to titanium and titanium alloys
D6121 Implant supported retainer for metal FPD – predominantly base alloys
D6122 Implant supported retainer for metal FPD – noble alloys
D6123 Implant supported retainer for metal FPD – titanium or titanium alloys
D6190 Radiographic/surgical implant index, by Report
D6093 Re-cement or re-bond implant/abutment supported fixed partial denture
D6191 Semi-precision abutment – placement
D6192 Semi-precision attachment - placement
D6194 Abutment supported retainer crown for FPD – (titanium and titanium alloys)
D6195 Abutment supported retainer – porcelain fused to titanium or titanium alloys
D6197 Replacement of restorative material used to close an access opening of a screw-retained implant supported prosthesis, per implant
D6198 Remove interim implant component
D6199 Unspecified implant procedure, by report

D6200 – D6999 PROSTHODONTICS, FIXED
(Each retainer and each pontic constitutes a unit in a fixed partial denture)
Fixed partial denture pontics

D6205 Pontic – indirect resin based composite
D6210 Pontic – cast high noble metal
D6211 Pontic – cast predominantly base metal
D6212 Pontic – cast noble metal
D6214 Pontic – titanium and titanium alloys
D6240 Pontic – porcelain fused to high noble metal
D6241 Pontic – porcelain fused to predominantly base metal
D6242 Pontic – porcelain fused to noble metal
D6243 Pontic – porcelain fused to titanium or titanium alloys
D6245 Pontic – porcelain/ceramic
D6250 Pontic – resin with high noble metal
D6251 Pontic – resin with predominantly base metal
D6252 Pontic – resin with noble metal
D6253 Interim pontic – further treatment or completion of diagnosis necessary prior to final impression

Fixed partial denture retainers – inlays/onlays

D6545 Retainer – cast metal for resin bonded fixed prosthesis
D6548 Retainer – porcelain/ceramic for resin bonded fixed prosthesis
D6549 Resin retainer – for resin bonded fixed prosthesis
D6600 Retainer inlay – porcelain/ceramic, two surfaces
D6601 Retainer inlay – porcelain/ceramic, three or more surfaces
D6602 Retainer inlay – cast high metal, two surfaces
D6603 Retainer inlay – cast high metal, three or more surfaces
D6604 Retainer inlay – cast predominantly base metal, two surfaces
D6605 Retainer inlay – cast predominantly base metal, three or more surfaces
D6606 Retainer inlay – cast noble metal, two surfaces
D6607 Retainer inlay – cast noble metal, three or more surfaces
D6608 Retainer onlay – porcelain/ceramic, two surfaces
D6609 Retainer onlay – porcelain/ceramic, three or more surfaces
D6610 Retainer onlay – cast high noble metal, two surfaces
D6611 Retainer onlay – cast high noble metal, three or more surfaces
D6612 Retainer onlay – cast predominantly base metal, two surfaces
D6613 Retainer onlay – cast predominantly base metal, three or more surfaces
D6614 Retainer onlay – cast noble metal, two surfaces
D6615 Retainer onlay – cast noble metal, three or more surfaces
D6624 Retainer inlay – titanium
D6634 Retainer onlay – titanium

Fixed partial denture retainers – crowns

D6710 Retainer crown – indirect resin based composite
D6720 Retainer crown – resin with high noble metal
D6721 Retainer crown – resin with predominantly base metal
D6722 Retainer crown – resin with noble metal
D6740 Retainer crown – porcelain/ceramic
D6750 Retainer crown – porcelain fused to high noble metal
D6751 Retainer crown – porcelain fused to predominantly base metal
D6752 Retainer crown – porcelain fused to noble metal
D6753 Retainer crown – porcelain fused to titanium or titanium alloys
D6780 Retainer crown – 3/4 cast high noble metal
D6781 Retainer crown – 3/4 cast predominantly base metal
D6782 Retainer crown – 3/4 cast noble metal
D6783 Retainer crown – 3/4 porcelain/ceramic

D6784 Retainer crown - 3/4 titanium and titanium alloys
D6790 Retainer crown – full cast high noble metal
D6791 Retainer crown – full cast predominantly base metal
D6792 Retainer crown – full cast noble metal
D6793 Interim retainer crown – further treatment or completion of diagnosis necessary prior to final impression
D6794 Retainer crown – titanium and titanium alloys

Other fixed partial denture services
D6920 Connector bar
D6930 Re-cement or re-bond fixed partial denture
D6940 Stress breaker
D6950 Precision attachment
D6980 Fixed partial denture repair necessitated by restorative material
D6985 Pediatric partial denture, fixed
D6999 Unspecified, fixed prosthodontic procedure, by report

D7000 – D7999 ORAL AND MAXILLOFACIAL SURGERY

Extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)
D7111 Extraction, coronal remnants – primary tooth
D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)

Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)
D7210 Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated
D7220 Removal of impacted tooth – soft tissue
D7230 Removal of impacted tooth – partially bony
D7240 Removal of impacted tooth – completely bony
D7241 Removal of impacted tooth – completely bony, with unusual surgical complications
D7250 Removal of residual tooth roots (cutting procedure)

Other surgical procedures
D7260 Oroantral fistual closure
D7261 Primary closure of a sinus perforation
D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
D7272 Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)
D7280 Exposure of an unerupted tooth
D7282 Mobilization of erupted or malpositioned tooth to aid eruption
D7283 Placement of device to facilitate eruption of impacted tooth
D7285 Incisional biopsy of oral tissue – hard (bone, tooth)
D7286 Incisional biopsy of oral tissue – soft
D7287 Exfoliative cytological sample collection
D7288 Brush biopsy – transepithelial sample collection
D7290 Surgical repositioning of teeth
D7291 Transseptal fiberotomy/supra crestal fiberotomy, by report
D7292 Placement of temporary anchorage device [screw retained plate] requiring flap
D7293 Placement of temporary anchorage device requiring flap
D7294 Placement of temporary anchorage device without flap
D7296 Corticotomy – one to three teeth or tooth spaces, per quadrant
D7297 Corticotomy – four or more teeth or tooth spaces, per quadrant
D7298 Removal or temporary anchorage device [screw retained plate], requiring flap
D7299 Removal of temporary anchorage device, requiring flap
D7300 Removal of temporary anchorage device without flap

Alveoloplasty – surgical preparation of ridge for dentures

D7310 Alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant
D7311 Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant
D7320 Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant
D7321 Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant

Vestibuloplasty

D7340 Vestibuloplasty – ridge extension (secondary epithelialization)
D7350 Vestibuloplasty – ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)

Surgical excision of soft tissue lesions

D7410 Excision of benign lesion up to 1.25 cm
D7411 Excision of benign lesion greater than 1.25 cm
D7412 Excision of benign lesion, complicated
D7413 Excision of malignant lesion up to 1.25 cm
D7414 Excision of malignant lesion greater than 1.25 cm
D7415 Excision of malignant lesion complicated
D7465 Destruction of lesion(s) by physical or chemical method, by report

Surgical excision of intra–osseous lesions

D7440 Excision of malignant tumor – lesion diameter up to 1.25 cm
D7441 Excision of malignant tumor – lesion diameter greater than 1.25 cm
D7450 Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm
D7451 Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm
D7460 Removal of benign nonodontogenic cyst or tumor – lesion diameter up to 1.25 cm
D7461 Removal of benign nonodontogenic cyst or tumor – lesion diameter greater than 1.25 cm

Excision of bone tissue

D7471 Removal of lateral exostosis (maxilla or mandible)
D7472 Removal of torus palatinus
D7473 Removal of torus manibularis
D7485 Reduction of osseous tuberosity
D7490 Radical resection of maxilla or mandible

Surgical incision

D7509 Marsupialization of odontogenic cyst
D7510 Incision and drainage of abscess – intraoral soft tissue
D7511 Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)
D7520 Incision and drainage of abscess – extraoral soft tissue
D7521 Incision and drainage of abscess – extraoral soft tissue – complicated (includes drainage of multiple fascial spaces)
D7530 Removal of foreign body from mucosa, skin or subcutaneous alveolar tissue
D7540 Removal of reaction–producing foreign bodies, musculoskeletal system
D7550 Partial ostectomy/sequestrectomy for removal of non–vital bone
D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body

Treatment of fractures – simple

D7610 Maxilla – open reduction (teeth immobilized, if present)
D7620 Maxilla – closed reduction (teeth immobilized, if present)
D7630 Mandible – open reduction (teeth immobilized, if present)
D7640 Mandible – closed reduction (teeth immobilized, if present)
D7650 Malar and/or zygomatic arch – open reduction
D7660 Malar and/or zygomatic arch – closed reduction
D7670 Alveolus – closed reduction, may include stabilization of teeth
D7671 Alveolus – open reduction, may include stabilization of teeth
D7680 Facial bones – complicated reduction with fixation and multiple surgical approaches

Treatment of fractures – compound

D7710 Maxilla – open reduction
D7720 Maxilla – closed reduction
D7730 Mandible – open reduction
D7740 Mandible – closed reduction
D7750 Malar and/or zygomatic arch – open reduction
D7760 Malar and/or zygomatic arch – closed reduction
D7770 Alveolus – open reduction splinting stabilization of teeth
D7771 Alveolus – closed reduction stabilization of teeth
D7780 Facial bones – complicated reduction with fixation and multiple approaches

Reduction of dislocation and management of other temporomandibular joint dysfunctions

D7810 Open reduction of dislocation
D7820 Closed reduction of dislocation
D7830 Manipulation under anesthesia
D7840 Condylectomy
D7850 Surgical discectomy, with/without implant
D7852 Disc repair
D7854 Synovectomy
D7856 Myotomy
D7858 Joint reconstruction
D7860 Arthrotomy
D7865 Arthroplasty
D7870 Arthrocentesis
D7871 Non-arthroscopic lysis and lavage
D7872 Arthroscopy – diagnosis, with or without biopsy
D7873 Arthroscopy: lavage and lysis of adhesions
D7874 Arthroscopy: disc repositioning and stabilization
D7875 Arthroscopy: synovectomy
D7876 Arthroscopy: discectomy
D7877 Arthroscopy: debridement
D7880 Occlusal orthotic device, by report
D7881 Occlusal orthotic device adjustment
D7899 Unspecified TMD therapy, by report

Repair of traumatic wounds

D7910 Suture of recent small wounds up to 5 cm

Complicated suturing (reconstruction requiring delicate handling of tissues and wide undermining for meticulous closure)

D7911 Complicated suture – up to 5 cm
D7912 Complicated suture – greater than 5 cm

Other repair procedures

D7920 Skin graft (identify defect covered, location and type of graft)
D7922 Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site
D7940 Osteoplasty – for orthognathic deformities
D7941 Osteotomy – mandibular rami
D7943 Osteotomy – mandibular rami with bone graft; includes obtaining the graft
D7944 Osteotomy – segmented or subapical
D7945 Osteotomy – body of mandible
D7946 LeFort I (maxilla – total)
D7947 LeFort I (maxilla – segmented)
D7948 LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) – without bone graft
D7949 LeFort II or LeFort III – with bone graft
D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla – autogenous or nonautogenous, by report
D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach
D7952 Sinus augmentation via a vertical approach
D7953 Bone replacement graft for ridge preservation – per site
D7955 Repair of maxillofacial soft and/or hard tissue defect
D7956 Guided tissue regeneration, edentulous area – resorbable barrier, per site
D7957 Guided tissue regeneration, edentulous area – non-resorbable barrier, per site
D7961 Buccal/labial frenectomy (frenulectomy)
D7962 Lingual frenectomy (frenulectomy)
D7963 Frenuloplasty
D7970 Excision of hyperplastic tissue – per arch
D7971 Excision of pericoronal gingiva
D7972 Surgical reduction of fibrous tuberosity
D7979 Non-surgical sialolithotomy
D7980 Surgical sialolithotomy
D7981 Excision of salivary gland, by report
D7982 Sialodochoplasty
D7983 Closure of salivary fistula
D7990 Emergency tracheotomy
D7991 Coronoidectomy
D7993 Surgical placement of craniofacial implant – extra oral
D7994 Surgical placement zygomatic implant
D7995 Synthetic graft – mandible or facial bones, by report
D7996 Implant – mandible for augmentation purposes (excluding alveolar ridge), by report
D7997 Appliance removal (not by dentist who placed appliance), includes removal of archbar
D7998 Intraoral placement of a fixation device not in conjunction with a fracture
D7999 Unspecified oral surgery procedure, by report

D8000 – D8999 ORTHODONTICS

Limited orthodontic treatment

D8010 Limited orthodontic treatment of the primary dentition
D8020 Limited orthodontic treatment of the transitional dentition
D8030 Limited orthodontic treatment of the adolescent dentition
D8040 Limited orthodontic treatment of the adult dentition

Comprehensive orthodontic treatment

D8070 Comprehensive orthodontic treatment of the transitional dentition
D8080 Comprehensive orthodontic treatment of the adolescent dentition
D8090 Comprehensive orthodontic treatment of the adult dentition

Minor treatment to control harmful habits

D8210 Removable appliance therapy
D8220 Fixed appliance therapy

Other orthodontic services

D8660 Pre-orthodontic treatment examination to monitor growth and development
D8670 Periodic orthodontic treatment visit
D8680 Orthodontic retention (removal of appliances, construction and placement of retainer[s])
D8681 Removable orthodontic retainer adjustment
D8695 Removal of fixed orthodontic appliances for reasons other than completion of treatment
D8696 Repair of orthodontic appliance – maxillary
D8697 Repair of orthodontic appliance – mandibular
D8698 Re-cement or re-bond fixed retainer – maxillary
D8699 Re-cement or re-bond fixed retainer – mandibular
D8701 Repair of fixed retainer, includes reattachment – maxillary
D8702 Repair of fixed retainer, includes reattachment – mandibular
D8703 Replacement of lost or broken retainer – maxillary
D8704 Replacement of lost or broken retainer - mandibular
D8999 Unspecified orthodontic procedure, by report

D9000 – D9999 ADJUNCTIVE GENERAL SERVICES

Unclassified treatment

D9110 Palliative (emergency) treatment of dental pain – minor procedure
D9120 Fixed partial denture sectioning
D9130 Temporomandibular joint dysfunction – non-invasive physical therapies

Anesthesia

D9210 Local anesthesia not in conjunction with operative or surgical procedures
D9211 Regional block anesthesia
D9212 Trigeminal division block anesthesia
D9215 Local anesthesia
D9219 Evaluation for moderate sedation, deep sedation or general anesthesia
D9222 Deep sedation/general anesthesia – first 15 minutes
D9223 Deep sedation/general anesthesia – each subsequent 15 minute increment
D9230 Analgesia, anxiolysis, inhalation of nitrous oxide
D9239 Intravenous moderate (conscious) sedation/analgesia – first 15 minutes
D9243 Intravenous moderate (conscious) sedation/analgesia – each subsequent 15 minute increment
D9248 Non-intravenous conscious sedation

Professional consultation

D9310 Consultation (diagnostic service provided by dentist or physician other than requesting dentist or physician

Professional visits

D9410 House/extended care facility call
D9420 Hospital call
D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
D9440 Office visit – after regularly scheduled hours
D9450 Case presentation, detailed and extensive treatment planning

Drugs

D9610 Therapeutic parenteral drug, single administration
D9612 Therapeutic parenteral drugs, two or more administrations, different medications

D9613 Infiltration of sustained release therapeutic drug, per quadrant
D9630 Drugs or medicaments dispensed in the office for home use

Miscellaneous services

D9910 Application of desensitizing medicament
D9911 Application of desensitizing resin for cervical and/or root surface, per tooth
D9912 Pre-visit patient screening
D9920 Behavior management, by report
D9930 Treatment of complications (post–surgical) – unusual circumstances, by report
D9932 Cleaning and inspection of removable complete denture, maxillary
D9933 Cleaning and inspection of removable complete denture, mandibular
D9934 Cleaning and inspection of removable partial denture, maxillary
D9935 Cleaning and inspection of removable partial denture, mandibular
D9941 Fabrication of athletic mouthguard
D9942 Repair and/or reline of occlusal guard
D9943 Occlusal guard adjustment
D9944 Occlusal guard – hard appliance, full arch
D9945 Occlusal guard – soft appliance, full arch
D9946 Occlusal guard – hard appliance, partial arch
D9947 Custom sleep apnea appliance fabrication and placement
D9948 Adjustment of custom sleep apnea appliance
D9949 Repair of a custom sleep apnea appliance
D9950 Occlusion analysis – mounted case
D9951 Occlusal adjustment – limited
D9952 Occlusal adjustment – complete
D9953 Reline custom sleep apnea appliance (indirect)
D9961 Duplicate/copy patient's records
D9970 Enamel microabrasion
D9971 Odontoplasty – per tooth
D9972 External bleaching – per arch – performed in office
D9973 External bleaching – per tooth
D9974 Internal bleaching – per tooth
D9990 Certified translation or sign language services - per visit
D9995 Teledentistry – synchronous; real-time encounter
D9996 Teledentistry – asynchronous; information stored and forwarded to dentist for subsequent review
D9997 Dental case management – Patients with special Health Care Needs
D9999 Unspecified adjunctive procedure, by report

Note: This Appendix represents codes and nomenclature excerpted from the version of Current Dental Terminology (CDT) in effect at the date of this printing. CDT coding and nomenclature are the copyright of the American Dental Association, and have been accepted as the standard for data transmission purposes under federal Administrative Simplification regulations. For the purposes of this Appendix, Delta Dental's administration of Benefits, Limitations and Exclusions under this Contract will at all times be based on the then-current version of CDT whether or not a revised Appendix B is provided.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-22

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Amendment to Agreement with Archer & Hound, LLC

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Archer & Hound, LLC, the Joint Health Management Board (JHMB) communications consultant. Archer & Hound currently provides communication consulting services in support of the JHMB and its various health and wellness initiatives.

Archer & Hound, LLC has been tasked with a complete website redesign and providing website maintenance for the JHMB. Unforeseen challenges were discovered and were not part of the scope of work of the original contract or request for proposal (RFP) process. The landing page and all website links needed to be redirected. The goal of JHMB is to improve the website to help employees find information, answers, and resources they need regarding their plan choices. The additional cost is one-time and increases the contract by $51,250.

The current agreement with Archer & Hound, LLC is from September 01, 2022, through December 31, 2024. The original contract amount was $185,000, and the one-time increase is $51,250. Total cost is now $236,250.

FINANCIAL SUMMARY: Sufficient funds in the amount of $236,250 are available in the Health Internal Service Fund.

PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

09791

Vendor Number

Multi Marketing Account Corp, dba Archer & Hound LLC	7910 N. Ingram #102, Fresno, CA 93711
Vendor Name	***Address***
(559) 454-9400	Jessica Blanchfield
Phone Number	***Vendor Contact***
From: 9/1/2022	**Through:** 12/31/2024
Term (Duration)	

FUSD Contract Administrator:

Steven Shubin	Benefits Department	559-457-3539
Name	*Site/ Dept*	*Telephone number*

Budget (*Fund-Unit-Dept.-Activity-Function-Object)* 680-0841-0880-0000-6000-5899

Annual Cost $ 236,250.00 (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:

Provide communication consulting services in support of the Joint Health Management Board (JHMB) and its various health and wellness initiatives. Archer & Hound, LLC will perfonn a comprehensive communication strategy, continue ongoing marketing and communication services, complete website redesign, and website maintenance and management for JHMB.

**ADDING: website development, and development of landing page for existing/old website, and is subject to change based on parameters of website.

Original contract $185,000 plus additional $51,250= $236,250.00

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:** 12/06/23 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**		11/09/2023
	Signed	*Date*
Reviewed & approved by **Cabinet Level Officer**	Patrick Jensen (Nov 19, 2023 10:50 PST)	Nov 19, 2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		Nov 14, 2023
	Signed	*Date*

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

Amendment No. 1
TO THE INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
THE FRESNO UNIFIED SCHOOL DISTRICT
AND MULTI MARKETING CORP.,
dba Archer & Hound Advertising

Pursuant to Paragraph 31 of the Independent Contractor Services Agreement ("Agreement"), dated September 1, 2022, between the Fresno Unified School District ("District") and Multi-Marketing Corp, dba Archer & Hound Advertising ("Contractor"), the Agreement is amended effective November 17, 2022 as set forth below.

1. **Paragraph 5 "Compensation" is amended in its entirety to read as follows:**

"District agrees to pay Contractor:

$60,000 for the period 09/01/2022-12/31/2022 – $28,800 Billed as a monthly retainer of $7,200.00

$51,250 Billed in two invoices of $25,625*

$60,000 for the period 01/01/2023-12/31/2023 – Billed as a monthly retainer of $5,000.00

$65,000 for the period 01/01/2024-12/31/2024 – Billed as a monthly retainer of $5,417.00

* $51,250 is estimated costs for website development, and development of landing page for existing/old website, and is subject to change based on parameters of website. If costs exceed $51,250, Contractor will obtain prior written approval from the JHMB for any additional costs. Contractor will also be reimbursed for ancillary costs related to website design and on-going maintenance, i.e., website hosting, Secured Site License (SSL), plug-in subscriptions, etc. All ancillary/additional costs must be pre-approved in writing by the JHMB.

Payment shall be limited to amounts specified in this paragraph, unless specifically indicated in Paragraph 6.

Payments will be made to Archer & Hound Advertising. District agrees to pay Contractor within thirty (30) days of the date reflected on any detailed invoice. District shall pay all amounts due under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable for work already performed by Contractor, regardless of whether there is a dispute of breach between the Parties at the time the work is completed, invoiced, due and owing.

***

IN WITNESS WHEREOF, the parties have caused this Amendment One to be executed effective as of the dates above.

DISTRICT

_____
Chief Financial Officer
Date:

CONTRACTOR

Jessica Blanchfield, Pres.
Name/Title
Date: 11/13/23

Approved As To Form:

Nov 14, 2023

Executive Director
Benefits and Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-23

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement Renewal with Kaiser Permanente

ITEM DESCRIPTION: Included in the Board binders is an agreement renewal with Kaiser Permanente to provide medical services on behalf of benefit-eligible employees and retirees. Kaiser is one of two medical networks under which district employees and retirees access medical care. The district has offered medical benefits coverage through Kaiser Permanente since April 01, 2012.

Approximately 1,440 active employees/retirees are enrolled, and over 1,750 dependents are part of the Kaiser plan. The services provided by Kaiser Permanente are fully insured, meaning the district pays an agreed upon per member per month rate for the coverage without any further claim cost responsibility.

The Board approved in December 2022 a two-year contract with the stipulation that the 2024 contract for employees and early retirees under 65 would not exceed 4%. Kaiser returned with a 4% increase, assuming no change in benefits and a total 4.82% increase to move from a 95%/5% plan to 100% coverage, which Joint Health Management Board approved in April 2023. The annual premium increase is approximately $885,000.

The cost of the services for the Kaiser Senior Advantage retirees (post-65) will increase by 16.27% to $276.22 per month in 2024. Increases are attributable to COVID-19 care, diagnosis trends, and increases in Medicare rates. Relative to the rates for 2023, the district saw a decrease of 14.79%, and the 2024 monthly rate is still less than what was paid in 2022.

The total annual cost of services for all enrolled members (active, pre-65 retirees, post-65 retirees, and respective dependents) is estimated at $22 million. These services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $22 million 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

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number	
Kaiser Permanente	P.O. Box 23448, San Diego, CA 92193-3448
Vendor Name	***Address***
(559)448-3753	Thmomas A. Curtin Jr.
Phone Number	***Vendor Contact***
From: 1/1/2024	**Through:** 12/31/2024
Term (Duration)	

FUSD Contract Administrator:

Steven Shubin	Benefits Department	559-457-6227
Name	*Site/ Dept*	*Telephone number*

Budget (*Fund-Unit-Dept.-Activity-Function-Object)* 670-0841-0880-0000-6000-5852

Annual Cost $ 22,000,000.00 (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:

Kaiser Permanente to provide medical services on behalf of benefit eligible employees and retirees. The District has offered medical benefit coverage through Kaiser Permanente since April 01, 2012. Kaiser is one of two different medical networks under which district employees and retirees access medical care.

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:** 12/06/23 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**		10/26/2023
	Signed	*Date*
Reviewed & approved by **Cabinet Level Officer**	Patrick Jensen (Nov 19, 2023 10:51 PST)	Nov 19, 2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		Nov 9, 2023
	Signed	*Date*

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

Revised 9/20/23

KAISER PERMANENTE®

September 29, 2023

Patrick Jensen
~~SANTINO DANISI~~, CFO/DEPUTY SUPERINTENDENT
FRESNO UNIFIED SCHOOL DISTRICT
2309 TULARE ST
FRESNO, CA 93721-2266

Re: Renewal *Group Agreement* for Group ID # 603815
Renewal effective date: 01/01/2024

Patrick Jensen
Dear ~~SANTINO DANISI~~,

We value being your health care partner, and look forward to continuing to work with you to provide your subscribers with quality care well into the future.

Enclosed, please find the new *Group Agreement* between FRESNO UNIFIED SCHOOL DISTRICT and Kaiser Foundation Health Plan, Inc., Northern California Region, for the contract period January 1, 2024, through December 31, 2024. For a summary of the most important changes, see the enclosed 2024 *Notice*. Review these documents carefully and keep the *Group Agreement* for your records. Also, be sure to sign and return the copy of the *Agreement* Signature Page provided with the *Group Agreement*.

If your group doesn't want to renew the *Group Agreement*, you'll need to give us advance written notice, as described under "Termination on Notice" in the "Termination of Agreement" section of your *Group Agreement*.

Your new monthly rate
See the "Calculating Premiums" section of the enclosed *Group Agreement* for your new premium rate, which will start January 1, 2024.

Your premium rates may have been affected by a variety of factors, including:

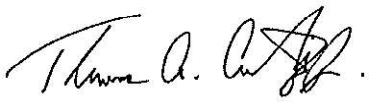
- The periodic adjustment of base rates, resulting from changes in the costs of delivering care
- Changes in your group's size or demographics
- Changes to the risk characteristics of your group
- Your group's actual claims experience, depending on your group size

If you have any questions or need enrollment or enrollee materials for your subscribers, please contact your Kaiser Permanente account manager, Dorrenda Thomas, at 559-448-3753.

If you receive the *Group Agreement* or enrollment materials in electronic form, you are not authorized to modify or alter in any way the text or the formatting of these documents. If you post the electronic documents on your intranet site, you must do so in such a way so as to permit your subscribers to download and print a complete and accurate copy of the materials. Please refer to the *Group Agreement* for details about these requirements.

Thank you for continuing to offer Kaiser Permanente to your subscribers.

Sincerely,



Thomas A. Curtin Jr.
Senior Vice President, Commercial Group Lines of Business

cc:

LUANN MCSWIGGEN
GIOVANNI PACHECO

Agreement Signature Page

Acceptance of *Agreement*

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, Kaiser Permanente health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of the Small Claims Court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage Members
- Claims that cannot be subject to binding arbitration under governing law

Signatures

Kaiser Foundation Health Plan, Inc., Northern California Region

Thomas A. Curtin Jr.
Authorized officer
Senior Vice President, Commercial Group Lines of Business
September 29, 2023

FRESNO UNIFIED SCHOOL DISTRICT

Authorized Group officer signature

Patrick Jensen, Chief Financial Officer

Print name and title Date

Please sign and return this copy of the signature page:

- **By mail:** Kaiser Permanente, California Service Center, P.O. Box 23448, San Diego, CA 92193-3448.
- **By fax:** 1-855-355-5334

Approved As To Form

Nov 9, 2023

Stacey Sandoval, Executive Director
Risk Management

Helpful information about disclosures that Group must make

The Group is required to provide certain disclosures about its group health plan to employees and dependents:

- As described in your *Group Agreement*, Group must notify subscribers and dependents about changes to coverage and provide an *Evidence of Coverage (EOC)*.
- If Group's group health plan is subject to Affordable Care Act (ACA) mandates, Group must provide any required ACA notices.
- If Group's group health plan is subject to ERISA, Group's plan administrator must provide a Summary Plan Description. In addition, Groups may have additional reporting and disclosure obligations under ERISA. These additional requirements are the Group's responsibility. For more information on your group health plan's obligations under ERISA, we recommend that you seek the advice of your own legal counsel. You may also find general information at dol.gov/agencies/ebsa. A handy Reporting and Disclosure Guide for Employee Benefit Plans is also available on that website.

In addition, the *EOCs* that are part of your *Group Agreement* provide certain notices as described in this document. The information in this document applies to commercial group coverage offered by Health Plan in its Northern and Southern California Regions (it does not apply to Medicare coverage, the Federal Employees Health Benefit Plan, or self-funded coverage). This document is not legal advice. Group should consult its own legal counsel for specific guidance related to its group health plan requirements.

Disclosures required by the ACA

The *EOCs* include the following notices required by the ACA:

- **Grandfathered status:** In *EOCs* for grandfathered coverage, a notice of grandfathered status is provided in the "Cost Share Summary" section.
- **Choice of provider.** A notice about designating a Plan Primary Care Physician (including a pediatrician for a child) is provided under "Your Personal Plan Physician" in the "How to Obtain Services" section.
- **Access to Plan obstetricians and gynecologists.** A notice that prior authorization is not required to receive care from obstetricians and gynecologists is provided under "Getting a Referral" in the "How to Obtain Services" section.
- **Claims procedure.** The procedure for post-service claims is explained in the "Post-Service Claims and Appeals" section. The procedure for all other requests for payment and services is explained in the "Dispute Resolution" section. The "Dispute Resolution" section says that binding arbitration is not required when governing law prevents the use of binding arbitration.
- **Nondiscrimination.** A nondiscrimination notice and language assistance taglines are provided with the *EOC*.

SPD Disclosures required by ERISA

The Employee Retirement Income Security Act (ERISA) is a federal law that sets minimum standards for employee welfare benefit plans, which includes group health plans, and is established by private employers and employee organizations (for example, unions). The plan administrator of an employee welfare benefit plan is responsible for development and distribution of a *Summary Plan Description (SPD)* to plan participants and beneficiaries. The plan administrator is an employee or designee of the employer or union plan sponsor. Health Plan underwrites group coverage that plan sponsors make available, but Health Plan is neither the "ERISA plan" nor the "plan administrator" of the group health plan.

The plan administrator of a group health plan may satisfy the Group's ERISA disclosure obligations by incorporating the *EOC* into the Group's *SPD by reference*. However, the *EOC* by itself does not satisfy the disclosure requirements under ERISA. If a disclosure required under ERISA is not in the *EOC*, or if the plan administrator chooses to not incorporate the *EOC* in the *SPD*, the plan administrator must provide the disclosure in the Group's *SPD*. If there are discrepancies between

the description of Kaiser Permanente HMO-covered group health plan benefits appearing in the Group's *SPD* and those reflected in the *EOC*, the benefit description appearing in Kaiser Permanente's *EOC* will control.

The chart below identifies certain key ERISA disclosure requirements and whether those disclosures are in the *EOC*. It is intended for use as a reference tool; however, it is the plan administrator's responsibility to verify that the Group's *SPD* satisfies all ERISA disclosure requirements. For more information about ERISA, visit the Department of Labor website at dol.gov/agencies/ebsa.

SPD Disclosure Requirement	Evidence of Coverage (EOC)
Eligibility	The *EOC* does not explain in detail Group's eligibility requirements (a summary of Health Plan eligibility requirements appears in the "Premiums, Eligibility, and Enrollment" section). The plan administrator must include Group's specific eligibility information in the Group's *SPD*.
Special enrollment, including: • Special enrollment due to new dependents • Special enrollment due to loss of other coverage • Special enrollment due to eligibility for premium assistance • Special enrollment due to court or administrative order • Special enrollment due to reemployment after military service • Other special enrollment events	The *EOC* explains special enrollment rights in "How to Enroll and When Coverage Begins" in the "Premiums, Eligibility and Enrollment" section. The plan administrator is required to document that plan participants and beneficiaries have been informed of these rights. The *EOC* does not describe the procedures governing qualified medical child support order (QMCSO) determinations or state that plan participants and beneficiaries can obtain, without charge, a copy of those procedures from the plan administrator. The plan administrator should include this information in the Group's *SPD*.
Michelle's law (student status and eligibility)	Michelle's law establishes that dependent children who are under the dependent child age limit of the group health plan eligibility rules meet the eligibility age requirement whether or not they are attending school. Therefore, Health Plan provides a notice about student leaves of absence only in *EOCs* where the dependent child age limit is higher for a student than the non-student. If the student age limit is higher, the notice appears in the "Who Is Eligible" section under "Eligibility as a Dependent."

SPD Disclosure Requirement	Evidence of Coverage (EOC)
Description of coverage, including: • Cost sharing • Exclusions and limitations • Prior authorization requirements • Provider network • Claims procedure	Under ERISA, a Group's *SPD* may provide only a general description of plan benefits as long as the *SPD* references a detailed schedule of benefits and incorporates it by reference. That detailed schedule of benefits can be the Health Plan *EOC*, which offers a clear description of the benefits and the rules for obtaining those benefits. If the plan administrator chooses to incorporate the *EOC* by reference into the Group's *SPD*, the Group may satisfy the ERISA coverage disclosure requirements by including the following text *without changes* as the introduction to the benefit chart in the Group's *SPD*: "This benefit chart provides summary information only. It does not fully describe your benefit coverage. For details on your benefit coverage, please refer to your Kaiser Foundation Health Plan, Inc. (Health Plan) *Evidence of Coverage*. The Health Plan *Evidence of Coverage* is the binding document between Health Plan and its members. As a condition of coverage, a Health Plan physician must determine that any requested services and items are medically necessary to prevent, diagnose, or treat a medical condition. Generally, requested services and items must be provided, prescribed, authorized, or directed by a Health Plan provider. Except as otherwise noted in the Health Plan *Evidence of Coverage*, you must receive the requested services and items from a Health Plan-designated provider inside the Health Plan Service Area in which you are enrolled. For details on the benefit and claims review and adjudication procedures, please refer to the Health Plan *Evidence of Coverage*."
Newborns' and Mothers' Health Protection Act (Newborn Act)	Health Plan covers hospital lengths of stay following childbirth for mothers and newborns in accord with the Newborn Act. To assist the plan administrator in complying with the ERISA notice requirement, a Newborn Act notice is included under "ERISA notices" in the "Miscellaneous Provisions" section of the *EOC*.
Women's Health and Cancer Rights Act (WHCRA)	Health Plan covers mastectomy and reconstructive surgery and related services as required by WHCRA. To assist the plan administrator in complying with the ERISA notice requirement, a WHCRA notice is included under "ERISA notices" in the "Miscellaneous Provisions" section of the *EOC*.
ERISA rights	The *EOC* does not include a statement of ERISA rights. The plan administrator should include this information in the Group's *SPD*.
COBRA	The *EOC* states that continuation health care coverage under federal COBRA or under state continuation coverage laws may be available following termination of group health coverage. If your employee benefit plan offers COBRA continuation coverage, your plan administrator is responsible for administration of this coverage (for example, your plan administrator is responsible for providing all notices related to continuation coverage, eligibility, and participation).

SPD Disclosure Requirement	Evidence of Coverage (EOC)
Information about the employee benefit plan and how it is administered, such as: • Name of the plan • Name and address of the entity maintaining the plan • Employer identification number, plan number, type of plan, and how it is administered • The plan administrator's authority to terminate the plan or amend benefits, circumstances that may trigger ineligibility, denial, or reduction of benefits, and rights upon termination of plan or amendment of benefits	Health Plan does not collect this information from groups and cannot include it in the *EOC.* The plan administrator must include this information in the Group's *SPD.*

2024 *Group Agreement* Summary of Changes and Clarifications Notice Effective January 1, 2024, through December 31, 2024

Kaiser Foundation Health Plan, Inc., Northern California Region ("Health Plan") is renewing your Group's *Group Agreement ("Agreement")*, including the *Evidence of Coverage ("EOC")* documents, effective January 1, 2024 (your Group's "Anniversary Date") by sending FRESNO UNIFIED SCHOOL DISTRICT ("Group") this *"Group Agreement Summary of Changes and Clarifications Notice" ("Notice")* in accord with the "Term of *Agreement* and Renewal" section of your *Agreement*. This *Notice* includes a summary of the changes and clarifications that will be effective when your *Agreement* is renewed on the Anniversary Date, unless a different effective date is stated. Unless otherwise indicated, the changes and clarifications described here apply to each type of coverage that will be effective upon renewal of your *Agreement*. If you have not already received your renewal contract ("*2024 Agreement*"), please contact your broker or Health Plan account manager to obtain a copy. If your Group does not wish to renew your *Agreement*, your Group must give us advance written notice in accord with "Termination on Notice" in the "Termination of *Agreement*" section of your *Agreement*.

In certain circumstances, this summary may also include changes that we made to your *Agreement* during the 2023 plan year through an amendment. This summary does not include minor changes and clarifications that Health Plan is making to improve the readability of the *Agreement* or any changes we are making at your Group's request. In addition to the changes and clarifications listed below, Health Plan will also make any changes required by law or by any state or federal agency.

The "Calculating Premiums" section of this *Notice* includes the Premiums that will be applicable to your *Agreement* upon renewal.

Note: Some capitalized terms in this *Notice* have special meaning. Please see the "Definitions" section of the applicable *EOC* document in your *Agreement* for terms you should know. In this *Notice* "Medicare *EOCs*" means Kaiser Permanente Senior Advantage *EOCs*, and "non-Medicare *EOCs*" means all *EOCs* other than Senior Advantage *EOCs*.

2024 Agreement

If you have not already received your *2024 Agreement* and your Group wants to make changes to benefits or Cost Share, please request them before your Anniversary Date. You will then receive your *2024 Agreement* shortly after you tell your Health Plan account manager about changes your Group wants to make. If you don't wish to make changes to benefits or Cost Share, you don't need to do anything to renew your *Agreement*. We will provide your Group with its *2024 Agreement* within 60 days after your Anniversary Date. If you would like to receive it sooner, please contact your Health Plan account manager.

We will provide the *2024 Agreement* to your Group online unless you have asked us to mail your Group a printed *2024 Agreement*. When we provide the *2024 Agreement* online, we will mail your Group a notice to let you know when the *2024 Agreement* is available to view and download.

Please keep in mind that unless your Group notifies us to make changes to benefits or Cost Share, your *2024 Agreement*, including the *EOC* documents, will reflect the same benefits and Cost Share information as your current *Agreement*, subject to the changes described in this *Notice*.

Global Changes to the *Agreement*, including *EOC* documents

988 Crisis Services (AB 988)

For consistency with state law effective January 1, 2023, *we have updated the "Services from Non-Plan Providers" section under "Behavioral Health Treatment for Autism Spectrum Disorder," "Mental Health Services," and "Substance Use Disorder Treatment" in non-Medicare EOCs to explain that we cover behavioral health crisis services provided to an*

enrollee by a 988 center, mobile crisis team, or other provider of behavioral health crisis services, regardless of whether the service is provided in-network or out-of-network, without prior authorization.

Abortion and Abortion-Related Services (SB 245)

In accordance with state law effective January 1, 2023, *Cost Share for abortion and abortion-related Services is no charge in all plans (except that these Services are subject to the Plan Deductible in HSA-Qualified High Deductible Health Plans). In conjunction with this change, in non-Medicare EOCs we have restructured the "Family Planning Services" section, and changed the name of this section to "Reproductive Health Services."*

CARE Courts (SB 1338)

For consistency with state law effective January 1, 2023, *we have added a new section titled "CARE Plans" to the "Cost Share Summary" section of non-Medicare EOCs to explain that we cover health care services required under a court-approved Community Assistance, Recovery, and Empowerment ("CARE") plan at no cost and without prior authorization, with the exception of prescription drugs.*

Contraceptive Equity (SB 523)

For consistency with state law effective January 1, 2023, *we have expanded contraceptive coverage to all enrollees. In accord with this change, we have made the following changes:*

- *Removed the limitation that contraceptives are "for women" from the "Contraceptive drugs and devices" table in the "Cost Share Summary" section of non-Medicare EOCs*
- *Added language clarifying how enrollees may obtain a 365-day supply of contraceptives under "Day supply limit" in the "Outpatient Prescription Drugs, Supplies, and Supplements" section of non-Medicare EOCs*

For consistency with state law effective January 1, 2024:

- *We have removed the verbiage "when prescribed by a Plan Provider" from the "Contraceptive Drugs and Devices" table in the "Cost Share Summary" section of non-Medicare EOCs, for consistency with other tables in the Cost Share Summary. Drugs still require a prescription, as specified in the "Outpatient Prescription Drugs, Supplies, and Supplements" section, except for over-the-counter contraceptives*
- *Sterilization Services for Members assigned male at birth will be covered at no charge for non-grandfathered plans*

Contraceptive Gel

In accord with ACA FAQ part 51, *we added a disclosure to the "Contraceptive drugs and devices" table in the "Cost Share Summary" section of non-Medicare EOCs that we cover contraceptive gel, which is a new type of contraceptive.*

Home-Delivered Meals in Medicare *EOCs*

Due to a change in policy, *if your plan includes meals delivered to the home immediately following discharge from a* ***network hospital as an inpatient due to congestive heart failure,*** *home-delivered meals will no longer be covered.*

If your plan includes meals delivered to the home immediately following discharge from a ***network hospital or skilled nursing facility as an inpatient,*** *a referral will no longer be required.*

Medicare Part D Outpatient Prescription Drug Coverage

In accordance with the Centers for Medicare & Medicaid Services requirements, *in Medicare EOCs with Part D coverage, the Senior Advantage Medicare Part D Catastrophic Coverage Stage threshold is increasing from* ***$7,400*** *to* ***$8,000*** *for calendar year 2024. In addition, the Part D Cost Sharing in the Catastrophic Stage is decreasing to* ***$0.***

If your drug plan includes a Coverage Gap Stage, the Initial Coverage Stage threshold is increasing from ***$4,660*** *to* ***$5,030*** *for calendar year 2024.*

Mental Health Services and Substance Use Disorder Treatment Cost Share for Certain Plans

To meet Mental Health Parity and Addiction Equity Act ("MHPAEA") requirements, *Cost Share for the following services will be "no charge," subject to the Plan Deductible (if applicable) for certain non-Medicare plans:*

- *Behavioral health treatment for autism spectrum disorder*
- *Partial hospitalization and other intensive psychiatric treatment programs under "Mental health Services"*
- *Intensive outpatient and day-treatment programs under "Substance Use Disorder Treatment"*

The impacted plans have Plan ID 16320 or 12696 (p16320 or p12696). You can find your plan's Plan ID on the back of the cover page of your EOC.

No Surprises Act

*We have made the following changes to non-Medicare EOCs **for the purpose of compliance with the federal No Surprises Act**:*

- *Throughout EOCs, we have added the term "independent freestanding emergency department," and used more general language to refer to the facilities at which post-stabilization care may be provided*
- *Under "Definitions," we have updated the definition of "Charges" to include the recognized amount under the No Surprises Act*
- *Under "Definitions," we have updated the definition of "Emergency Services" to include post-stabilization care that is considered emergency care under federal law*
- *Under "Definitions," we have updated the definition of "Post-Stabilization Care" by moving a portion of the text previously printing under "Post-Stabilization Care" in the "Emergency Services and Urgent Care" section into this definition*
- *Under "Post-Stabilization Care" in the "Emergency Services and Urgent Care" section, we have explained when post-stabilization care may be considered emergency care, and that a member may consent to waive balance billing protections under the No Surprises Act*
- *Under "Payment and Reimbursement" in the "Emergency Services and Urgent Care" section, we have deleted the word "Emergency" to align with current policy. This policy also covers Post-Stabilization Care and Out-of-Area Urgent Care as described earlier in the paragraph*

Post-Stabilization Care

***To reflect a new arrangement with Cigna Payer Solutions,** under "Post-Stabilization Care" in the "Emergency and Urgent Care" section of the EOC, we have revised language to describe the circumstances under which Cigna Payer Solutions is responsible for authorizing any necessary post-stabilization care. In accord with this change, we have also added two new defined terms to the "Definitions" section of non-Medicare EOCs: "Cigna PPO Network" and "Kaiser Permanente State."*

Reproductive Health Equity (AB 2134)

***For consistency with state law effective January 1, 2023,** under "Outpatient prescription drugs, supplies and supplements exclusions" and "Reproductive health Services exclusions" in religious employer non-Medicare EOCs that do not include coverage for contraception, we have added a notice stating that additional services may be available through the California Reproductive Health Equity Program.*

Silver&Fit® Healthy Aging and Exercise Program Premium Fitness Network

***Due to a change in policy, if your plan includes the Silver&Fit® Healthy Aging and Exercise Program, effective January 1, 2024,** we have added an expanded network of select fitness centers that are not in the Silver&Fit standard fitness network. Members will have access to these select fitness centers and studio choices in addition to the standard network fitness centers. Initiation fees may be applicable at some select fitness centers in this expanded network.*

Global Clarifications to the *Agreement*, including *EOC* documents

Authorized Officer

Under "Notices" in large group *Agreements*, and on the *Agreement* signature page in all *Agreements*, we have updated the authorized officer who signs *Agreements* for our California regions to Thomas A. Curtin Jr. In conjunction with this change, we have also updated the address for Group to send notices to Health Plan in large group *Agreements*.

Deductibles and Out-of-Pocket Maximums

In the "Cost Share Summary" section of non-Medicare *EOCs*, we have made the following change for clarity:

- When we provide an allowance for supplemental hearing aids or eyewear, the Cost Share Summary will say that those services don't apply to the out-of-pocket maximum because there is never any out-of-pocket cost for covered Services
- When pediatric eyewear is covered at no charge, the Cost Share Summary will say that those services don't apply to the out-of-pocket maximum because there is never any out-of-pocket cost for covered Services

Drug Tiers

We have revised the description of drug coverage for clarity. In the "Cost Share Summary" section of non-Medicare *EOCs*, we now refer to the tiers as "Tier 1," "Tier 2," and "Tier 4" to align with how tiers are presented in the drug formulary. We have revised the definition of these tiers under "About the drug formulary" in the "Outpatient Drugs, Supplies, and Supplements" section for consistency with the descriptions used in the drug formulary. Also in that section, we have revised the "Day supply limit" and "About the drug formulary" sections to align with similar disclosures in the drug formulary.

Gender Inclusivity

Throughout *EOCs*, we have made several changes for the purpose of gender inclusivity, including the following:

- Changed the term "breast pump" to "milk pump" and changed "breastfeeding supplies" to "lactation supplies"
- Changed sterilization language to reference gender assigned at birth
- Eliminated other unnecessary gendered references

These changes are for clarity and do not have an impact on the scope of services that are covered or the people who may obtain services.

Infertility Definition

In the "Definitions" section of *EOCs*, we have added the defined term "Infertility." This definition replaces the definition that previously appeared under "Diagnosis and treatment of infertility" in the "Fertility Services" section. This is a clarification to *EOC* language only and does not affect coverage under the plan.

Insufficient Funds Fee

Under "Premiums" in the "Premiums, Eligibility, and Enrollment" section of *EOCs* where retirees pay premiums directly to Kaiser Permanente, and under "Cal-COBRA enrollment and Premiums" in the "Continuation of Group Coverage" section of other *EOCs*, we have removed the exact dollar amounts charged for returned checks and insufficient funds. Additionally, some billing departments do not impose this fee, so we have changed "will" to "may" in these sections. If the billing fee applies, it will be disclosed on the monthly bill.

Newborn Coverage

Under "If you have a baby" in the "Who is Eligible" section of *EOCs*, we have removed language stating that the automatic coverage period for a newborn would be terminated if the newborn was enrolled in another plan, to align with operational practice. Enrollment in another plan would not affect the 31-day period of automatic coverage for a baby. This is a clarification to *EOC* language only and does not reflect a change in practice.

Nonduplication Agreement

We have added a new section to *Group Agreements* entitled "Nonduplication Agreement" which outlines the responsibilities we have agreed to undertake for the purpose of complying with the federal regulations related to Transparency in Coverage, Prescription Drug and Health Care Cost reporting, and the No Surprises Act. A group may satisfy its obligations with respect to certain reporting and other transparency activities by entering into a written agreement with a group health plan to perform such activities.

POS Contract Option

Under "Calculating Premiums" in *Agreements* for large group coverage, we have defined "POS Plan contract option" for clarity.

Premium Due Date

Under "Cal-COBRA enrollment and Premiums" and "Termination for nonpayment of Cal-COBRA premiums" in group *EOCs*, we have clarified that premium payments for the upcoming month of coverage are due on the last day of the preceding month.

Premium Payments

In the "Definitions," "Premiums, Eligibility, and Enrollment," "Termination for Nonpayment of Premiums," and "Payments after Termination" sections of Medicare *EOCs*, we have revised specific references about who pays the premiums, which can vary depending on the arrangement with Group.

Reductions

Under "Injuries or illnesses alleged to be caused by other parties" in the "Reductions" section of *EOCs*, we have clarified the sources from we may obtain judgment or settlement proceeds to secure our right to reimbursement for Services provided when another party allegedly caused an injury or illness. This is a clarification to *EOC* language only and does not reflect a change in practice.

Telehealth Visits (AB 457)

For consistency with state law effective January 1, 2022, under "Telehealth Visits" in the "Benefits" section of non-Medicare *EOCs*, we have clarified that Members are not required to use Telehealth Visits and may choose to receive in-person services instead. We have also clarified that if a Member visits a Plan Provider that offers Services exclusively through a telehealth technology platform and has no physical location at which they can receive Services, they may access their medical record of the Telehealth Visit and, unless they object, such information will be added to their Health Plan electronic medical record and shared with their Primary Care Physician.

Travel and Lodging

We have moved the "Travel and lodging for certain referrals" section of *EOCs* from the "Getting a Referral" section into a separate section, and changed the heading to "Travel and Lodging for Certain Services." This is because some services that qualify for travel and lodging do not require a referral. Additionally, we have added a bullet point to the list of examples of when we may arrange or provide reimbursement for certain travel and lodging expenses that reads "If you are outside of California and you need an abortion on an emergency or urgent basis, and the abortion can't be obtained in a timely manner due to a near total or total ban on health care providers' ability to provide such Services." These changes do not constitute changes in policy, but clarifications in the *EOC*.

Weight Loss Aids

We have updated the heading "Oral nutrition" in the "Exclusions" section to read "Oral nutrition and weight loss aids." This paragraph was revised for clarity only; weight loss aids were already listed in this exclusion. Weight loss aids are weight loss programs and do not include weight loss drugs.

Calculating Premiums

To calculate the amount of Full Premiums that apply to a Family (a Subscriber and all of their Dependents):

1. If this *Agreement* includes more than one contract option, determine the coverage (*EOCs* and contract options) that apply to each Member in the Family (for example, Traditional Plan and any Ancillary Coverage).
2. Determine the family role type and Medicare status of each Member (for family role types, please see the "Definitions" section of the *EOC* for the definition of Subscriber, Dependent, and Spouse).
3. Identify the Premiums for each Member for each *EOC* and contract option (including contract options issued through a separate contract) based on the family role type and Medicare status of each Member:
   - Premiums for coverage issued under this *Agreement* appear in the Premium tables below.
   - If this *Agreement* includes a POS Plan contract option (a contract option with one tier underwritten by Health Plan and two tiers underwritten by Kaiser Permanente Insurance Company), the amounts shown below for the POS Plan (for Large Groups) product includes premiums for the Health Plan and Kaiser Permanente Insurance Company portions of Group's POS Plan coverage, and Group submits payment for this coverage as part of Full Premium.
   - If Ancillary Coverage has been issued under a separate contract and Premiums for that coverage are not listed in the Premium tables below, refer to that contract for Premiums. This Ancillary Coverage is part of the contract options selected by Group, and Group submits payment for this Ancillary Coverage as part of Full Premium.
4. Add the amounts of Premiums for each Member together to arrive at the total, Full Premiums required for the Family.

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 1*

DHMO XD NCR ACTIVE COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90

Family role type	Premiums
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 2*

SR ADV GRP HMO NCR ACTIVE COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 3*

NCR WORK AGED ASSIGN ACTIVE COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,287.90

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 4*

DHMO XD NCR EARLY RETIREES COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 5*

SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 6*

NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,835.22

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 7*

DHMO XD NCR COBRA

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 8*

SR ADV GRP HMO NCR COBRA

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 9*

NCR WORK AGED ASSIGN COBRA

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,287.90

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 10*

DHMO XD NCR RETIREES 3 TIER

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51

Family role type	Premiums
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
1st Dependent	$1,424.45

Family role type	Premiums
2nd Dependent	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
1st Dependent	$1,424.45
2nd Dependent	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 11*

SR ADV GRP HMO NCR RETIREES 3 TIER

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 12*

NCR WORK AGED ASSIGN RETIREES 3 TIER

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51

Enrollment Unit Chart

Contract name: FRESNO UNIFIED SCHOOL DISTRICT
Group ID: 603815
Contract: 1

The charts below describe how the coverage your Group has purchased (called *contract options*) are organized into administrative groupings (called *enrollment units*) for the purposes of enrollment and billing. Please keep this document handy for future reference as the information it contains will be helpful when reporting membership changes.

An *Evidence of Coverage* (*EOC*) for each Health Plan coverage that your Group has purchased is incorporated into the enclosed *Group Agreement* (the *EOC* number is the same as the *contract option* number). If your Group has purchased non-Health Plan coverage (such as dental coverage), the carrier(s) for the applicable coverage will send its agreement to your Group under separate cover.

Contract option: A unique *contract option* name and number exists for each coverage option that you offer to your Members. For example, if you offer the same benefits to all of your Members, but have different eligibility rules for different segments of your membership, you will have a separate *contract option* for each coverage option.

Enrollment unit: An *enrollment unit* is a grouping of *contract options* for a specific segment of your Member population for enrollment and billing purposes. If there are *contract options* only available to a specific segment of your Member population, then there will be a distinct *enrollment unit* for that segment. If your Member population is billed separately, there will be a separate *enrollment unit* (or billing unit) for each segment. Note: An enrollment unit may also be referred to as a *subgroup*.

The following are the *enrollment units* associated with this contract:

Enrollment unit number: 0
Enrollment unit name: FUSD - ACTIVES/COMPOSITE
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
1	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR ACTIVE COMPOSITE
2	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR ACTIVE COMPOSITE
3	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN ACTIVE COMPOSITE
17	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR_ACTIVE COMPOSITE

Enrollment unit number: 1
Enrollment unit name: FUSD - EARLY RETIREES/COMPOSITE
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
4	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR EARLY RETIREES COMPOSITE
5	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE
6	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE

Contract Option	Product name	Contract option name
18	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR EARLY RETIREES COMPOSITE

Enrollment unit number: 2
Enrollment unit name: FUSD - MEDICARE RETIREES/3TIER
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
10	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR RETIREES 3 TIER
11	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR RETIREES 3 TIER
12	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN RETIREES 3 TIER
16	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT_ NCR RETIREES 3 TIER

Enrollment unit number: 7000
Enrollment unit name: FUSD - COMPOSITE/COBRA
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
7	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR COBRA
8	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR COBRA
9	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN COBRA

Enrollment unit number: 8500
Enrollment unit name: FRESNO UNIFIED SCHOOL-LIS REFUNDS
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
1	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR ACTIVE COMPOSITE
2	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR ACTIVE COMPOSITE
3	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN ACTIVE COMPOSITE
17	Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR_ACTIVE COMPOSITE

KAISER PERMANENTE®

Kaiser Foundation Health Plan, Inc.
Northern California Region

A nonprofit corporation

Group Agreement for
FRESNO UNIFIED SCHOOL DISTRICT

Group ID: 603815 Contract: 1 Version: 37

January 1, 2024, through December 31, 2024

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Introduction

This Group Agreement (*Agreement*), including the *Evidence of Coverage* (*EOC*) and other documents listed below under "Health Plan and Other Ancillary Products," the group application that Group submitted to Health Plan, and any amendments to any of them, all of which are incorporated into this *Agreement* by reference, constitute the contract between Kaiser Foundation Health Plan, Inc., (Health Plan) and FRESNO UNIFIED SCHOOL DISTRICT (Group).

If Group has applied for Ancillary Coverage through Health Plan, provided under a separate contract, it is the intent of Group and Health Plan that coverage under this Agreement and those other contract(s) be treated as one package of benefits for the purposes of term, renewal, termination and payment of Premiums.

In consideration of timely payment of Premium, Health Plan will provide or arrange for covered Services to Members in accord with the documents listed below under "Health Plan and Other Ancillary Products."

Health Plan and Other Ancillary Products

Health Plan products, including Ancillary Coverage offered by Health Plan

Product name	Contract option name for product	*EOC #*
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR ACTIVE COMPOSITE	1
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR ACTIVE COMPOSITE	2
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN ACTIVE COMPOSITE	3
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR EARLY RETIREES COMPOSITE	4
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE	5
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE	6
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR COBRA	7
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR COBRA	8
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN COBRA	9
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR RETIREES 3 TIER	10
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR RETIREES 3 TIER	11
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN RETIREES 3 TIER	12
Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT_ NCR RETIREES 3 TIER	16
Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR_ACTIVE COMPOSITE	17
Silver&Fit® Healthy Aging and Exercise Program	SILVER AND FIT NCR EARLY RETIREES COMPOSITE	18

Pediatric dental coverage

Not applicable

Other Ancillary Coverage

Not applicable

In this *Agreement,* some capitalized terms have special meaning; please see the "Definitions" section in the *EOC* documents for definitions of terms that are used in *EOC* documents and this *Agreement.*

Term of *Agreement* and Renewal

Term of *Agreement*

Unless terminated as set forth in the "Termination of *Agreement*" section, this *Agreement* is effective from January 1, 2024, through December 31, 2024.

Renewal

This *Agreement* does not automatically renew. If Group complies with all of the terms of this *Agreement*, Health Plan will provide prior written notice of any offer to renew the *Agreement*, in a timely manner consistent with applicable state and federal requirements, by doing one of the following:

- Providing Group with a new *Group Agreement* to become effective immediately after termination of this *Agreement*
- Extending the term of this *Agreement* and making other changes pursuant to "Amendments Effective on your Group's Anniversary Date" in the "Amendment of *Agreement*" section
- Sending Group a renewal notice, which will include a summary of changes to this *Agreement* that will become effective immediately after termination of this *Agreement*. The new *Group Agreement* will incorporate the changes summarized in the renewal notice. Health Plan will send Group the new Group Agreement after Group confirms it wants to make additional changes or 60 days after Group's Anniversary Date, if Group does not confirm

If Group does not want to renew the *Agreement*, Group must give Health Plan written notice as described under "Termination on Notice" or "Termination due to Nonacceptance of Amendments" in the "Termination of *Agreement*" section.

Note: Your Group's Anniversary Date is January 1.

Amendment of *Agreement*

Amendments Effective on your Group's Anniversary Date

Upon 60 days prior written notice to Group, Health Plan may extend the term of this *Agreement* and make other changes by amending this *Agreement* effective January 1 (the Anniversary Date).

Amendments Related to Government Approval

If Health Plan notified Group that Health Plan had not received all necessary governmental approvals related to this *Agreement*, Health Plan may amend this *Agreement* by giving written notice to Group after receiving all necessary governmental approvals. Any such government-approved provisions go into effect on January 1, 2024 (unless the government requires a later effective date).

Amendment Due to Medicare Changes

Health Plan contracts on a calendar year basis with the Centers for Medicare & Medicaid Services (CMS) to offer Kaiser Permanente Senior Advantage. Health Plan may amend this *Agreement* to change any Kaiser Permanente Senior Advantage *EOCs* and Premiums effective January 1, 2025 (unless the federal government requires or allows a different effective date). The amendment may include an increase or decrease in Premiums and benefits (including Member Cost Sharing and any Medicare Part D coverage level thresholds). Health Plan will give Group written notice of any such amendment.

In addition, Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to increase any benefits of any Medicare product approved by the Centers for Medicare & Medicaid Services (CMS).

Amendment Due to Tax or Other Charges

If a government agency or other taxing authority imposes or increases a tax or other charge (other than a tax on or measured by net income) upon Health Plan or Plan Providers (or any of their activities), then upon 60 days prior written notice, Health Plan may increase Group's Premiums to include Group's share of the new or increased tax or charge. Group's share will be determined by dividing the number of Members enrolled through Group by the total number of members enrolled in Health Plan's Northern California Region.

Other Amendments

Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to address any law or regulatory requirement, which may include an increase in Premiums to reflect an increase in costs to Health Plan or Plan Providers (Health Plan will give Group 60 days prior written notice of any increase in Premiums or reduction in benefits).

Acceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice, in which case this *Agreement* will terminate pursuant to "Termination due to Nonacceptance of Amendments" in the "Termination of *Agreement*" section.

Termination of *Agreement*

This *Agreement* will terminate under any of the conditions listed below. All rights to benefits under this *Agreement* end on the termination date, except as expressly provided in the "Termination of Membership" or "Continuation of Membership" sections of an *Evidence of Coverage*. The termination date is the first day when this *Agreement* is no longer in effect (for example, if the termination date is January 1, 2025, the last minute this *Agreement* was in effect was at 11:59 p.m. on December 31, 2024).

If Health Plan terminates this *Agreement,* Health Plan will give Group written notice. In the case of "Termination for Nonpayment," "Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information," and "Termination for Discontinuance of a Product or all Products within a Market," Health Plan will provide both advance notice of the termination in addition to a final notice of termination. Within five business days of receipt of an advance or final notice of termination, Group will mail to each Subscriber a legible copy of the notice and will give Health Plan proof of that mailing and of the date thereof.

Termination on Notice

If Group has Kaiser Permanente Senior Advantage Members

If Group has Senior Advantage Members enrolled under this Agreement at the time Health Plan receives written notice from Group that it is terminating this Agreement, Group may terminate this Agreement effective as of the Anniversary Date by giving prior written notice to Health Plan at least 30 days prior to the Anniversary Date, except that the termination will be effective on the first of the month following the Anniversary Date if the Anniversary Date is not the first of the month. Group remains responsible for remitting all amounts payable relating to this Agreement, including Premiums, for the period through the termination date.

If Group does not have Kaiser Permanente Senior Advantage Members

If Group does not have Senior Advantage Members enrolled under this Agreement at the time Health Plan receives written notice from Group that it is terminating this Agreement, Group may terminate this Agreement effective as of the Anniversary Date by giving prior written notice to Health Plan at least 15 days prior to the Anniversary Date, except that termination will be effective on the first of the month following the Anniversary Date if the Anniversary Date is not the first of the month. Group remains responsible for remitting all amounts payable relating to this Agreement, including Premiums, for the period through the termination date.

Termination Due to Nonacceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice and Group remits all amounts payable related to this *Agreement*, including Premiums, for the period prior to the amendment effective date, in which case this *Agreement* will terminate on the following date, as applicable:

- In the case of amendments described in the "Amendment of *Agreement*" section under "Amendments Related to Government Approval" and "Amendments Due to Medicare Changes," and amendments described under "Other Amendments" that do not require 60 days notice by Health Plan, if Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice of nonacceptance, the termination date will be first of the month following 30 days after Health Plan receives written notice of nonacceptance
- In all other cases, the termination date will be the day before the effective date of the amendment

Termination for Nonpayment

Premiums are due for the Full Premium owed as described in the "Premiums" section. If Health Plan does not receive the required Premium payment for all coverage issued under this *Agreement* on or before the due date, we will send a notice of nonpayment to Group as described under "Notices" in the "Miscellaneous Provisions" section. This notice will include the following information:

- A statement that we have not received Full Premium payment and that we will terminate this *Agreement* for nonpayment if we do not receive the required Premiums by the specified date
- The amount of Premiums that are due

If we do not receive the required Premiums when due, the *Agreement* will terminate and all coverage issued under the *Agreement* will end on the date specified in the notice of nonpayment, which will be at least 30 days after the date of the notice. The *Agreement* will remain in effect during this grace period, but upon termination Group will be responsible for paying all past due Premiums, including the Premiums for this grace period.

We will mail a termination notice to Group as described under "Notices" in the "Miscellaneous Provisions" section if we do not receive Full Premium payment within 30 days after the date of the notice of nonreceipt of payment.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information

If Group commits fraud or intentionally furnishes incorrect or incomplete material information to Health Plan, Health Plan may terminate this *Agreement* by giving advance written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Violation of Contribution or Participation Requirements

If Group fails to comply with Health Plan's participation or contribution requirements (including those discussed in the "Contribution and Participation Requirements" section), Health Plan may terminate this *Agreement* by giving advance written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Discontinuance of a Product or all Products within a Market

Grandfathered products

Health Plan may terminate a particular product or all products offered in a small or large group market as permitted or required by law. If Health Plan discontinues offering a particular grandfathered product in a market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days prior written notice to Group. Health Plan will offer Group another product that it makes available to groups in the small or large group market, as applicable. If Health Plan discontinues offering all products to groups in a small or large group market, as applicable, Health Plan may terminate this *Agreement* upon 180 days prior written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct *Evidence of Coverage*.

All other products

Health Plan may terminate a particular product or all products offered in the group market as permitted or required by law. If Health Plan discontinues offering a particular product (other than a grandfathered product) in the group market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days prior written notice to Group. Health Plan will offer Group another product that it makes available in the group market. If Health Plan discontinues offering all products in the group market, Health Plan may terminate this *Agreement* upon 180 days prior written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct *Evidence of Coverage*.

Contribution and Participation Requirements

No change in Group's contribution or participation requirements listed below is effective for purposes of this *Agreement* unless Health Plan consents in writing. As a condition to consenting to Group's revised contribution and participation requirements, Health Plan may require Group to agree to amend the Premiums, benefits, or other provisions of this *Agreement*.

Group must:

- Ensure that:
  - all Subscribers live or work inside the Service Area applicable to their coverage when they enroll (except that Group must ensure that Subscribers live inside the Service Area applicable to their coverage when they enroll if Group chooses not to have a "live or work" eligibility rule, and that Kaiser Permanente Senior Advantage Members live inside the Service Area applicable to their coverage when they enroll in Senior Advantage and thereafter)
  - at least one employee, proprietor, or partner who lives or works inside the Service Area is eligible to enroll as a Subscriber

- Meet all applicable legal and contractual requirements, such as:
  - meet all Health Plan requirements set forth in the "Rate Assumptions and Requirements" section of the *Rate Proposal* document (Group's Health Plan account manager can provide Group with a copy of the Rate Proposal if Group does not have one)
  - offer enrollment in accord with eligibility requirements in state law (for example, domestic partners must be eligible if married spouses are eligible and disabled dependents must be eligible if dependent children are eligible)

Miscellaneous Provisions

Assignment

Health Plan may assign this *Agreement*. Group may not assign this *Agreement* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without Health Plan's prior written consent. This *Agreement* shall be binding on the successors and permitted assignees of Health Plan and Group.

Attorney Fees and Costs

If Health Plan or Group institutes legal action against the other to collect any sums owed under this *Agreement*, the party that substantially prevails will be reimbursed for its reasonable litigation expenses, including attorneys' fees, by the other party.

Confidential Information about Health Plan or its Affiliates

For the purposes of this "Confidential Information about Health Plan or its Affiliates" section, "Confidential Information" means any oral, written, or electronic information concerning Health Plan or its affiliates, if the information either is marked "confidential" or is by its nature proprietary or non-public, except that it does not include any of the following:

- Information that is or becomes available to the public other than as a result of disclosure by Group or its employees, advisors, or representatives
- Information that was available to Group or within its knowledge before Health Plan disclosed it to Group
- Information that becomes available to Group from a source other than Health Plan, but only if that source is not bound by a confidentiality agreement with Health Plan

If Group receives any Confidential Information, it will use that information only to evaluate Health Plan and actual or proposed group agreements with Health Plan. Group will ensure that the information is not disclosed to anyone other than a limited number of Group's employees and advisors, and only to the extent necessary in connection with the evaluation of Health Plan and actual or proposed group agreements with Health Plan. Group will inform any such employees and advisors that the information is confidential and that they must treat it confidentially.

Upon Health Plan's request Group will promptly return to Health Plan all Confidential Information, and will destroy any other copies and any notes or other Group documents about the information.

If Group is requested or required (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Group will give Health Plan prompt notice of the request or requirement, and Group will cooperate with Health Plan in seeking to legally avoid the disclosure. If, in the absence of a protective order, Group is legally compelled, in the opinion of its counsel, to disclose any of the information, Health Plan either will seek and obtain appropriate protective orders against the disclosure or will be deemed to waive Group's compliance with the provisions of this "Confidential Information about Health Plan or its Affiliates" section to the extent necessary to satisfy the request or requirement.

Group understands (and will inform any employees and advisors who receive Confidential Information) that United States securities laws prohibit anyone who has material non-public information about a company from buying or selling that company's securities in reliance upon that information or from communicating the information to any other person or entity under circumstances in which it is reasonably foreseeable that the person or entity is likely to buy or sell that company's securities in reliance upon the information. Group agrees that it and its affiliates, associates, employees, agents, and advisors will not rely on any Confidential Information in directly or indirectly buying or selling any Health Plan securities.

Monetary damages would not be a sufficient remedy for any breach or threatened breach of this "Confidential Information about Health Plan or its Affiliates" section. Health Plan will be entitled to equitable relief by way of injunction or specific performance if Group or any of its officers, directors, employees, attorneys, accountants, agents, advisors, or representatives breach, or threaten to breach, any of the provisions of this "Confidential Information about Health Plan or its Affiliates" section.

Group's obligations under this "Confidential Information about Health Plan or its Affiliates" section will continue indefinitely and will survive the termination or expiration of this *Agreement*.

Contract Providers

Health Plan will give Group written notice within a reasonable time of any termination or breach of contract by, or inability to perform of, any health care provider that contracts with Health Plan if Group may be materially and adversely affected thereby.

Delegation of Claims Review

Group delegates to Health Plan the discretion to determine whether a Member is entitled to benefits under this *Agreement*. In making these determinations, Health Plan has discretionary authority to review claims in accord with the procedures contained in this *Agreement* and to construe this *Agreement* to determine whether the Member is entitled to benefits. If coverage under an *EOC* is subject to the Employee Retirement Income Security Act (ERISA) claims procedure regulation (29 CFR 2560.503-1), Health Plan is a "named claims fiduciary" to review claims under that *EOC*.

Enrollment Application Requirements

Group must use enrollment application forms that are provided by Health Plan. If Group wants to use a different form or system for enrolling Members, Group must obtain Health Plan's prior approval of the form or system. Other forms and systems include a "universal" enrollment application form, interactive voice recording (IVR) enrollment system, or intranet online enrollment system. All forms and systems must meet Health Plan requirements for enrolling Members, including disclosure of binding arbitration in accord with Section 1363.1 of the California Health and Safety Code and other applicable law. Group must retain documentation of each Member's acceptance of the use of binding arbitration indefinitely, and upon request, must be able to produce documentation relating to a specific Member to Health Plan at any time. In the event that the contract between Health Plan and Group terminates or Group is unable to comply with this document retention requirement, Group must transfer possession of all such documentation to Health Plan in a mutually agreeable manner. Group's Health Plan account manager can provide Group with Health Plan's current requirements for enrollment application forms and systems.

Grandfathered Health Plan Coverage

For any coverage identified in an EOC as a "grandfathered health plan" under the Patient Protection and Affordable Care Act and regulations, Group must immediately inform Health Plan if this coverage does not meet (or no longer meets) the requirements for grandfathered status including but not limited to any change in its contribution rate to the cost of any grandfathered health plans during the plan year. Group represents that, for any coverage identified as a "grandfathered health plan" in the applicable *EOC*, Group has not decreased its contribution rate more than five percent (5%) for any rate tier for such grandfathered health plan when compared to the contribution rate in effect on March 23, 2010 for the same

plan. Health Plan will rely on Group's representation in issuing and continuing any and all grandfathered health plan coverage.

Governing Law

Except as preempted by federal law, this *Agreement* will be governed in accord with California law and any provision that is required to be in this *Agreement* by state or federal law, shall bind Group and Health Plan whether or not set forth in this *Agreement*.

Nonduplication Agreement

Health Plan agrees to undertake performance of the following regulatory requirements, and Group may rely on Health Plan's performance in order to satisfy its obligation to perform the same activities with respect to the health plan coverages issued to Group by Health Plan:

- Preparation and publication of machine-readable files on a public website for in-network rates and billed charges and allowed amounts for out-of-network providers in the required form and manner as set forth in applicable regulations and any sub-regulatory guidance
- Provision of an internet, self-service tool as well as paper reports and telephone assistance to provide personalized estimates of cost sharing for 500 shoppable services beginning on January 1, 2023, and for all covered services as of January 1, 2024 as set forth in applicable regulations and any sub-regulatory guidance
- Annual reporting of prescription drug and health care costs reporting required to be furnished in accordance with applicable regulations and any sub-regulatory guidance
- Publication of a consumer notice regarding federal and, when applicable, any state legal requirements related to balance billing by non-participating providers in accordance with applicable regulations and any sub-regulatory guidance
- Annual reporting of data related to the provision and cost of air ambulance services for 2022 and 2023 in the required form and manner as set forth in applicable regulations and any sub-regulatory guidance
- Annual submission of a Gag Clause Prohibition Compliance Attestation in the required form and manner as set forth in applicable regulations, if any, and sub-regulatory guidance

Member Information

Group will inform Members and prospective Members of eligibility requirements for Subscribers and Dependents and when coverage becomes effective and terminates.

When Health Plan notifies Group about changes to this *Agreement* or provides Group other information that affects Members, Group will disseminate the information to Members by the next regular communication to them, but in no event later than 30 days after Group receives the information.

For each Health Plan coverage included in this *Agreement*, Health Plan will provide Group with the following disclosures for Group to distribute in accord with applicable laws, including the Medicare-as-Secondary-Payer laws ("Member Materials"):

- A *Disclosure Form* (*DF*) for each non-Medicare coverage. Group will provide *DFs* (or combined *EOC/DFs*) to Subscribers and potential Subscribers when the coverage is offered
- A *Summary of Benefits and Coverage* (*SBC*) for each non-Medicare coverage other than retiree plans with fewer than two current employees. Group will provide electronic or paper *SBCs* to Members and potential Members to the extent required by law, except that Health Plan will provide *SBCs* to Members who make a request to Health Plan
- Pre-enrollment materials that CMS requires for Kaiser Permanente Senior Advantage coverage, which are available upon request from Health Plan. Group will provide these materials to potential Members before they enroll in Senior Advantage coverage

- An *EOC* for each non-Medicare coverage. Group will provide *EOCs* (or combined *EOC/DFs*) to Subscribers, except that Health Plan will provide *EOCs* (or combined *EOC/DFs*) to Members and potential Members who make a request to Health Plan

If Group receives the *Agreement* or Member Materials in electronic form, Group is not authorized to modify or alter in any way the text or the formatting of the electronic *Agreement* or Member Materials.

Health Plan assumes no responsibility for any changes in text or formatting that may occur in the *Agreement* or Member Materials after they are provided to Group. If Group posts the electronic *Agreement* or Member Materials on its intranet site, it shall do so in such a way so as to permit employees of Group to download and print a complete and accurate copy of the *Agreement* or Member Materials.

In the event Health Plan reasonably concludes that Group is either using the electronic *Agreement* or Member Materials in a manner not permitted by this *Agreement* or is not providing Subscribers with access to the Member Materials in accord with applicable laws, then Health Plan will print copies of the *Agreement* or Member Materials and Group will cooperate with Health Plan to ensure that printed copies of the *Agreement* or Member Materials are provided in a timely manner to all employees of Group enrolled with Health Plan. Group agrees to reimburse Health Plan for the reasonable cost of printing and delivering the *Agreement* or Member Materials.

No Waiver

Health Plan's failure to enforce any provision of this *Agreement* will not constitute a waiver of that or any other provision, or impair Health Plan's right thereafter to require Group's strict performance of any provision.

Notices

Notices must be sent to the addresses listed below. Health Plan or Group may change its addresses for notices by giving written notice to the other. All notices are deemed given when delivered in person or deposited in a U.S. Postal Service receptacle for the collection of U.S. mail.

Notices from Health Plan to Group must be sent to:

SANTINO DANISI, CFO/DEPUTY SUPERINTENDENT
FRESNO UNIFIED SCHOOL DISTRICT
2309 TULARE ST
FRESNO, CA 93721-2266

If Group has chosen to receive group agreements electronically through Health Plan's website at **kp.org/yourcontract**, Health Plan will send a notice to Group at the address listed above when a group agreement has been posted to that website.

Note: When Health Plan sends Group a new (renewed) *Agreement*, Health Plan will enclose a summary of changes that discusses the changes Health Plan has made to the *Group Agreement*. If Group wants information about changes before receiving the *Agreement*, Group may request advance information from their Health Plan account manager. Also, if Group designates a third party in writing (for example, "Broker of Record" statements), Health Plan may send the advance information to the third party rather than to Group (unless Group requests a copy too).

Notices from Group to Health Plan must be sent to:

Kaiser Permanente
1 Kaiser Plaza
Oakland, CA 94612
Attn: Thomas A. Curtin Jr., Senior Vice President, Commercial Group Lines of Business

Open Enrollment

Group must hold an annual open enrollment period during which all eligible people, in accord with state law, may enroll in Health Plan or in any other health care plan available through Group. Also, Group must not hold open enrollment for 2025 until Group receives its 2025 group agreement Premium and coverage information from Health Plan. If Group holds the open enrollment without receiving 2025 group agreement Premium and coverage information, Health Plan may change Premiums and coverage (including benefits and Cost Sharing) when it offers to renew Group's Agreement as described under "Renewal" in the "Term of Agreement and Renewal" section.

Other Group coverage that covers Essential Health Benefits

For each non-grandfathered non-Medicare Health Plan coverage, except for any retiree-only coverage, Group must do all of the following if Group provides Health Plan Members with other medical or dental coverage (for example, separate pharmacy coverage) that covers any Essential Health Benefits:

- Notify Health Plan of the out-of-pocket maximum (OOPM) that applies to the Essential Health Benefits in each of the other medical or dental coverage.
- Ensure that the sum of the OOPM in Health Plan's coverage plus the OOPMs that apply to Essential Health Benefits in all of the other medical and dental coverage does not exceed the annual limitation on cost sharing described in 45 CFR 156.130.

Reporting Membership Changes and Retroactivity

Group must report membership changes (including sending appropriate membership forms) within the time limit for retroactive changes and in accord with any applicable "rescission" provisions of the Patient Protection and Affordable Care Act and regulations. Except for Senior Advantage membership terminations discussed below, the time limit for retroactive membership changes is the calendar month when Health Plan's California Service Center receives Group's notification of the change plus the previous 2 months.

Representation regarding communication of membership changes

Group represents that its communication regarding membership changes to Health Plan is accurate. Group and its representative are bound by all membership data, including any changes or updates that it, or its representative, submits to Health Plan via any medium, electronic or otherwise, including but not limited to the following:

- Electronic data submissions regarding enrollment and eligibility
- Health Plan approved online tool for submission of data
- Paper enrollments submitted through postal mail or fax

Health Plan's Administrative Handbook includes the details about how to report membership changes. Group's Health Plan account manager can provide Group with an Administrative Handbook if Group does not have one.

Involuntary Kaiser Permanente Senior Advantage Membership Terminations

Group must give Health Plan's California Service Center 30 days' prior written notice of Senior Advantage involuntary membership terminations. An involuntary membership termination is a termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member's request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or wants Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan's California Service Center receives a Senior Advantage membership termination notice unless Group specifies a later termination date. For example, if Health Plan's California Service Center receives a termination notice on March 5 for a Senior Advantage Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Terminations

If Health Plan's California Service Center receives a disenrollment notice from CMS or a membership termination request from the Member, the membership termination date will be in accord with CMS requirements.

Representation Regarding Waiting Periods

By entering into this Agreement, Group hereby represents that Group does not impose a waiting period exceeding 90 days on employees who meet Group's eligibility requirements. For purposes of this requirement, a "waiting period" is the period that must pass before coverage for an individual who is otherwise eligible to enroll in non-Medicare coverage under the terms of a group health plan can become effective in accord with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations.

In addition, Group represents that eligibility data provided by the Group to Health Plan will include coverage effective dates for Group's employees that correctly account for eligibility in compliance with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations and will not exceed the waiting period established by Group. For example, if the hire date of an otherwise-eligible employee is January 19, the waiting period begins on January 19 and the effective date of coverage cannot be any later than April 19. Note: If the effective date of your Group's coverage is always on the first day of the month, in this example the effective date cannot be any later than April 1.

Right to Examine Records

Upon reasonable notice, Health Plan may examine Group's records with respect to contribution and participation requirements, eligibility, and payments under this *Agreement*.

Social Security and Tax Identification Numbers

Within 60 days after Health Plan sends Group a written request, Group will send Health Plan a list of all Members covered under this Agreement, along with the following:

- The Social Security number of the Member
- The tax identification number of the employer of the Subscriber in the Member's Family
- Any other information that Health Plan is required by law to collect

Premiums

Only Members for whom Health Plan (or its designee) has received the Full Premium payment as described below are entitled to coverage under this *Agreement*, and then only for the period for which Health Plan (or its designee) has received required Premium payment. Group is responsible for paying Premiums, except that Members who have Cal-COBRA coverage under an *EOC* that is included in this *Agreement* are responsible for paying Premiums for Cal-COBRA coverage.

Due Date and Payment of Premiums

The payment due date for each enrollment unit (or subgroup) associated with Group will be reflected on the monthly membership invoice if applicable to Group (if not applicable, then as specified in writing by Health Plan). If Group does not pay Full Premiums by the first of the coverage month, the Premiums may include an additional administrative charge upon renewal. "Full Premiums" means 100 percent of monthly Premiums for all of the coverage issued to each enrolled Member, as set forth under "Calculating Premiums" in this "Premiums" section.

New Members

Premiums are payable for the entire month for a new Member whose coverage effective date falls between the first day of the month and the fifteenth day of the month. No Premiums are due for the month for a new Member whose coverage becomes effective after the fifteenth day of that month.

Note: Membership begins at the beginning (12:00 a.m.) of the effective date of coverage.

Membership Termination

Premiums are payable for the entire month for a Member whose last day of coverage is any day during that month.

Note: The membership termination date is the first day a Member is not covered (for example, if the termination date is January 1, 2025, the last minute of coverage was at 11:59 p.m. on December 31, 2024).

Involuntary Kaiser Permanente Senior Advantage Membership Terminations

Group must give Health Plan's California Service Center 30 days' prior written notice of Senior Advantage involuntary membership terminations. An involuntary membership termination is a termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member's request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or wants Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan's California Service Center receives a Senior Advantage membership termination notice unless Group specifies a later termination date. For example, if Health Plan's California Service Center receives a termination notice on March 5 for a Senior Advantage Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Terminations

If Health Plan's California Service Center receives a disenrollment notice from CMS or a membership termination request from the Member, the membership termination date will be in accord with CMS requirements.

Premium Rebates

If state or federal law requires Health Plan to rebate premiums from this or any earlier contract year and Health Plan rebates premiums to Group, Group represents that Group will use that rebate for the benefit of Members, in a manner consistent with the requirements of the Public Health Service Act and the Affordable Care Act and if applicable with the obligations of a fiduciary under the Employee Retirement Income Security Act (ERISA).

Medicare

Medicare as primary coverage

For Members who are (or the subscriber in the family is) retired, age 65 or over, and eligible for Medicare as primary coverage, Premiums are based on the assumption that Health Plan or its designee will receive Medicare payments for Medicare-covered services provided to Members whose Medicare coverage is primary. If a Member age 65 or over is (or becomes) eligible for Medicare as primary coverage and is not for any reason enrolled through Group under a Kaiser Permanente Senior Advantage *EOC* (including inability to enroll under that *EOC* because they do not meet the plan's eligibility requirements, the plan is not available through Group, or the plan is closed to enrollment), Group must pay the Premiums listed below for the *EOC* under which the Member is enrolled that apply to Members age 65 or over who are not enrolled through Group under one of Health Plan's Medicare plans.

If a Member age 65 or over who is eligible for Medicare as primary coverage and enrolled under a Kaiser Permanente Senior Advantage *EOC* is no longer eligible for that plan, Health Plan may transfer the Member's membership to one of Group's plans that does not require Members to have Medicare, and Group must pay the Premiums listed below for the

EOC under which the Member is enrolled that apply to Members age 65 or over who are not enrolled through Group under one of Health Plan's Medicare plans.

Medicare as secondary coverage

Medicare is the primary coverage except when federal law requires that Group's health care coverage be primary and Medicare coverage be secondary. Members entitled to Medicare when Medicare is secondary by law are subject to the same Premiums and receive the same benefits as Members who are under age 65 and not eligible for Medicare. In addition, Members for whom Medicare is secondary who meet the Kaiser Permanente Senior Advantage eligibility requirements may also enroll in the Senior Advantage plan under this *Agreement* that is applicable when Medicare is secondary. These Members receive the benefits and coverage described in both the *EOC* for the non-Medicare plan (the plan that does not require Members to have Medicare) and the Senior Advantage *EOC* that is applicable when Medicare is secondary.

Subscriber Contributions for Medicare Part C and Part D Coverage

Medicare Part C coverage

This "Medicare Part C coverage" section applies to Group's Kaiser Permanente Senior Advantage coverage. Group's Senior Advantage Premiums include the Medicare Part C premium for coverage of items and services covered under Parts A and B of Medicare, and supplemental benefits. Group may determine how much it will require Subscribers to contribute toward the Medicare Part C premium for each Senior Advantage Member in the Subscriber's Family, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part C premium, then Group agrees to the following:
  - any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category
  - Group will not require different Subscriber contributions toward the Medicare Part C premium for Members within the same class
- Group will not require Subscribers to pay a contribution for Medicare Part C coverage for a Senior Advantage Member that exceeds the Medicare Part C Premium for items and services covered under Parts A and B of Medicare, and supplemental benefits. As applicable, Health Plan will pass through monthly payments received from CMS (the monthly payments described in 42 C.F.R. 422.304(a)) to reduce the amount the Member contributes toward the Medicare Part C premium

Medicare Part D coverage

This "Medicare Part D coverage" section applies only to Group's Kaiser Permanente Senior Advantage coverage that includes Medicare Part D prescription drug coverage. Group's Senior Advantage Premiums include the Medicare Part D premium. Group may determine how much it will require Subscribers to contribute toward the Medicare Part D premium for each Senior Advantage Member in the Subscriber's Family, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part D premium, then Group agrees to the following:
  - any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category, and are not based on eligibility for the Medicare Part D Low Income Subsidy (the subsidies described in 42 C.F.R. Section 423 Subpart P, which are offered by the Medicare program to certain low-income Medicare beneficiaries enrolled in Medicare Part D, and which reduce the Medicare beneficiaries' Medicare Part D premiums and/or Medicare Part D cost-sharing amounts)
  - Group will not require different Subscriber contributions toward the Medicare Part D premium for Members within the same class
- Group will not require Subscribers to pay a contribution for prescription drug coverage for a Senior Advantage Member that exceeds the Premium for prescription drug coverage (including the Medicare Part D premium). The Group will pass through direct subsidy payments received from CMS to reduce the amount the Member contributes toward the Medicare Part D premium

- Health Plan will credit Group with any Low Income Subsidy amounts that Health Plan receives from CMS for Group's Members, and Health Plan will identify those Members for Group as required by CMS. For those Members, Group will first credit the Low Income Subsidy amount toward the Subscriber's contribution for that Member's Senior Advantage Premium for the same month, and will then apply any remaining portion of the Member's Low Income Subsidy toward the portion of the Senior Advantage Premium that Group pays on behalf of that Member for that month. If Group is unable to reduce the Subscriber's contribution before the Subscriber makes the contribution, Group shall, consistent with CMS guidance, refund the Low Income Subsidy amount to the Subscriber (up to the amount of the Subscriber Premium contribution for the Member for that month) within 45 days after the date Health Plan receives the Low Income Subsidy amount from CMS. Health Plan reserves the right to periodically require Group to certify that Group is either reducing Subscribers' monthly Premium contributions or refunding the Low Income Subsidy amounts to Subscribers in accord with CMS guidance
- For any Members who are eligible for the Low Income Subsidy, if the amount of that Low Income Subsidy is less than the Member's contribution for the Medicare Part D premium, then Group should inform the Member of the financial consequences of the Member's enrolling in the Member's current coverage, as compared to enrolling in another Medicare Part D plan with a monthly premium equal to or less than the Low Income Subsidy amount

Late Enrollment Penalty

If any Members are subject to the Medicare Part D late enrollment penalty, Premiums for those Members will increase to include the amount of the penalty.

Calculating Premiums

To calculate the amount of Full Premiums that apply to a Family (a Subscriber and all of their Dependents):

1. If this *Agreement* includes more than one contract option, determine the coverage (*EOCs* and contract options) that apply to each Member in the Family (for example, Traditional Plan and any Ancillary Coverage).
2. Determine the family role type and Medicare status of each Member (for family role types, please see the "Definitions" section of the *EOC* for the definition of Subscriber, Dependent, and Spouse).
3. Identify the Premiums for each Member for each *EOC* and contract option (including contract options issued through a separate contract) based on the family role type and Medicare status of each Member:
   - Premiums for coverage issued under this *Agreement* appear in the Premium tables below.
   - If this *Agreement* includes a POS Plan contract option (a contract option with one tier underwritten by Health Plan and two tiers underwritten by Kaiser Permanente Insurance Company), the amounts shown below for the POS Plan (for Large Groups) product includes premiums for the Health Plan and Kaiser Permanente Insurance Company portions of Group's POS Plan coverage, and Group submits payment for this coverage as part of Full Premium.
   - If Ancillary Coverage has been issued under a separate contract and Premiums for that coverage are not listed in the Premium tables below, refer to that contract for Premiums. This Ancillary Coverage is part of the contract options selected by Group, and Group submits payment for this Ancillary Coverage as part of Full Premium.
4. Add the amounts of Premiums for each Member together to arrive at the total, Full Premiums required for the Family.

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 1*

DHMO XD NCR ACTIVE COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,287.90

Family role type	Premiums
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 2*

SR ADV GRP HMO NCR ACTIVE COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 3*

NCR WORK AGED ASSIGN ACTIVE COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,287.90

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 4*

DHMO XD NCR EARLY RETIREES COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,835.22
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 5*

SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 6*

NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,835.22

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 7*

DHMO XD NCR COBRA

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,287.90
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 8*

SR ADV GRP HMO NCR COBRA

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 9*

NCR WORK AGED ASSIGN COBRA

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,287.90

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 10*

DHMO XD NCR RETIREES 3 TIER

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,424.45
1st Dependent	$1,424.45
2nd Dependent	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,424.45
1st Dependent	$1,424.45
2nd Dependent	$1,424.45
Each additional Dependent	$1,424.45

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,835.10
1st Dependent	$1,835.10
2nd Dependent	$1,835.10
Each additional Dependent	$1,835.10

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 11*

SR ADV GRP HMO NCR RETIREES 3 TIER

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$276.22	$586.22
1st Dependent	$276.22	$586.22
2nd Dependent	$276.22	$586.22
Each additional Dependent	$276.22	$586.22

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 12*

NCR WORK AGED ASSIGN RETIREES 3 TIER

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$925.54
1st Dependent	$925.54
2nd Dependent	$851.51

Agreement Signature Page

Acceptance of *Agreement*

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, Kaiser Permanente health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of the Small Claims Court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage Members
- Claims that cannot be subject to binding arbitration under governing law

Signatures

Kaiser Foundation Health Plan, Inc., Northern California Region

Thomas A. Curtin Jr.
Authorized officer
Senior Vice President, Commercial Group Lines of Business
September 29, 2023

FRESNO UNIFIED SCHOOL DISTRICT

Authorized Group officer signature

Patrick Jensen, Chief Financial Officer

Print name and title Date

Please keep this copy of the signature page with your *Agreement*. An extra copy is included in your contract package to sign and return:

- **By mail:** Kaiser Permanente, California Service Center, P.O. Box 23448, San Diego, CA 92193-3448.
- **By fax:** 1-855-355-5334

Approved As To Form

Nov 9, 2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-24

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement Renewal with Marsh & McLennan Agency LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Marsh & McLennan Agency (MMA) to provide health plan consulting services to the Joint Health Management Board (JHMB).

The services provided by Marsh & McLennan Agency include but are not limited to providing analysis and implementation strategies and materials related to benefit plan design options, coordinating data collection and analysis in conjunction with data aggregators, preparing a comprehensive annual report on benefit plan design and cost containment options, attendance at JHMB meetings, weekly professional staff meetings, and quarterly financial subcommittee meetings, participation in annual education day, preparing monthly financial reports to include monthly budget, quarterly fund report, budget projections, plan cost benchmarking, vendor contract review, identifying and evaluating potential new JHMB business partners, assisting with the preparation of Request for Proposals/Request for Quotes (RFP's/RFQ's) for new or existing vendors, assisting with vendor contract negotiations and coordination of legal and legislative research in conjunction with JHMB legal counsel.

MMA has been with the district since 2014 and has overseen over $30 million in savings to the plan by implementing a Stop Loss Policy, Aetna PPO, Network Fees, Kaiser renewal, and Aetna MAPPO over the past five years.

The contract renewal provides services for 36 months, effective January 01, 2024, through December 31, 2026. The cost for these JHMB operational support services is based on a flat monthly fee of $37,500 or $450,000 for two years and a 3% increase in the third year, bringing the monthly total to $38,625 per month or $463,500 annually. These services align with JHMB's established goals and responsibilities for providing high-quality healthcare to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $450,000 are available in the Health Internal Service Fund.

PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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

DocuSign Envelope ID: AA192BB6-3EFC-41A9-A2C4-D818981B0C7F

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Marsh & McLennan Agency LLC	9171 Towne Centre Dr. Suite 100, San Diego, CA 92122
Vendor Name	***Address***
(858) 587-7400	Giovanni Pacheco
Phone Number	***Vendor Contact***
From: 1/1/2024	**Through: 12/31/2026**
Term (Duration)	
FUSD Contract Administrator:	
Steven Shubin	Benefits Departments 559-457-3539
Name	*Site/ Dept* *telephone number*
	670-0841-0880-0000-6000-5899

Budget

Estimated Annual Cost $ $450,000 (Contract will not be authorized to exceed this amount w/o BOEapproval)

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:

TO PROVIDE SERVICES INCLUDING BUT NOT LIMITED TO ANALYSIS AND IMPLEMENTATION STRATEGIES AND MATERIALS RELATED TO BENEFIT PLAN DESIGN OPTIONS, COORDINATING DATA COLLECTION AND ANALYSIS SERVICES TO THE JHMB. WILL ATTEND JHMB MEETINGS, WEEKLY PROFESSIONAL STAFF MEETINGS AND QUARTERLY FINANCIAL SUBCOMMITTEE MEETINGS. THIS AGREEMENT PROVIDES SERVICES FOR 36 MONTHS

Date Item is to appear on **Board of Education Agenda:** 12/6/2023 ***(Contracts of $15,000.00 or more)*** **click to enter date**

Reviewed & approved by **Cabinet Level Officer:** Patrick Jensen (Nov 19, 2023 10:54 PST) Nov 19, 2023

Signed *Date*

Reviewed & approved by **Executive Director, Risk Management:** Nov 8, 2023

Signed *Date*

Please return signed contract to:

Christina Everitt Christina.everitt@fresnounified.org	Benefits Department	559-457-3539
Name	*Department*	*Telephone*

DocuSign Envelope ID: AA192BB6-3EFC-41A9-A2C4-D818981B0C7F

Fresno Unified School District
Preparing Career Ready Graduates

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 670-0841-0880-0000-6000-5899

District Contact Person: Steven Shubin

Budget Manager Approval: _____

Contractor's Vendor Name: Marsh & McLennan Agency LLC

Contractor's Contact Person: Giovanni Pacheco

Contractor's Title: Client Executive

Contractor's Telephone Number: (858) 587-7400

Contractor's E-mail: Giovanni.Pacheco@MarshMMA.com

Contractor's Address: 9171 Towne Centre Drive, Suite 100, San Diego, CA 92122

Contractor's Taxpayer ID# or SSN#: 26-3237576

This Independent Contractor Services Agreement is made and entered into effective 1/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Marsh & McLennan Agency LLC ("Contractor").

Scope of Services, Term and Compensation

1. Contractor Services. Contractor agrees to provide services as described in the exhibits attached hereto:

Exhibit A	Scope of Services Under the Agreement
Exhibit A-9	Questionnaire
Exhibit B	Compensation
Exhibit B-1	Rating
Exhibit C	Staff
Exhibit D	Business Associate Agreement
Exhibit E	Performance Guarantees
Exhibit F	Compensation Disclosure

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 1/1/2024 , and shall terminate on 12/31/2026. 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 pursuant to the terms set forth in Exhibit B attached hereto. Checks will be made payable to Marsh & McLennan Agency LLC. Payment shall be limited to amount written in Exhibit B. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

6. Incidental Expenses:

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

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. 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.

11. 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, 15, 19, 20 and 21; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

12. Transfer of Data. Following termination of the Agreement Contractor shall transfer all the District and participant data necessary to administer the services outlined in Exhibit A and A-9 to the successor. Such data shall be transferred to the successor as soon as administratively feasible, but no later than 60 days prior to the effective date of termination. If the data transfer described in this Paragraph 12 is not completed by the deadline Contractor shall pay a late fee of $2,500, unless this fee is waived as mutually agreed upon by both parties.

Confidentiality

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"). Notwithstanding the foregoing, or anything herein to the contrary, Contractor is authorized to share Confidential Information with third party insurance underwriters, insurance intermediaries and/or client service providers for the purpose of marketing for, application for, placement of and/or servicing of employee benefits insurance coverage or related value added services at the direction of and for the benefit of the District. 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 acknowledgement 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 Committee an opportunity to seek appropriate protection; and

   iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order at the sole cost and expense of the District, 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; provided that Contractor may retain copies of the Confidential Information as required by any (a) applicable law or regulation or bona fide policies and procedures established for legal, compliance or regulatory purposes, or (b) automatic data back-up system in accordance with the Contractor's security and/or disaster recovery procedures in the ordinary course of business; provided further that any such retained copies of the Confidential Information shall be kept confidential in accordance with the terms of this Agreement.

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, Limitation of Liability, Insurance, and Taxes

14. 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) alleged or incurred arising out of or resulting from: Contractor's negligent performance of services pursuant to the contract (including, but not limited to)the Contractor's completion of the duties under the contract; 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; or for any negligent act, omission, , or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, , 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.

15. Limitation of Liability. In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Contractor or its affiliates. The aggregate liability of Contractor, its affiliates and its and their employees to 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 arising out of or relating to the provision of services by Contractor or its affiliates shall not exceed $10,000,000. Claims pertaining to Confidential Information in Paragraph 13, third-party claims under Paragraph 14 of this Agreement, or damages resulting from a party's gross negligence or willful misconduct are not subject to this Paragraph 15.

16. 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 $5 million ($5,000,000) dollars.. 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 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.

17. 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.

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.

Dispute Resolution

19. 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.

20. 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.

21. 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

22. 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:	Contractor:
	Name: Giovanni Pacheco
Purchasing Department Fresno Unified School District 4498 N. Brawley Avenue Fresno, CA 93722	*Address:* Marsh & McLennan Agency LLC 9171 Towne Center Dr., Suite 100 San Diego, CA 92122
cc: Stacey Sandoval Benefits & Risk Management Fresno Unified School District 2309 Tulare Street Fresno, CA 93721	cc: Marsh & McLennan Agency LLC Attn: Legal 9171 Towne Centre Drive, Suite 100 San Diego, CA 92122

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. Responsibilities of the District. The District shall furnish Contractor with data necessary for discharge of Contractor's duties set forth in this document. The District shall be solely responsible for the accuracy and completeness of all information furnished to Contractor and/or insurers, and the District shall sign any required application for insurance. Contractor shall not be responsible to verify the accuracy or completeness of any information that the District provides, and Contractor shall be entitled to rely on that information. Contractor shall have no liability for any errors, deficiencies or omissions in any services provided to the District, including the placement of insurance on the District's behalf, that is based on inaccurate or incomplete information provided to Contractor. The District understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage. The District agrees that it will review all policy documents provided to it by Contractor.

33. Contractor Disclaimers. Contractor does not speak for any insurer, is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which Contractor shall endeavor to make known to the District. Contractor shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Contractor does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the District. Contractor will not take any action to replace the District's insurers unless the District instructs Contractor to do so. The District acknowledges that, in performing services hereunder, Contractor and its affiliates are not acting as a fiduciary for the District, except to the extent required by applicable law. Any reports or advice provided by Contractor should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, Contractor recommends that the District seek its own advice on such matters from professional accounting, legal, regulatory and tax advisors.

    Contractor will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another broker, or any acts or omissions occurring prior to Contractor's engagement.

    Contractor may provide to the District information and services related to insurance regulatory and insurance tax issues relating to the District's insurance program. Any reports or advice provided by Contractor will be based on publicly available information and Contractor's experience as an insurance broker and risk consultant in dealing with such matters for other clients and should not be relied upon as accounting, regulatory or tax advice. In all instances, Contractor recommends that the District seek its own advice on accounting, regulatory and tax matters from professional legal and tax advisers.

    Contractor may provide the District with modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to Contractor is inaccurate or incomplete or should change, the Modeling and Analytics provided by Contractor could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by Contractor. They are provided solely for the District's benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. Contractor shall have no liability to any third party in connection with these services or to the District with regard to any services performed or provided by a third party. Except to the District's insurers in connection with the placement of coverage by Contractor, the District shall not share any of Contractor's Modeling and Analytics work product with a third party without Contractor's prior written consent.

34. Business Associate Agreement. Attached as Exhibit D is a Business Associate Agreement which shall be executed by Contractor.

DocuSign Envelope ID: AA192BB6-3EFC-41A9-A2C4-D818981B0C7F

35. 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.

36. 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	**CONTRACTOR**
Fresno Unified School District	Marsh & McLennan Agency LLC
	DocuSigned by: Chris Wilson FC2372A25A8549E...
(Name/Title)	***Chris Wilson, Principal***
	10/25/2023 | 18:05 CDT
Date	***Date***

Approved As To Form:

Nov 8, 2023

Stacey Sandoval, Executive Director, Benefits and Risk Management

DocuSign Envelope ID: AA192BB6-3EFC-41A9-A2C4-D818981B0C7F

EXHIBIT A TO AGREEMENT
BETWEEN THE DISTRICT AND MARSH & MCLENNAN AGENCY LLC

SCOPE OF SERVICES UNDER THE AGREEMENT

The services to be provided by Marsh & McLennan Agency LLC ("Contractor" or "MMA") under this Agreement are divided between core services and non-core services. MMA is to be compensated for all core services by the retainer fee set forth in Exhibit B. MMA is to be compensated for non-core services on a project-by-project basis based upon the hourly rates set forth in Exhibit B, capped by a not-to-exceed figure for each project.

CORE SERVICES UNDER THE AGREEMENT

I. ATTENDANCE AT JHMB BOARD MEETINGS AND JHMB COMMITTEE MEETINGS

a. MMA will provide at least one member of its team to attend in person and participate in all the Joint Health Management Board ("JHMB") regular board meetings. This person shall normally be Giovanni Pacheco.

b. MMA will provide at least one member of its team to participate by telephone in the following JHMB standing committee meetings: Weekly Professional Staff and Quarterly Financial Subcommittee. This person shall normally be Giovanni Pacheco.

c. MMA will provide at least one member of its team to participate by telephone in JHMB committee meetings where financial and/or plan design considerations are discussed at which MMA's participation is required as determined by MMA. This person shall normally be Giovanni Pacheco.

II. BENEFIT PLAN DESIGN ISSUES

a. Prepare an annual comprehensive report on options for benefit plan design changes to be submitted to the JHMB at its January meeting or at such other meeting as determined by the JHMB.

b. Provide analysis, implementation strategies and materials, and lead the implementation of the benefit plan design options selected by the JHMB, excluding pharmacy, in response to MMA's annual comprehensive report. Provide monthly updates to the JHMB on the status of the implementation of the benefit plan design options selected by the JHMB.

c. Coordinate data gathering efforts with JHMB's data aggregator, excluding Pharmacy data.

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III. JHMB DIRECTOR AND PARTICIPANT OUTREACH ACTIVITIES

a. Participate in the annual education day for JHMB directors.

b. Provide legal and legislative newsletters on relevant federal legislative or regulatory developments under, e.g., HIPAA, COBRA, PPACA, and or relevant or state legislative or regulatory developments.

IV. FINANCIAL INFORMATION FLOW

a. Prepare monthly financial reports (including a summary of plan revenue and expenses).

b. Prepare monthly budget adjustments to the monthly financial reports.

c. Prepare quarterly health fund report.

d. Prepare annual budget.

e. Prepare one-year, two-year, and three-year budget projections.

f. Prepare comparisons of specific budgeted items to national, state, local, and industry benchmarks.

g. Review appropriateness of JHMB financial reserves, including encumbered and unencumbered reserves.

h. Review JHMB's obligation to fund retiree health coverage and review appropriateness of JHMB's retiree reserve.

i. Provide actuarial services, when appropriate.

V. BUSINESS PARTNER MANAGEMENT

a. Review current vendor contracts, excluding Pharmacy, and propose modifications, if appropriate.

b. Identify and evaluate potential new JHMB business partners, excluding Pharmacy.

c. Prepare requests for proposals (RFPs) or requests for qualifications (RFQs) for new or existing vendors, excluding Pharmacy, including review of responses, scoring responses, preparing for and participating in finalist interviews, preparing recommendations for the JHMB's consideration, etc. Recommend to the JHMB a risk-based RFP cycle.

d. Negotiate renewal of contracts with existing vendors, excluding Pharmacy.

e. Negotiate contracts with new vendors, excluding Pharmacy, including performance guarantees, benchmarks, service level commitments, and data sharing terms, where appropriate.

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f. Monitor and coordinate with JHMB on business partner, excluding Pharmacy, performance issues or deficiencies, devise and implement business partner performance improvement programs.

VI. JHMB GOVERNANCE DOCUMENTS

a. Review relevant provisions of collective bargaining agreements and offer suggested revisions to JHMB.

b. Review the trigger mechanism in collective bargaining agreements and raise questions about the operation and implementation of the trigger to JHMB.

VII. INTERNAL RESOURCE MANAGEMENT

a. Provide a single point of contact for questions by JHMB members and by JHMB professional staff with respect to MMA performance and work product. This person shall normally be Giovanni Pacheco.

b. Resolve coordination issues between and among District benefits staff and JHMB professional staff, i.e., third party administrator, legal counsel, data aggregator, auditor, etc.

c. Participate in regularly scheduled weekly calls with JHMB professionals and District staff.

d. Coordinate legal and legislative research with JHMB legal counsel and internal MMA compliance and legislative resources.

e. Respond in a timely manner to requests for information or coordination by other JHMB professional staff.

VIII. MMA's RFQ RESPONSES

Core services shall also include Exhibit A-9.

IX. WELLNESS ACTIVITIES

MMA core services shall not include participation in WellPath or wellness related activities. Should JHMB require participation from MMA service team, such participation would be considered non-core services under the agreement.

X. SPECIAL PROJECTS

Any services provided, which are not specifically included in the Core Services section of this agreement, will be deemed to be a non-core service. Non-core services under this Agreement shall be considered a special project.

NON-CORE SERVICES UNDER THE AGREEMENT

The JHMB will from time to time assign special projects to MMA. These projects will typically appear on the Transform the Plan List and be commenced through use of a project initiation sheet. Such

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special projects include but are not limited to the non-educational components of direct contracting, complete rewriting of the plan booklet, and complete construction of a wellness program. All approved special project hours are considered non-core services.

Any services provided, which are not specifically included in the Core Services section of this agreement, will be deemed to be a non-core service. Non-core services under this Agreement shall be considered a special project, approved by JHMB with a not-to-exceed fee for the project.

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We agree that the specific responsibilities will include:

Service/Resource Description	Included in Pricing	Notes
Marketing / Negotiations / Renewals		
RFP Marketing Analysis – Advise and assist the organization in marketing, financial evaluation and carrier selection among different companies and coverage alternatives	Yes	Part of monthly retainer,Excluding Pharmacy
Negotiation of Premium Costs / Benefit renewals	Yes	Part of monthly retainer
Advise of any potential Benefits gaps or overlaps in coverage	Yes	Part of monthly retainer
Underwriting / Actuarial		
Claims Data and Predictive Modeling – Review, analyze and effectively communicate claims data	Yes	Part of monthly retainer
Analyze utilization and report trends and cost	Yes	Part of monthly retainer
Provide recommendations on premium allocation strategies / Contribution Analysis	Yes	Part of monthly retainer
Legal / Compliance / Regulatory / Health Care Reform		
Provide legal and legislative newsletters on relevant federal legislative or regulatory developments under, e.g., HIPAA, COBRA, PPACA, and or relevant state legislative or regulatory developments	Yes	Part of monthly retainer
Provide updates, prepare and support the implementation of Federal and State legislation that impacts our benefit plans	Yes	Part of monthly retainer
Prepare and review ERISA – compliant documentation.	Not Applicable	
Assist as requested with claims and interpretations of coverage(1)	Yes	Part of monthly retainer
Preparation of 5500 Filings	Not Applicable	
Summary Plan Description Services	No	
HIPAA Guidance Manual and Training	No	
Q&A and any follow up research with In-House ERISA Attorney(1)	Yes	Part of monthly retainer
Seminars / Webinars	Yes	Part of monthly retainer
Overseeing Health Plan Audits	Yes	Manage process using 3rd party auditor
Breaking News Articles & Legislative Updates	Yes	Part of monthly retainer
Open Enrollment		
Open Enrollment Preparation – Facilitating, communications and PowerPoint preparation	No	
Meeting Planning & Carrier / Vendor Coordination	No	
Assistance with Open Enrollment Meetings & Webinars	No	

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Employee Education & Communications		
Printing Costs	No	Separate Fee
Development of customized employee communications strategy. Development of employee communications – development, drafting, editing, Health & Wellness, Communications & Emerging Trends.	No	
Benefits Information Guide (design)	Yes	Part of monthly retainer
Open Enrollment Communications (design)	No	
Health & Wellness Communications (design)	No	
Benefits Mobile Application	No	
Employee Surveys – assistance with drafting, implementing, evaluation	No	
Miscellaneous employee communications throughout the year	No	
Health & Wellness Programs		
Consulting on Development of Wellness Program Consulting with In-House Wellness Director.	No	
Implementation & Ongoing Support	No	
Health Fairs – Vendor evaluation & implementation management	No	
Employee Communications (design)	No	
Establishing and Management of On-site Clinics	No	Separate Fee
HR and Employee Support		
Employee direct access to core service team for elevated claims assistance. Assist as requested with claims and interpretations of coverage	Yes	Part of monthly retainer
Ongoing administrative support to HR team and employee support services.	Yes	Part of monthly retainer
Provide reliable and prompt responses to questions and requests from FUSD's management team	Yes	Part of monthly retainer
Establish relationships with providers that will most greatly benefit the needs of FUSD	Yes	Part of monthly retainer

(1) The information provided is educational only and is not intended to serve as legal, tax or financial advice. Consultation with FUSD attorney to ensure compliance with all relevant law is advised. Marsh & McLennan Insurance Agency LLC is not authorized to provide legal, tax or financial advice.

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EXHIBIT B TO AGREEMENT
BETWEEN THE DISTRICT AND MARSH & MCLENNAN AGENCY LLC

I. COMPENSATION FOR CORE SERVICES

For the core services set forth in Exhibit A, the sole and complete compensation for MMA shall be as follows:

a. For the period of January 1, 2024 through December 31, 2024, MMA shall receive a monthly fee (base compensation) of $37,500, payable monthly one month in arrears.
b. For the period of January 1, 2025 through December 31, 2025, MMA shall receive a monthly fee (base compensation) of $37,500, payable monthly one month in arrears.
c. For the period of January 1, 2026 through December 31, 2026, MMA shall receive a monthly fee (base compensation) of $38,625, payable one month in arrears.
d. The fee will be payable regardless of the number of hours expended by Contractor for core services.
e. Contractor will not submit monthly hour reports.
f. Base compensation was determined assuming 14,092 lives. Additional compensation may be required for services provided outside the scope of this Agreement, as agreed by both parties in advance of the work being performed.

II. COMPENSATION FOR NON-CORE SERVICES

a. MMA shall be paid at its specified hourly rates for non-core services.

b. MMA's hourly rates for non-core services shall be as follows: Principal: $425; Client Executive: $300; Client Service Executive: $275; Client Manager: $175; Benefit Analyst: $150; Actuarial Consultant: $300; Actuarial Analyst: $175; Compliance Staff: $300.

c. These hourly rates shall remain in effect through December 31, 2026.

d. Giovanni Pacheco and Sharlene Langhoff will each be billed as a Principal. Additional MMA team members will be billed according to their title, i.e. Client Manager, Benefit Analyst, etc.

e. Prior to performing any non-core work on a specific project, MMA shall provide to the JHMB a not-to-exceed figure for each special project that constitutes non-core services. Work shall not commence on or be paid for any special project until the JHMB at a regular meeting has approved the project.

III. TRAVEL AND INCIDENTAL EXPENSES

MMA shall be responsible for its own lodging, meal, travel, supplies, and other incidental expenses.

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IV. AT-RISK PERFORMANCE GUARANTEES

a. The percentages listed in (h) shall be assessed against the entire compensation for core services paid to MMA for the entire year being evaluated. The JHMB shall complete their assessment and communicate the results to MMA by no later than the end of the first quarter of each calendar year. No penalty shall be assessed to MMA should the results not be communicated by the JHMB to MMA by the end of the first quarter of each calendar year.

b. Exhibit E sets forth a number of performance guarantees applicable to MMA.

c. In addition to the performance guarantees set forth in Exhibit E, there shall be an additional at-risk performance guarantee. Any monies paid by MMA under Exhibit E shall apply against any amount assessed under the at-risk guarantee.

d. With respect to each year of the agreement, the JHMB through its Scorecarding Committee shall review and evaluate the performance of MMA on the following five parameters from Exhibit A: (1) benefit plan design issues, (2) JHMB director and participant outreach activities, (3) financial information flow, (4) business partner management, and (5) internal resource management.

e. Committee members shall rank MMA's performance on each category on a scale of 1 to 4. Attached as Exhibit B-1 is an explanation of the numbers on the scale. The members' scores shall be averaged into a single score for each category.

f. An overall score for all categories shall be determined by (1) multiplying each category score by the assigned percentage and (2) adding together the results of (1).

g. The assigned percentages are as follows: 20% to each of categories (1), (4), and (5); 30% to category (3); and 10% to category (2).

h. The amount to be assessed against MMA under the at-risk performance guarantee for each year shall be determined as follows: (1) overall score of 2.40 to 4.00: no amount to be paid by MMA, (2) 2.20 to 2.39: 4%; (3) 2.00 to 2.19: 8%; and (4) 1.99 and below: 15%.

i. The percentages listed in (g) above shall be assessed against the entire compensation for core services paid to MMA for the entire year being evaluated.

j. MMA shall pay the assessment within 45 calendar days of the decision of the Committee.

k. In no event will the assessments under this section together with the assessments under Exhibit E exceed with respect to any calendar year 15% of MMA's compensation for core services.

l. In no event will payment for any performance guarantee be made from retail commission received by MMA for services provided pursuant to this Agreement. Performance guarantee payments shall only be made from fee compensation.

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V. COMMISSIONS

MMA 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 is embedded in a premium or rate, MMA will notify the JHMB in writing and reduce its monthly retainer by the amount of the commission. MMA shall not accept any insurance carrier or intermediary contingent commission income as a result of services provided pursuant to this Agreement.

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Exhibit B-1 RATING

Service Areas	Level 1	Level 2	Level 3	Level 4
A. Plan Design Changes (excluding pharmacy) Clarify changing needs Lead changes in design	Our benefits consultant doesn't think of this	We mostly find out by asking "when did those changes happen?"	Our benefits consultant ensures changes are communicated in advance	Our benefits consultant ensured changes are communicated in advance, and that charges are assessed
B. JHMB director and Participant Outreach Activities Annual Education Day Legal and Legislative Newsletters	Our benefits consultant doesn't think of this	Our benefits consultant participates only when asked to	Our benefits consultant participates	Our benefit consultant energetically and proactively participates
C. Financial Information Flow Quarterly Fund Reports Projections Benchmarking Budget Reconcile District Data	Our benefits consultant doesn't think of this	The process is understood in theory but not in reality	Our benefits consultant knows what to do but does not do it regularly	Our benefits consultant knows what to do when, does it regularly, and continuously improves the information flow
D. Business Partner Management (excluding pharmacy) Identifying Contributors RFPs and Due Diligence Negotiations Implementations Monitoring Performance Issues	Our benefits consultant doesn't think of this	Our benefits consultant sort of knows at what stage others are involved	Our benefits consultant has enough overview of which business partners do what and why	Our benefits consultant is perfectly aware of which partners do what and when and reassesses and adapts
E. Internal Resource Management Administrator Integrator Legal Counsel District and Labor Units	Our benefits consultant doesn't think of this	Our benefits consultant is sort of aware of the sequence of tasks	Our benefits consultant has overview and knows why the tasks are done in the current way	Our benefits consultant knows how contributions occur and reassesses processes continuously

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EXHIBIT C TO AGREEMENT
BETWEEN THE DISTRICT AND MARSH & MCLENNAN AGENCY LLC

Marsh & McLennan Agency LLC will provide the following team to provide services under this Agreement and to coordinate with other MMA internal staff/professional resources needed to provide services under this Agreement.

1. Giovanni Pacheco will be the lead consultant.

2. Sharlene Langhoff will be the leader of MMA's self-funded team

MMA will notify the District if any members are deleted from this team. For any additions to the team, MMA will promptly notify the District of the identity of the new team member.

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EXHIBIT D TO AGREEMENT

BETWEEN THE DISTRICT AND MARSH & MCLENNAN AGENCY

Business Associate Addendum

This Business Associate Addendum ("Addendum"), effective **January 1, 2021** regardless of the date executed, is incorporated into and made part of the Independent Contractor Services Agreement ("Agreement") by and between the Fresno Unified School District Employee Health Care Plan ("Covered Entity") and Marsh & McLennan Agency LLC ("Business Associate") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all definition:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use. Notwithstanding the foregoing, the definition of Security Incident for the purposes of this Business Associate Addendum shall not include pings, scans, or other unsuccessful attempts against Business Associate's network or systems.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Marsh & McLennan Agency LLC.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Fresno Unified School District Employee Health Care Plan.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical and technical safeguards to

(i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;

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(ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and

(iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(d) Business Associate agrees to, without unreasonable delay, and in no case later than three (3) calendar days, report in writing to Covered Entity:

(i) Any actual unauthorized Use or Disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or

(ii) Any actual Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).

(e) In the event of a Breach, without unreasonable delay, and in any event no later than ten (10) calendar days after discovery, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals. Such notice shall, to the extent possible, include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired or disclosed during such Breach. Business Associate agrees that with respect to any Use or Disclosure of Unsecured PHI not permitted by the Privacy Rule, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the data Breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E, and shall pay for the reasonable and actual costs associated with such notifications.

(f) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the substantially the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a subcontractor or agent, it shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI substantially consistent with the requirements of this Addendum.

(g) Business Associate will make available to the Secretary its internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, within thirty (30) days or as designated by the Secretary. Business Associate shall promptly provide Covered Entity, upon request, with a list of the documents Business Associate provided to the Secretary.

(h) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from

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Covered Entity or an Individual, make available to Covered Entity or Individual, information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of Disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for Disclosures made through an Electronic Health Record in HITECH Act 42 U.S.C. § 17935(c).

(j) Business Associate agrees to provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

(k) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, sufficient to allow Covered Entity to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(l) Business Associate agrees to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

(m) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

(n) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(o) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(p) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(q) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(r) The Business Associate agrees to notify Covered Entity's legal counsel prior to producing any records of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS.

(s)

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(t) In addition to any insurance Business Associate is required to maintain under the terms of the Agreement, Business Associate agrees to procure and maintain errors and omissions insurance in the amount of $10 Million per claim and in the aggregate, and Cyber Liability Insurance in the amounts of $5 Million per claim on a claims made basis. Business Associate will provide Covered Entity with evidence of such coverage within sixty (60) days of this Agreement's effective date and, thereafter, at least annually, and at any other time upon request of the Covered Entity.

(u) Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Covered Entity and contained in any federal or state law or regulation, including the Employee Retirement Income Security Act of 1974.

(v) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically amended such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than three (3) calendar days, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Subcontractor or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or

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privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the substantially the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a "standard transaction," the Business Associate (and such agents and subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

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V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of January 1, 2021, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and this Addendum if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(ii) Immediately terminate the Agreement and this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible.

(c) Effect of Termination.

(i) Except as provided in subsection (ii) of this section, upon termination of this Addendum for any reason, Business Associate shall return to Covered Entity or, wif agreed to by Covered Entity, destroy Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. The Business Associate shall obtain prior written approval from the Covered Entity prior to destroying any records of the Covered Entity.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(iii) Termination of Agent or Subcontractor Relationship. The Business Associate agrees to include in its agreements with any agents or subcontractors that create, receive, maintain and/or transmit PHI (which is Protected Health Information that the Business Associate creates, receives, maintains and/or transmits on behalf of the Covered Entity) termination provisions corresponding to the terms set forth in this Section V.

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VI. Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the Privacy Rule, the Security Rule, HIPAA or the HITECH Act as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA or the HITECH Act.

(c) Survival. The respective rights and obligations of Business Associate under Section V., subsection (c) of this Addendum shall survive the termination of this Addendum.

(d) Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, HIPAA and the HITECH Act.

(e) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

(f) Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby, including without limitation, legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting, relating to, resulting from, or arising out of this Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, whether or not any litigation proceeds to final judgment or determination.

(g) Choice of Law and Venue. This Addendum shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting, relating to, resulting from, or arising out of this Addendum shall be held or filed in either the state or federal courts in the State of California, County of Fresno.

(h) Notices. Any notice, demand, or request given in accordance with this Addendum shall be given by personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall given to the Covered Entity as follows:

Stacey Sandoval
Fresno Unified School District
Benefits & Risk Management
2309 Tulare Ave.
Fresno, CA. 93721
(559) 457-3596

Bryan G. Martin
Atkinson, Andelson, Loya, Ruud & Romo
10 River Park Place East Suite 240

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Fresno, CA 93720
Telephone: (559) 225-6700

Notice shall be given to Business Associate as follows:

Giovanni Pacheco

Marsh & McLennan Agency LLC
9171 Towne Centre Dr., Suite 100, San Diego, CA 92122
Telephone: (858) 587-7400

(i) Indemnification. Business Associate assumes liability for, and agrees to indemnify and hold harmless the Covered Entity, subject to the limitation of liability provision in the underlying Independent Contractor Services Agreement, from and against any demand, liability, suit, damage, loss, judgment or other claim of any nature, equitable or otherwise, arising out of any breach of the terms of this Agreement by Business Associate.

(j) Controlling Addendum. In the event that any provision of this Addendum conflicts with the agreement, this Addendum controls. This Addendum supersedes any prior Addendum between the Parties relating to the same subject matter.

(k) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invaliding the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY	BUSINESS ASSOCIATE
_____	_____
_____	_____
By: _____	By: DocuSigned by: Chris Wilson FC2372A25A8549E...
Print Name: _____	Print Name: Chris Wilson
Print Title: _____	Print Title: Principal
Date: _____	Date: 11/2/2023 | 17:23 CDT

Approve as to Form

Nov 8, 2023

Stacey Sandoval,
Executive Director
Risk Management

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EXHIBIT E TO AGREEMENT
BETWEEN THE DISTRICT AND MARSH & MCLENNAN AGENCY LLC

PERFORMANCE GUARANTEES

The following performance guarantees and associated fee adjustments shall apply to Marsh & McLennan Agency LLC ("MMA" or "Contractor"). MMA shall reduce its next monthly invoice for core services to reflect any adjustments required by its failure to meet one or more of the performance guarantees. MMA shall send a periodic report to the JHMB setting forth the type of deficiency, the month of the deficiency, the fee reduction per deficiency, and a total fee reduction for the period covered by the report.

1. Absent good cause as determined by the JHMB, an MMA representative will attend in person each JHMB board meeting. Fee reduction for non-performance: $1,000 each occurrence.

2. Absent good cause as determined by the relevant standing committee, an MMA representative will attend by phone each meeting of a JHMB Finance Subcommittee. Fee reduction for non-performance: $500 each occurrence.

3. Absent good cause as determined by the JHMB, an MMA representative will participate by phone in the weekly staff conference. Fee reduction for non-performance: $500 each occurrence.

4. Absent good cause as determined by MMA, MMA will provide all written materials to the JHMB's Board Administrator for inclusion in the agenda packet no later than noon on the fifth business day prior to a JHMB meeting, e.g., by noon on Friday for a Thursday JHMB meeting. Fee reduction for non-performance: $1,000 for each day late.

5. Absent good cause as determined by the JHMB, MMA will present at the next JHMB meeting after the expiration of 60 calendar days after the end of a calendar quarter a quarterly health fund report that is accurate and that is in a form acceptable to the JHMB.: Fee reduction for non-performance: $2,000.

6. Absent good cause as determined by the JHMB, MMA will present a monthly financial report that is accurate and that is in a form acceptable to the JHMB. Fee reduction for non-performance $500.

7. MMA will oversee and monitor each RFP or RFQ process, excluding Pharmacy, according to the timeline approved by the JHMB. Fee reduction for non-performance: $500 for each RFP/RFQ.

8. MMA will present at the JHMB's January meeting benefit design modifications and shall take appropriate steps to implement the modifications approved by the JHMB for an implementation date of the following January. Fee reduction for non-performance: $1,000.

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MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC
www.mma-west.com
CA Insurance Lic. 0H18131

COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **https://mma.marshmma.com/non-us-affiliates** . In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions –** A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees –** Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions –** Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions –** Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions –** Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships –** Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships –** From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html**.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-25

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Renewal Agreement with United Healthcare

ITEM DESCRIPTION: Included in the Board binders is a renewal agreement with United Healthcare to provide fully insured HMO dental services on behalf of benefit-eligible employees and retirees. The district has offered dental benefit coverage through United Healthcare since March 2007, when United Healthcare acquired Pacific Union Dental. United Healthcare is one of two dental networks under which district employees and retirees access dental care, the other being Delta Dental.

Approximately 930 employees/retirees and 1,500 dependents are enrolled and accessing dental services from United Healthcare. The services provided are fully insured, meaning the district pays an agreed-upon monthly rate for the coverage without any further claim cost responsibility.

The renewal agreement provides services effective January 01, 2024, through December 31, 2025. The cost of services during this renewal period will increase by 10.8% for the two-year contract. The Joint Health Managed Board (JHMB) voted to improve the plan significantly, eliminating most copays and lowering the orthodontia copay from $2,000 to $1,250 for an additional $63,904 in premium per year. The total annual cost of services for all enrolled members (active, pre-65 retirees, post-65 retirees, and dependents) is projected to total approximately $656,612.

These services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $656,612 is available in the Internal Service Health Fund.

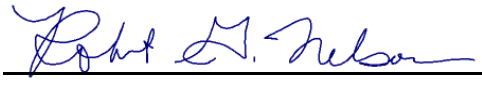
PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer



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



FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

United Healthcare	2300 Clayton Road, Suite 1000 Concord, CA 94520
Vendor Number	***Address***
Vendor Name (925)602-2843	Carlos Guzman
Phone Number	***Vendor Contact***
From: 1/1/2024	**Through:** 12/31/2025
Term (Duration)	

FUSD Contract Administrator:

Steven Shubin	Benefits Department	559-457-3539
Name	*Site/ Dept*	*Telephone number*

Budget (*Fund-Unit-Dept.-Activity-Function-Object)* 670-0841-0880-0000-6000-5852

Annual Cost $ 656,612.00 (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:

United Healthcare to provide fully-insured HMO dental services on behalf of benefit eligible employees and retirees. The District has offered dental benefit coverage through United Healthcare since March 2007 when United Healthcare acquired Pacific Union Dental. United Healthcare is one of two different dental networks under which district employees and retirees access dental care.

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:** 12/06/23 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**		11/09/2023
	Signed	*Date*
Reviewed & approved by **Cabinet Level Officer**	Patrick Jensen (Nov 19, 2023 10:55 PST)	Nov 19, 2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		Nov 9, 2023
	Signed	*Date*

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

Dental Renewal offer for Fresno Unified School District

April 10, 2023

Sharlene Langhoff, CSFS
Marsh & McLennan Insurance Agency, LLC.
9171 Towne Centre Drive, Suite 100
San Diego, CA 92122

Via Email

Dear Sharlene**:**

On behalf of UnitedHealthcare, I appreciate the opportunity to present renewal information for **Fresno Unified School District,** for the period **01/01/2024 – 12/31/2025.**

UnitedHealthcare Insurance Company has created plans that offer our members quality dental health services at significant savings. We have contracted with quality local dental professionals to provide services at no cost or for low fixed copayments. In addition to substantial savings, there are many other advantages such as no claim forms to complete, no deductibles to be met and no yearly maximum.

UHC Dental Select Managed Care Direct Compensation is unique for a DHMO dental plan, the member is not required to select a provider as long as they go in the network, and the providers are directly compensated (a reimbursement system exclusive to UnitedHealthcare) which provides an economic incentive for network Dentists to provide necessary dental care. An approach that's different from traditional DHMO capitated plans.

We understand the importance of maintaining the highest quality dental care at the most competitive price possible especially in today's economy. Upon review of the plan design, we are pleased to offer a **-5% for 24 months rate guarantee.** We appreciate the opportunity to partner with **Fresno Unified School District** and are hopeful this favorable renewal will secure the dental renewal for another year.

In addition, we offer several other insurance products – each with flexible benefit options and value-added services. Many companies appreciate the convenience of purchasing multiple insurance products from one carrier. *Please contact me for more information or to request a formal proposal for any of the products in our portfolio, including:*

- ***Vision Insurance***: Our vision plans cover the cost of well vision care, corrective lenses and eyewear, with affordable premiums, copays and lower out-of-pocket expenses. The network includes more than 55,000 private practice and retail providers of vision services. Unlike our competitors, UnitedHealthcare Vision is not tied to a manufacturer, retail operation or provider group. Our diverse network which includes private practitioners, retailers and mass marketers,

offers a great degree of flexibility, access and value.

- ***Life Insurance***: We offer Basic Life, Supplemental Life, Dependent Life and Accidental Death and Dismemberment (AD&D), each with flexible plan designs and special features. In addition, all life enrollees have access to Travel Assistance, Will and Trust Preparation and Beneficiary Support services at no additional cost.

- ***Disability Insurance***: Our disability plans include Short Term Disability, Long Term Disability and Voluntary Disability, each with variable benefit amounts, benefit durations and elimination periods. Our disability claim management experts help claimants return to work in a timely manner.

All fully insured dental HMO policies are filed with the California Department of Managed Healthcare. While the filed policies contain certain bracketed sections that may be modified, that language cannot accommodate terms for indemnification or anti-assignment language. As the District has requested a voluntary member fully insured policy, Dental Benefit Providers of California assumes all risk for claims. The District's indemnification language request appears to be non-applicable to a fully insured dental benefits policy. Concerning the District's requests for required insurance policy coverage, we are happy to provide the District separately with copies of United's insurance policies involving Commercial General Liability, Business Automobile Liability Insurance, Workers Compensation, and Errors and Omissions Insurance. But the terms cannot be written into the already filed and approved dental policy with the California Department of Managed Healthcare. Further, while we understand the District's concern regarding Dental Benefit Providers of California not transferring the policy to another entity, such behavior would be both governed and regulated by the California Department of Managed Healthcare. We would suggest that such concerns can be addressed in a renewal letter signed by the United's account executive. So too can the requested terms for taxes and transfer of data.

To accept this renewal and let it serve as our agreement to continue to provide coverage, please confirm acceptance by notifying me within the next several weeks. The proposed renewal rates may automatically change on the above listed renewal date.

Thank you for the opportunity to serve you and your customers. We look forward to continuing our relationship for many years to come.

Sincerely,



Carlos Guzman
Strategic Account Executive
UnitedHealthcare
(925) 602-2843

UnitedHealthcare Life and Disability products are provided by or through Unimerica Insurance Company, United HealthCare Insurance Company or their affiliates. UnitedHealthcare Dental and Vision coverage provided by or through United HealthCare Insurance Company or its affiliates.

Renewal for Fresno Unified School District

Dental Plan Overview

- Easier Access to Care
- Freedom of choice and movement within statewide general dental network at any time
- Fixed Co-payment Schedule
- No deductibles, No waiting period
- Orthodontic benefits embedded (network provider only)

Dental HMO Direct Compensation - D1085 Actives		
Effective Date: January 1, 2024		
Tier	**Current Rates Custom D1085**	**Renewal Rates Custom D1085**
Composite	$50.92	$48.37

Dental HMO Direct Compensation - D1085 Retirees		
Effective Date: January 1, 2024		
Tier	**Current Rates Custom D1085**	**Renewal Rates Custom D1085**
Employee Only	$29.41	$27.94
Employee + One	$58.81	$55.87
Employee + Family	$82.87	$78.73

- **Rate impact –5% for 24 months**

Plan Alternative: D1065

Dental HMO Direct Compensation - D1065 Actives		
Effective Date: January 1, 2024 - Rate Guarantee 24 months		
Tier		**Alternative Rates D1065**
Composite		$56.41

Dental HMO Direct Compensation - D1065 Retirees		
Effective Date: January 1, 2024 - Rate Guarantee 24 months		
Tier		**Alternative Rates D1065**
Employee Only		$32.59
Employee + One		$65.16
Employee + Family		$91.82

Acceptance of Renewal

I accept this renewal on behalf of **Fresno Unified School District:**

Authorized Signature:_____Date:_____

Printed Name: Patrick Jensen Title: Chief Financial Officer

Authorized Signature:_____Date:_____

Printed Name:_____ Title:_____

Please sign and submit to:

Approved As To Form

Nov 9, 2023

Stacey Sandoval, Executive Director
Risk Management

Carlos Guzman - Strategic Account Executive
UnitedHealthcare Public Sector
Government, Labor & Education
2300 Clayton Road, Suite 1000 Concord, CA 94520 I Office: 925- 602-2843

email: carlos_guzman@uhc.com | www.myuhc.com

UnitedHealthcare®

dental plan

Select Managed Care-DC Contributory CA/$0/$0/$0/CA250

CA D1065

SMC/covered dental services

ADA	DESCRIPTION	MEMBER PAYS
DIAGNOSTIC SERVICES		
D0120	PERIODIC ORAL EVALUATION EST PT	$0
D0140	LTD ORAL EVALUATION - PROBLEM FOCUS	$0
D0145	ORAL EVAL PT<3 AND COUNSEL	$0
D0150	COMP ORAL EVALUATION - NEW/EST PT	$0
D0160	DTL & EXT ORAL EVAL - PROBLEM FOCUS REPORT	$0
D0170	RE-EVALUATION - LTD PROBLEM FOCUSED	$0
D0171	RE-EVALUATION - POST-OPERATIVE OFFICE VISIT	$0
D0180	COMP PERIODONTAL EVAL - NEW/EST PT	$0
D0210	INTRAORAL – COMPREHENSIVE SERIES OF RADIOGRAPHIC IMAGES	$0
D0220	INTRAORAL PERIAPICAL FIRST RADIOGRAPHIC IMAGE	$0
D0230	INTRAORL PERIAPICAL EACH ADD RADIOGRAPHIC IMAGE	$0
D0240	INTRAORAL - OCCLUSAL RADIOGRAPHIC IMAGE	$0
D0250	EXTRA-ORAL - 2D PROJECTION RADIOGRAPHIC IMAGE	$0
D0251	EXTRA-ORAL POSTERIOR DENTAL RADIOGRAPHIC IMAGE	$0
D0270	BITEWING - SINGLE RADIOGRAPHIC IMAGE	$0
D0272	BITEWINGS - TWO RADIOGRAPHIC IMAGES	$0
D0273	BITEWINGS - THREE RADIOGRAPHIC IMAGES	$0
D0274	BITEWINGS - FOUR RADIOGRAPHIC IMAGES	$0
D0277	VERTICAL BITEWINGS - 7 TO 8 RADIOGRAPHIC IMAGES	$0
D0330	PANORAMIC RADIOGRAPHIC IMAGE	$0
D0340	2D CEPHALOMETRIC RADIOGRAPHIC IMAGE - ACQUISITION, MEASUREMENT AND ANALYSIS	$0
D0364	CONE BEAM CT CAPTURE AND INTERPRETATION WITH LIMITED FIELD OF VIEW-LESS THAN ONE WHOLE JAW	$0
D0365	CONE BEAM CT CAPTURE AND INTERPRETATION WITH LIMITED FIELD OF VIEW OF ONE FULL DENTAL ARCH-MANDIBLE	$0
D0366	CONE BEAM CT CAPTURE AND INTERPRETATION WITH LIMITED FIELD OF VIEW OF ONE FULL DENTAL ARCH-MAXILLA	$0
D0367	CONE BEAM CT CAPTURE AND INTERPRETATION WITH FIELD OF VIEW OF BOTH JAWS	$0
D0368	CONE BEAM CT CAPTURE AND INTERPRETATION FOR TMJ SERIES INCLUDING TWO OR MORE EXPOSURES	$0
D0372	INTRAORAL TOMOSYNTHESIS–COMPREHENSIVE SERIES OF RADIOGRAPHIC IMAGES	$0
D0373	INTRAORAL TOMOSYNTHESIS – BITEWING RADIOGRAPHIC IMAGE	$0
D0374	INTRAORAL TOMOSYNTHESIS – PERIAPICAL RADIOGRAPHIC IMAGE	$0
D0387	INTRAORAL TOMOSYNTHESIS–COMPREHENSIVE SERIES OF RADIOGRAPHIC–IMAGE CAPTURE ONLY	$0
D0388	INTRAORAL TOMOSYNTHESIS–BITEWING RADIOGRAPHIC–IMAGE CAPTURE ONLY	$0
D0389	INTRAORAL TOMOSYNTHESIS–PERIAPICAL RADIOGRAPHIC–IMAGE CAPTURE ONLY	$0
D0391	INTERPRETATION OF DIAGNOSTIC IMAGE	$0
D0393	VIRTUAL TRTMT SIMULATION USING 3D IMAGE VOLUME OR SURFACE SCAN	$0
D0394	DIGITAL SUBTRACTION OF IMAGES	$0
D0395	FUSION OF TWO OR MORE 3D IMAGES	$0
D0414	LABORATORY PROCESSING OF MICROBIAL SPECIMEN TO INCLUDE CULTURE AND SENSITIVITY STUDIES, PREPARATION AND TRANSMISSION OF WRITTEN REPORT	$0
D0415	COLLECT MICROORGANISMS CULT & SENS	$0
D0416	VIRAL CULTURE	$0
D0417	COLLECTION & PREP OF SALIVA SAMPLE	$0
D0418	ANALYSIS OF SALIVA SAMPLE	$0
D0425	CARIES SUSCEPTIBILITY TESTS	$0
D0431	ADJUNCT PREDX TST NO CYTOL/BX PROC	$0
D0460	PULP VITALITY TESTS	$0
D0470	DIAGNOSTIC CASTS	$0
D0472	ACCESS TISSUE, GROSS EXAM - PREP & REPORT	$0
D0473	ACCESS TISSUE, GROSS & MICROSCOPIC - PREP/REPORT	$0
D0474	ACCESS TISSUE, GROSS & MICROSCOPIC SURG MARG PREP/REPORT	$0
D0601	CARIES RISK ASSESSMENT AND DOCUMENTATION, LOW	$0
D0602	CARIES RISK ASSESSMENT AND DOCUMENTATION, MODERATE	$0
D0603	CARIES RISK ASSESSMENT AND DOCUMENTATION, HIGH	$0
D0701	PANORAMIC RADIOGRAPHIC IMAGE – IMAGE CAPTURE ONLY	$0
D0702	2-D CEPHALOMETRIC RADIOGRAPHIC IMAGE – IMAGE CAPTURE ONLY	$0
D0705	EXTRA-ORAL POSTERIOR DENTAL RADIOGRAPHIC IMAGE–IMAGE CAPTURE ONLY	$0
D0706	INTRAORAL–OCCLUSAL RADIOGRAPHIC IMAGE–IMAGE CAPTURE ONLY	$0
D0707	INTRAORAL–PERIAPICAL RADIOGRAPHIC IMAGE-IMAGE CAPTURE ONLY	$0
D0708	INTRAORAL–BITEWING RADIOGRAPHIC IMAGE–IMAGE CAPTURE ONLY	$0
D0709	INTRAORAL–COMPREHENSIVE SERIES OF RADIOGRAPHIC–IMAGE CAPTURE ONLY	$0
PREVENTIVE SERVICES		
D1110	PROPHYLAXIS - ADULT	$0
D1120	PROPHYLAXIS - CHILD	$0
D1206	TOPICALFLUORIDE VARNISH	$0
D1208	TOPICAL APPLICATION OF FLUORIDE - EXCLUDING VARNISH	$0
D1310	NUTRIT CNSL CONTROL DENTAL DISEASE	$0
D1320	TOBACCO CNSL CNTRL&PREVION ORL DZ	$0

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ADA	DESCRIPTION	MEMBER PAYS
PREVENTIVE SERVICES		
D1330	ORAL HYGIENE INSTRUCTIONS	$0
D1351	SEALANT - PER TOOTH	$0
D1352	PREV RESIN RESTORATION IN MOD HIGH CARIES RISK PATIENT- PERM TOOTH	$0
D1353	SEALANT REPAIR – PER TOOTH	$0
D1355	CARIES PREVENTIVE MEDICAMENT APPLICATION – PER TOOTH	$0
D1516	SPACE MAINTAINER - FIXED - BILATERAL, MAXILLARY	$0
D1517	SPACE MAINTAINER - FIXED - BILATERAL, MANDIBULAR	$0
D1520	SPACE MAINTAINER - REMOVABLE-UNILATERAL/QUAD	$0
D1526	SPACE MAINTAINER - REMOVABLE - BILATERAL, MAXILLARY	$0
D1527	SPACE MAINTAINER - REMOVABLE - BILATERAL, MANDIBULAR	$0
D1551	RECEM/REBOND BILATERAL SPACE MAINTAINER – MAXIL	$0
D1552	RECEM/REBOND BILATERAL SPACE MAINTAINER – MANDIB	$0
D1553	RECEM/REBOND UNILATERAL SPACE MAINTAINER/QUAD	$0
D1556	REMOVAL OF FIXED UNILATERAL SPACE MAINTAINER/QUAD	$0
D1557	REMOVAL OF FIXED BILATERAL SPACE MAINTAINER-MAXIL	$0
D1558	REMOVAL OF FIXED BILATERAL SPACE MAINTAINER-MANDIB	$0
D1575	DISTAL SHOE SPACE MAINTAINER – FIXED, UNILATERAL/QUAD	$0
RESTORATIVE SERVICES		
D2140	AMALGAM - ONE SURFACE PRIMARY/PERMANENT	$0
D2150	AMALGAM - TWO SURFACES PRIMARY/PERMANENT	$0
D2160	AMALGAM - 3 SURFACES PRIMARY/PERMAMENT	$0
D2161	AMALGAM - FOUR/MORE SURFACES PRIMARY/PERMANENT	$0
D2330	RESIN COMPOSITE - ONE SURFACE ANTERIOR	$0
D2331	RESIN COMPOSITE - 2 SURFACES ANTERIOR	$0
D2332	RESIN COMPOSITE - 3 SURFACES ANTERIOR	$0
D2335	RESIN COMPOSITE - 4/> SURF/W/INCISAL ANG	$0
D2390	RESIN COMPOSITE CROWN ANTERIOR	$0
D2391	RESIN COMPOSITE - 1 SURFACE POSTERIOR	$0
D2392	RESIN COMPOSITE - 2 SURFACES POSTERIOR	$0
D2393	RESIN COMPOSITE - 3 SURFACES POSTERIOR	$0
D2394	RESIN COMPOSITE - 4/MORE SURFACES POST	$0
D2510	INLAY - METALLIC - ONE SURFACE	$0
D2520	INLAY - METALLIC - TWO SURFACES	$0
D2530	INLAY - METALLIC - 3/MORE SURFACES	$0
D2542	ONLAY - METALLIC - TWO SURFACES	$0
D2543	ONLAY - METALLIC THREE SURFACES	$0
D2544	ONLAY - METALLIC FOUR OR MORE SURFACES	$0
D2610	INLAY - PORCELAIN/CERAMIC - 1 SURFACE	$0
D2620	INLAY - PORCELAIN/CERAMIC - 2 SURFACES	$0
D2630	INLAY - PORCELAIN/CERAMIC - 3/MORE SURFACES	$0
D2642	ONLAY - PORCELAIN/CERAMIC - 2 SURFACES	$0
D2643	ONLAY - PORCELAIN/CERAMIC - 3 SURFACES	$0
D2644	ONLAY - PORCELAIN/CERAMIC - 4/MORE SURFACES	$0
D2650	INLAY - RESIN BASED COMPOSITE - 1 SURFACE	$0
D2651	INLAY - RESIN BASED COMPOSITE - 2 SURFACES	$0
D2652	INLAY - RESIN BASED COMPOSITE - 3 />SURFACES	$0
D2662	ONLAY - RESIN - BASED COMPOSITE - 2 SURFACES	$0
D2663	ONLAY - RESIN - BASED COMPOSITE - 3 SURFACES	$0
D2664	ONLAY - RESIN - BASED COMPOSITE - 4/> SURFACES	$0
D2710	CROWN - RESIN - BASED COMPOSITE INDIRECT	$0
D2712	CROWN - 3/4 RESIN - BASED COMPOSITE INDIRECT	$0
D2720*	CROWN - RESIN WITH HIGH NOBLE METAL	$0*
D2721	CROWN - RESIN W/PREDOM BASE METAL	$0
D2722*	CROWN - RESIN WITH NOBLE METAL	$0*
D2740	CROWN - PORCELAIN/CERAMIC SUBSTRATE	$0
D2750*	CROWN - PORCELAIN FUSED HI NOBLE METAL	$0*
D2751	CROWN - PORCELAIN FUSED PREDOM BASE METAL	$0
D2752*	CROWN - PORCELAIN FUSED NOBLE METAL	$0*
D2753	CROWN PORCELAIN FUSED TO TITANIUM/TITANIUM ALLOYS	$0
D2780*	CROWN - 3/4 CAST HIGH NOBLE METAL	$0*
D2781	CROWN - 3/4 CAST PREDOM BASE METAL	$0
D2782*	CROWN - 3/4 CAST NOBLE METAL	$0*
D2783	CROWN - 3/4 PORCELAIN/CERAMIC	$0
D2790*	CROWN - FULL CAST HIGH NOBLE METAL	$0*
D2791	CROWN - FULL CAST PREDOM BASE METAL	$0
D2792*	CROWN - FULL CAST NOBLE METAL	$0*
D2794*	CROWN - TITANIUM AND TITANIUM ALLOYS	$0*
D2910	RECEMENT OR RE-BOND INLAY ONLAY VENEER OR PART COV REST	$0
D2915	RECEMENT OR RE-BOND INDIRECTLY FABRICATED PREFABRICATED POST & CORE	$0
D2920	RECEMENT OR RE-BOND CROWN	$0
D2921	REATTACHMENT OF TOOTH FRAGMENT	$0
D2930	PREFABRICATED STAINLESS STEEL CROWN - PRIMARY	$0
D2931	PREFABRICATED STAINLESS STEEL CROWN - PERMANENT	$0
D2932	PREFABRICATED RESIN CROWN	$0
D2933	PREFABRICATED STAINLESS STEEL CROWN RESIN WINDOW	$0
D2934	PREFABRICATED ESTHTC COATED STNLESS STEEL CROWN - PRIMARY	$0
D2940	SEDATIVE FILLING	$0
D2941	INTERIM THERAPEUTIC RESTORATION – PRIMARY DENTITION	$0
D2950	CORE BUILDUP INCLUDING ANY PINS	$0
D2951	PIN RETENTION - PER TOOTH ADDITION REST	$0

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ADA	DESCRIPTION	MEMBER PAYS
RESTORATIVE SERVICES		
D2952	POST & CORE ADD CROWN INDIRECT FAB	$0
D2953	EACH ADD INDIRECT FABRICATED POST SAME TOOTH	$0
D2954	PREFABRICATED POST & CORE ADDITION CROWN	$0
D2955	POST REMOVAL	$0
D2957	EACH ADD PREFABR POST - SAME TOOTH	$0
D2960	LABIAL VENEER (RESIN LAMINATE) - DIRECT	$0
D2961	LABIAL VENEER (RESIN LAMINATE) - INDIRECT	$0
D2962	LABIAL VENEER (PORCELAIN LAMINATE) - INDIRECT	$0
D2971	ADDL PROC CUSTOMIZE CROWN TO FIT UNDER XST PART DENTURE	$0
D2975	COPING	$0
D2980	CROWN REPAIR	$0
ENDODONTIC SERVICES		
D3110	PULP CAP - DIRECT	$0
D3120	PULP CAP - INDIRECT	$0
D3220	TX PULPOTOMY - CORONAL DENTNOCEMENTL JUNC	$0
D3221	PULPAL DEBRIDEMENT PRIMARY & PERMAMENT TEETH	$0
D3222	PARTIAL PULPOTOMY	$0
D3230	PULPAL THERAPY - ANTERIOR PRIMARY TOOTH	$0
D3240	PULPAL THERAPY - POSTERIOR PRIMARY TOOTH	$0
D3310	ANTERIOR	$0
D3320	BICUSPID	$0
D3330	MOLAR	$0
D3331	TX RC OBSTRUCTION; NON-SURG ACCESS	$0
D3332	INCMPL ENDO TX;INOP UNRSTR/FX TOOTH	$0
D3333	INTRL ROOT REPAIR PERFORATION DEFEC	$0
D3346	RETX PREVIOUS RC THERAPY - ANTERIOR	$0
D3347	RETX PREVIOUS RC THERAPY - BICUSPID	$0
D3348	RETX PREVIOUS RC THERAPY - MOLAR	$0
D3351	APEXIFICATION/RECALCIFICATION - INITIAL VST	$0
D3352	APEXIFICATION/RECALCIFICATION - INTERIM	$0
D3353	APEXIFICATION/RECALCIFICATION - FINAL VISIT	$0
D3355	PULPAL REGENERATION - INITIAL VISIT	$0
D3356	PULPAL REGENERATION - INTERIM MEDICAMENT REPLACEMENT	$0
D3357	PULPAL REGENERATION - COMPLETION OF TREATMENT	$0
D3410	APICOECTOMY SURG - ANT	$0
D3421	APICOECTOMY SURG-BICUSPID	$0
D3425	APICOECTOMY SURG - MOLAR	$0
D3426	APICOECTOMY SURGERY	$0
D3430	RETROGRADE FILLING - PER ROOT	$0
D3450	ROOT AMPUTATION - PER ROOT	$0
D3471	SURGICAL REPAIR OF ROOT RESORPTION - ANTERIOR	$0
D3472	SURGICAL REPAIR OF ROOT RESORPTION – PREMOLAR	$0
D3473	SURGICAL REPAIR OF ROOT RESORPTION – MOLAR	$0
D3501	SURGICAL EXPOSURE ROOT SURFACE W/OUT APICOECTOMY OR REPAIR ROOT RESORPT-ANTERIOR	$0
D3502	SURGICAL EXPOSURE ROOT SURFACE W/OUT APICOECTOMY OR REPAIR OF ROOT RESORPT–PREMOLAR	$0
D3503	SURGICAL EXPOSURE ROOT SURFACE W/OUT APICOECTOMY OR REPAIR OF ROOT RESORPT–MOLAR	$0
D3910	SURG PROC ISOLAT TOOTH W/RUBBER DAM	$0
D3911	INTRAORIFICE BARRIER	$0
D3920	HEMISECTION NOT INCL RC THERAPY	$0
D3950	CANAL PREP & FIT PREFORMED DOWEL/POST	$0
PERIODONTIC SERVICES		
D4210	GINGIVECTOMY/GINGIVOPLASTY 4/>CNTIG TEETH QUAD	$0
D4211	GINGIVECTOMY/GINGIVOPLASTY 1-3 CNTIG TEETH QUAD	$0
D4240	GINGL FLP 4/>CNTIG/BOUND TEETH QUAD	$0
D4241	GINGL FLP 1-3 CNTIG/BND TEETH QUAD	$0
D4245	APICALLY POSITIONED FLAP	$0
D4249	CLIN CROWN LEN - HARD TISSUE	$0
D4260	OSSEOUS SURG 4/> CNTIG TEETH QUAD	$0
D4261	OSSEOUS SURG 1-3 CNTIG TEETH QUAD	$0
D4263	BONE REPLACEMENT GRAFT – RETAINED NATURAL TOOTH – FIRST SITE IN QUADRANT	$0
D4270	PEDICLE SOFT TISSUE GRAFT PROCEDURE	$0
D4274	MESIAL/DISTAL WEDGE PROCEDURE, SINGLE TOOTH (WHEN NOT PERFORMED IN CONJUNCTION WITH SURGICAL PROCEDURES IN THE SAME ANATOMICAL AREA)	$0
D4277	FREE SOFT TISSUE GRAFT PROCEDURE -1ST TOOTH	$0
D4322	SPLINT–INTRA-CORONAL; NATURAL TEETH OR PROSTHETIC CROWNS	$0
D4323	SPLINT–EXTRA-CORONAL; NATURAL TEETH OR PROSTHETIC CROWNS	$0
D4341	PERIODONTAL SCAL & ROOT PLAN 4/>TEETH-QUAD	$0
D4342	PERIODONTAL SCAL & ROOT PLAN 1-3 TEETH	$0
D4346	SCALING IN PRESENCE OF GENERALIZED MODERATE OR SEVERE GINGIVAL INFLAMMATION – FULL MOUTH, AFTER ORAL EVALUATION	$0
D4355	FULL MOUTH DEBRID COMP PERIODONTAL EVAL & DX	$0
D4381	LOCALIZED DELIVERY OF ANTIMICROBIAL AGENTS VIA A CONTROLLED RELEASE VEHICLE INTO DISEASED CREVICULAR TISSUE, PER TOOTH	$0
D4910	PERIODONTAL MAINTENANCE	$0
D4920	UNSCHEDULED DRESSING CHANGE	$0
D4921	GINGIVAL IRRIGATION WITH A MEDICINAL AGENT–PER QUAD	$0
REMOVABLE PROSTHODONTIC SERVICES		
D5110	COMPLETE DENTURE - MAXILLARY	$0
D5120	COMPLETE DENTURE - MANDIBULAR	$0
D5130	IMMEDIATE DENTURE - MAXILLARY	$0
D5140	IMMEDIATE DENTURE - MANDIBULAR	$0

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ADA	DESCRIPTION	MEMBER PAYS
REMOVABLE PROSTHODONTIC SERVICES		
D5211	MAXILLARY PARTIAL DENTURE - RESIN BASE	$0
D5212	MANDIBULAR PARTIAL DENTURE - RESIN BASE	$0
D5213	MAX PART DENTUR-CAST METL W/RSN	$0
D5214	MAND PART DENTUR- CAST METL W/RSN	$0
D5221	IMMEDIATE MAXILLARY PARTIAL DENTURE – RESIN BASE (INCLUDING RETENTIVE/CLASPING MATERIALS, RESTS AND TEETH)	$0
D5222	IMMEDIATE MANDIBULAR PARTIAL DENTURE – RESIN BASE (INCLUDING RETENTIVE/CLASPING MATERIALS, RESTS AND TEETH)	$0
D5223	IMMEDIATE MAXILLARY PARTIAL DENTURE – CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING RETENTIVE/CLASPING MATERIALS, RESTS AND TEETH)	$0
D5224	IMMEDIATE MANDIBULAR PARTIAL DENTURE – CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING RETENTIVE/CLASPING MATERIALS, RESTS AND TEETH)	$0
D5225	MAXILLARY PARTIAL DENTURE FLEX BASE	$0
D5226	MANDIBULAR PARTIAL DENTURE FLEX BASE	$0
D5227	IMMEDIATE MAXILLARY PARTIAL DENTURE-FLEX BASE	$0
D5228	IMMEDIATE MANDIBULAR PARTIAL DENTURE-FLEX BASE	$0
D5282	REMOVABLE UNILATERAL PARTIAL DENTURE - MAXILLARY	$0
D5283	REMOVABLE UNILATERAL PARTIAL DENTURE - MANDIBULAR	$0
D5284	REMOVABLE UNILATERAL PARTIAL DENTURE – FLEX BASE/QUAD	$0
D5286	REMOVABLE UNILATERAL PARTIAL DENTURE-RESIN/QUAD	$0
D5410	ADJUST COMPLETE DENTURE - MAXILLARY	$0
D5411	ADJUST COMPLETE DENTURE - MANDIBULAR	$0
D5421	ADJUST PARTIAL DENTURE - MAXILLARY	$0
D5422	ADJUST PARTIAL DENTURE - MANDIBULAR	$0
D5511	REPAIR BROKEN COMPLETE DENTURE BASE	$0
D5512	REPAIR BROKEN COMPLETE DENTURE BASE - MAXILLARY	$0
D5520	REPLACE MISSING/BROKEN TEETH - COMPLETE DENTURE	$0
D5611	REPAIR RESIN PARTIAL DENTURE BASE - MANDIBULAR	$0
D5612	REPAIR RESIN PARTIAL DENTURE BASE - MAXILLARY	$0
D5621	REPAIR CAST PARTIAL FRAMEWORK - MANDIBULAR	$0
D5622	REPAIR CAST PARTIAL FRAMEWORK - MAXILLARY	$0
D5630	REPAIR OR REPLACE BROKEN CLASP - PER TOOTH	$0
D5640	REPLACE BROKEN TEETH - PER TOOTH	$0
D5650	ADD TOOTH EXISTING PARTIAL DENTURE	$0
D5660	ADD CLASP EXISTING PARTIAL DENTURE - PER TOOTH	$0
D5670	REPLACE ALL TEETH & ACRYLC FRMEWRK MAXILLARY	$0
D5671	REPLACE ALL TEETH & ACRYLC FRMEWRK MANDIBULAR	$0
D5710	REBASE COMPLETE MAXILLARY DENTURE	$0
D5711	REBASE COMPLETE MANDIBULAR DENTURE	$0
D5720	REBASE MAXILLARY PARTIAL DENTURE	$0
D5721	REBASE MANDIBULAR PARTIAL DENTURE	$0
D5725	REBASE HYBRID PROSTHESIS	$0
D5730	RELINE CMPL MAXIL DENTURE (DIRECT)	$0
D5731	RELINE CMPL MAND DENTURE (DIRECT)	$0
D5740	RELINE MAXIL PART DENTURE (DIRECT)	$0
D5741	RELINE MAND PART DENTURE (DIRECT)	$0
D5750	RELINE CMPL MAXIL DENTURE (INDIRECT)	$0
D5751	RELINE CMPL MAND DENTURE (INDIRECT)	$0
D5760	RELINE MAXIL PART DENTURE (INDIRECT)	$0
D5761	RELINE MAND PART DENTURE (INDIRECT)	$0
D5765	SOFT LINER FOR COMPLETE OR PART REMOVABLE DENTURE–INDIRECT	$0
D5810	INTERIM COMPLETE DENTURE (MAXILLARY)	$0
D5811	INTERIM COMPLETE DENTURE (MANDIBULAR)	$0
D5820	INTERIM PARTIAL DENTURE MAXILLARY	$0
D5821	INTERIM PARTIAL DENTURE MANDIBULAR	$0
D5850	TISSUE CONDITIONING MAXILLARY	$0
D5851	TISSUE CONDITIONING MANDIBULAR	$0
D5863	OVERDENTURE - COMPLETE MAXILLARY	$0
D5864	OVERDENTURE - COMPLETE MANDIBULAR	$0
D5865	OVERDENTURE - PARTIAL MAXILLARY	$0
D5866	OVERDENTURE - PARTIAL MANDIBULAR	$0
D5876	ADD METAL SUBSTRUCTURE TO ACRYLIC FULL DENTURE (PER ARCH)	$0
IMPLANT SERVICES		
D6010	SURGICAL PLACEMENT OF IMPLANT BODY: ENDOSTEAL IMPLANT	$1,950
D6013	SURGICAL PLACEMENT OF A MINI-IMPLANT	$1,950
D6055	DENTAL IMPLANT SUPPORTED CONNECTING BAR	$540
D6056	PREFABRICATED ABUTMENT - INCLUDES MOD AND PLACEMENT	$368
D6057	CUSTOM FAB ABUTMENT - INCLUDES PLACEMENT	$610
D6058	ABUTMENT SUPPORTED PORCELAIN/CERAMIC CROWN	$1,050
D6059*	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL)	$915*
D6060	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (PREDOMINATELY BASE METAL)	$1,050
D6061*	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (NOBLE METAL)	$946*
D6062*	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)	$981*
D6063	ABUTMENT SUPPORTED CAST METAL CROWN (PREDOMINATELY BASE METAL)	$854
D6064*	ABUTMENT SUPPORTED CAST METAL CROWN (NOBLE METAL)	$1,168*
D6065	IMPLANT SUPPORTED PORCELAIN/CERAMIC CROWN	$1,144
D6066*	IMPLANT SUPPORTED CROWN - PORCELAIN FUSED TO HIGH NOBLE ALLOYS	$1,083*

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ADA	DESCRIPTION	MEMBER PAYS
IMPLANT SERVICES		
D6067*	IMPLANT SUPPORTED CROWN - HIGH NOBLE ALLOYS	$962*
D6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN/CERAMIC FPD	$1,026
D6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (HIGH NOBLE METAL)	$1,050
D6070	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (PREDOMINATELY BASE METAL)	$965
D6071*	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (NOBLE METAL)	$984*
D6072*	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (HIGH NOBLE METAL)	$997*
D6073	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (PREDOMINATELY BASE METAL)	$910
D6074*	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (NOBLE METAL)	$967*
D6075	IMPLANT SUPPORTED RETAINER FOR CERAMIC FPD	$1,018
D6076*	IMPLANT SUPPORTED RETAINER FOR FPD - PORCELAIN FUSED TO HIGH NOBLE ALLOYS	$992*
D6077*	IMPLANT SUPPORTED RETAINER FOR METAL FPD - HIGH NOBLE ALLOYS	$962*
D6080	IMPLANT MAINTENANCE PROCEDURES WHEN PROSTHESIS ARE REMOVED AND REINSERTED, INCLUDING CLEANSING OF PROSTHESIES AND ABUTMENTS	$55
D6081	SCALING AND DEBRIDEMENT IN THE PRESENCE OF INFLAMMATION OR MUCOSITIS OF A SINGLE IMPLANT, INCLUDING CLEANING OF THE IMPLANT SURFACES, WITHOUT FLAP ENTRY AND CLOSURE	$0
D6082	IMPLANT SUPPT CROWN-PORCELAIN FUSED TO PREDOM. BASE ALLOYS	$1,083
D6083	IMPLANT SUPPT CROWN-PORCELAIN FUSED TO NOBLE ALLOYS	$1,083
D6084	IMPLANT SUPPT CROWN-PORCELAIN FUSED TO TITANIUM/TITANIUM ALLOYS	$1,083
D6086	IMPLANT SUPPT CROWN-PREDOM. BASE ALLOYS	$962
D6087	IMPLANT SUPPT CROWN-NOBLE ALLOYS	$962
D6088	IMPLANT SUPPT CROWN-TITANIUM/TITANIUM ALLOYS	$962
D6090	REPAIR IMPLANT SUPPORTED PROSTHESIS, BY REPORT	$135
D6091	REPLCMT OF REPLCEABLE PART OF SEMI-PRECISION/PRECISION ATTCHMT OF IMPLANT/ABUTMENT SUPPT PROSTHESIS, PER ATTCHMT	$410
D6092	RECEMENT OR RE-BOND IMPLANT/ABUTMENT SUPPORTED CROWN	$79
D6093	RECEMENT OR RE-BOND IMPLANT/ABUTMENT SUPPORTED FIXED PARTIAL DENTURE	$124
D6094*	ABUTMENT SUPPORTED CROWN - TITANIUM AND TITANIUM ALLOYS	$810*
D6095	REPAIR IMPLANT ABUTMENT, BY REPORT	$55
D6096	REMOVE BROKEN IMPLANT RETAINING SCREW	$0
D6097	ABUTMENT SUPPT CROWN-PORCELAIN FUSED TO TITANIUM/TITANIUM ALLOYS	$915
D6098	IMPLANT SUPPT RETAINER-PORCELAIN FUSED TO PREDOM. BASE ALLOYS	$992
D6099	IMPLANT SUPPT RETAINER FOR FPD-PORCELAIN FUSED TO NOBLE ALLOYS	$992
D6100	SURGICAL REMOVAL OF IMPLANT BODY	$600
D6101	DEBRIDEMENT PERI IMPLANT DEFECT OR DEFECTS SURROUNDING A SINGLE IMPLANT	$0
D6102	DEBRIDEMENT & OSSEOUS PERI IMPLANT DEFECT OR DEFECTS SURROUNDING A SINGLE IMPLANT	$0
D6103	BONE GRAFT FOR REPAIR OF PERI IMPLANT DEFECT	$350
D6104	BONE GRAFT IMPLANT REPLACEMENT	$0
D6105	REMVL OF IMPLANT BODY NOT REQUIR BONE REMVL/FLAP ELEVATION	$0
D6110	IMPLANT /ABUTMENT SUPPORTED REMOVABLE DENTURE FOR EDENTULOUS ARCH – MAXILLARY	$1,840
D6111	IMPLANT/ABUTMENT SUPPORTED REMOVABLE DENTURE FOR EDENTULOUS ARCH – MANDIBULAR	$1,840
D6112	IMPLANT/ABUTMENT SUPPORTED REMOVABLE DENTURE FOR PARTIALLY EDENTULOUS ARCH – MAXILLARY	$1,840
D6113	IMPLANT/ABUTMENT SUPPORTED REMOVABLE DENTURE FOR PARTIALLY EDENTULOUS ARCH – MANDIBULAR	$1,840
D6118	IMPLANT/ABUTMENT SUPPORTED INTERIM FIXED DENTURE FOR EDENTULOUS ARCH - MANDIBULAR	$0
D6119	IMPLANT/ABUTMENT SUPPORTED INTERIM FIXED DENTURE FOR EDENTULOUS ARCH - MAXILLARY	$0
D6120	IMPLANT SUPPT RETAINER-PORCELAIN FUSED TO TITANIUM/TITANIUM ALLOYS	$992
D6121	IMPLANT SUPPT RETAINER FOR METAL FPD-PREDOM. BASE ALLOYS	$962
D6122	IMPLANT SUPPT RETAINER FOR METAL FPD-NOBLE ALLOYS	$962
D6123	IMPLANT SUPPT RETAINER FOR METAL FPD-TITANIUM/TITANIUM ALLOYS	$962
D6190	RADIOGRAPHIC/SURGICAL IMPLANT INDEX, BY REPORT	$265
D6191	SEMI-PRECISION ABUTMENT – PLACEMENT	$368
D6192	SEMI-PRECISION ATTACHMENT – PLACEMENT	$368
D6194	ABUTMENT SUPPORTED RETAINER CROWN FOR FPD - TITANIUM AND TITANIUM ALLOYS	$835
D6195	ABUTMENT SUPPT RETAINER-PORCELAIN FUSED TO TITANIUM/TITANIUM ALLOYS	$1,050
D6197	REPLCMNT OF RESTOR MATERIAL TO CLOSE ACCESS OPENING OF SCREW-RETAIN IMPLANT SUPPT PROSTHESIS, PER IMPLANT	$0
FIXED PROSTHODONTIC SERVICES		
D6205	PONTIC- INDIRECT RESIN BASED COMPOSITE	$0
D6210*	PONTIC - CAST HIGH NOBLE METAL	$0*
D6211	PONTIC - CAST PREDOM BASE METAL	$0
D6212*	PONTIC - CAST NOBLE METAL	$0*
D6214*	PONTIC - TITANIUM AND TITANIUM ALLOYS	$0*

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ADA	DESCRIPTION	MEMBER PAYS
FIXED PROSTHODONTIC SERVICES		
D6240*	PONTIC - PORCELAIN FUSED HI NOBLE METAL	$0*
D6241	PONTIC - PORCELAIN FUSED PREDOM BASE METAL	$0
D6242*	PONTIC - PORCELAIN FUSED NOBLE METAL	$0*
D6243	PONTIC-PORCELAIN FUSED TO TITANIUM/TITANIUM ALLOYS	$0
D6245	PONTIC - PORCELAIN/CERAMIC	$0
D6250*	PONTIC - RESIN W/HIGH NOBLE METAL	$0*
D6251	PONTIC RESIN W/PREDOM BASE METAL	$0
D6252*	PONTIC RESIN W/NOBLE METAL	$0*
D6253	INTERIM PONTIC–FURTHER TREATMT/COMPLT OF DIAG PRIOR TO FINAL IMPRESSION	$0
D6545	RETAINER - CASE METAL FOR RESIN FIXED PROSTHESIS	$0
D6548	RETAINER - PORCELAIN CERAMIC FOR RESIN BONDED FIXED PROSTHESIS	$0
D6549	RESIN RETAINER – FOR RESIN BONDED FIXED PROSTHESIS	$0
D6600	RETAINER INLAY - PORCELAIN/CERAMIC 2 SURFACES	$0
D6601	RETAINER INLAY - PORCELAIN/CERAMIC 3/MORE SURFACES	$0
D6602*	RETAINER INLAY - CAST HI NOBLE METAL 2 SURFACES	$0*
D6603*	RETAINER INLAY - CAST HI NOBLE METAL 3/> SURFACES	$0*
D6604	RETAINER INLAY - CAST PREDOM BASE METAL 2 SURFACES	$0
D6605	RETAINER INLAY - CAST PREDOM BASE METAL 3/>SURFACES	$0
D6606*	RETAINER INLAY - CAST NOBLE METAL 2 SURFACES	$0*
D6607*	RETAINER INLAY - CAST NOBLE METAL 3/MORE SURFACES	$0*
D6608	RETAINER ONLAY - PORCELAIN/CERAMIC 2 SURFACES	$0
D6609	RETAINER ONLAY - PORCELAIN/CERAMIC 3/MORE SURFACES	$0
D6610*	RETAINER ONLAY - CAST HI NOBLE METAL 2 SURFACES	$0*
D6611*	RETAINER ONLAY - CAST HI NOBLE METAL 3/> SURFACES	$0*
D6612	RETAINER ONLAY - CAST PREDOM BASE METAL 2 SURFACES	$0
D6613	RETAINER ONLAY - CAST PREDOM BASE METAL 3/>SURFACES	$0
D6614*	RETAINER ONLAY - CAST NOBLE METAL 2 SURFACES	$0*
D6615*	RETAINER ONLAY - CAST NOBLE METAL 3/MORE SURFACES	$0*
D6624*	RETAINER INLAY - TITANIUM	$0*
D6634*	RETAINER ONLAY - TITANIUM	$0*
D6710	RETAINER CROWN - INDIRECT RESIN BASED COMPOSITE	$0
D6720*	RETAINER CROWN - RESIN WITH HIGH NOBLE METAL	$0*
D6721	RETAINER CROWN - RESIN PREDOMINANTLY BASE METAL	$0
D6722*	RETAINER CROWN - RESIN WITH NOBLE METAL	$0*
D6740	RETAINER CROWN - PORCELAIN/CERAMIC	$0
D6750*	RETAINER CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	$0*
D6751	RETAINER CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	$0
D6752*	RETAINER CROWN - PORCELAIN FUSED TO NOBLE METAL	$0*
D6753	RETAINER CROWN-PORCELAIN FUSED TO TITANIUM/TITANIUM ALLOYS	$0
D6780*	RETAINER CROWN - 3/4 CAST HIGH NOBLE METAL	$0*
D6781	RETAINER CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	$0
D6782*	RETAINER CROWN - 3/4 CAST NOBLE METAL	$0*
D6783	RETAINER CROWN - 3/4 PORCELAIN/CERAMIC	$0
D6784	RETAINER CROWN - 3/4 TITANIUM/TITANIUM ALLOYS	$0
D6790*	RETAINER CROWN - FULL CAST HIGH NOBLE METAL	$0*
D6791	RETAINER CROWN - FULL CAST PREDOMINANTLY BASE METAL	$0
D6792*	RETAINER CROWN - FULL CAST NOBLE METAL	$0*
D6794*	RETAINER CROWN - TITANIUM AND TITANIUM ALLOYS	$0*
D6930	RECEMENT OR RE-BOND FIXED PARTIAL DENTURE	$0
D6940	STRESS BREAKER	$0
D6980	FIXED PARTIAL DENTURE REPAIR, BY REPORT	$0
ORAL SURGERY SERVICES		
D7111	XTRCT CORONAL REMNANTS PRIMARY TOOTH	$0
D7140	EXTRAC ERUPTED TOOTH/EXPOSED ROOT	$0
D7210	EXTRACTION, ERUPTED TOOTH REQUIRING REMOVAL OF BONE AND/OR SECTIONING OF TOOTH, AND INCLUDING ELEVATION OF MUCOPERIOSTEAL FLAP IF INDICATED	$0
D7220	REMOVAL IMPACT TOOTH - SOFT TISSUE	$0
D7230	REMOVAL IMPACT TOOTH - PARTLY BONY	$0
D7240	REMOVAL IMPACTED TOOTH - COMPLETELY BONY	$0
D7241	REMOVAL IMPACTED TOOTH - COMPLETELY BONY W/SURG COMP	$0
D7250	REMOVAL OF RESIDUAL TOOTH ROOTS (CUTTING PROCEDURE)	$0
D7261	PRIMARY CLOSURE OF A SINUS PERFORATION	$0
D7270	TOOTH REIMPLANTATION AND/OR STABILIZATION ACCIDENTLY DISPLACED	$0
D7280	EXPOSURE OF AN UNERUPTED TOOTH	$0
D7282	MOBILIZATION OF ERUPTED OR MALPOSITIONED TOOTH TO AID ERUPTION	$0
D7285	INCISIONAL BIOPSY OF ORAL TISSUE HARD	$0
D7286	INCISIONAL BIOPSY OF ORAL TISSUE SOFT	$0
D7287	EXTOLIATIVE CYTOLOGICAL SAMPLE COLLECTION	$0
D7288	BRUSH BIOPSY	$0
D7290	SURGICAL REPOSITIONING OF TEETH	$0
D7310	ALVEOLOPLASTY W/EXT 4/> TEETH/SPACE	$0
D7311	ALVEOLOPLASTY CONJNC XTRCT 1-3 TEETH	$0
D7320	ALVEOLOPLASTY NO EXT 4/> TEETH/SPAC	$0
D7321	ALVEOLOPLASTY NOT W/XTRCT 1-3 TEETH	$0

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ADA	DESCRIPTION	MEMBER PAYS
ORAL SURGERY SERVICES		
D7340	VESTIBULOPLASTY - RIDGE EXTENSION (SECONDARY EPITHELIALIZATION)	$0
D7350	VESTIBULOPLASTY - RIDGE EXTENSION (INCLUDING SOFT TISSUE GRAFTS, MUSCLE REATTACHMENT, REVISION OF SOFT TISSUE ATTACHMENT	$0
D7450	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER UP TO 1.25 CM	$0
D7451	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER GREATER THAN 1.25 CM	$0
D7460	REMOVAL OF BENIGN NONODONTOGENIC CYST OR TUMOR - LESION DIAMETER UP TO 1.25 CM	$0
D7461	REMOVAL OF BENIGN NONODONTOGENIC CYST OR TUMOR - LESION DIAMETER GREATER THAN 1.25 CM	$0
D7471	REMOVAL OF LATERAL EXOSTOSIS	$0
D7472	REMOVAL OF TORUS PALATINUS	$0
D7473	REMOVAL OF TORUS MANDIBULARIS	$0
D7485	REDUCTION OF OSSEOUS TUBEROSITY	$0
D7509	MARSUPIALIZATION OF ODONTOGENIC CYST	$0
D7510	I & D ABSCESS - INTRAORAL SOFT TISSUE	$0
D7511	I & D ABSCESS - INTRAORAL SOFT TISS COMPLICATED	$0
D7520	I & D OF ABSCESS EXTRAORAL SOFT TISSUE	$0
D7521	I & D OF ABSCESS EXTRAORAL COMPLICATED	$0
D7530	REMOVAL OF FOREIGN BODY - SKIN SUBCUTANEOUS	$0
D7961	BUCCAL / LABIAL FRENECTOMY (FRENULECTOMY)	$0
D7962	LINGUAL FRENECTOMY (FRENULECTOMY)	$0
D7963	FRENULOPLASTY	$0
D7970	EXC HYPERPLASTIC TISSUE-PER ARCH	$0
D7971	EXCISION OF PERICORONAL GINGIVA	$0
D7972	SURGICAL RDUC FIBROUS TUBEROSITY	$0
ADJUNCTIVE GENERAL SERVICES		
D9110	PALLIATIVE TREATMENT OF DENTAL PAIN – PER VISIT	$0
D9120	FIXED PARTIAL DENTURE SECTIONING	$0
D9210	LOCAL ANESTHESIA NOT IN CONJUNCTION WITH OPERATIVE OR SURGICAL PROCEDURES	$0
D9211	REGIONAL BLOCK ANESTHESIA	$0
D9212	TRIGEMINAL DIVISION BLOCK ANES	$0
D9215	LOCAL ANESTHESIA	$0
D9219	EVALUATION FOR DEEP SEDATION OR GENERAL ANESTHESIA	$0
D9222	DEEP SEDATION/GENERAL ANESTHESIA - FIRST 15 MINUTES	$0
D9223	DEEP SEDATION/GENERAL ANESTHESIA - EACH 15 MINUTE INCREMENT	$0
D9230	ANALGESIA ANXIOLYSIS, INHALATION OF NITROUS OXIDE	$0
D9239	INTRAVENOUS MODERATE (CONSCIOUS) SEDATION/ANESTHESIA - FIRST 15 MINUTES	$0
D9243	INTRAVENOUS MODERATE (CONSCIOUS) SEDATION/ANALGESIA - EACH 15 MINUTE INCREMENT	$0
D9248	NON-INTRAVENOUS (CONSCIOUS) SEDATION, THIS INCLUDES NON-IV MINIMAL AND MODERATE SEDATION	$0
D9310	CNSLT DX DENT/PHY NOT REQ DENT/PHY	$0
D9430	OV OBS - NO OTH SERVICES PERFORMED	$0
D9440	OV-AFTER REGULARLY SCHEDULED HRS	$0
D9930	TREATMENT OF COMPLICATIONS - POST SURG.	$0
D9943	OCCLUSAL GUARD ADJUSTMENT	$0
D9944	OCCLUSAL GUARD - HARD APPLIANCE, FULL ARCH	$0
D9945	OCCLUSAL GUARD - SOFT APPLIANCE, FULL ARCH	$0
D9946	OCCLUSAL GUARD - HARD APPLIANCE, PARTIAL ARCH	$0
D9951	OCCLUSAL ADJUSTMENT - LIMITED	$0
D9952	OCCLUSAL ADJUSTMENT - COMPLETE	$0
D9972	EXTERNAL BLEACHING - PER ARCH PERFORMED IN OFFICE	$125
D9995	TELEDENTISTRY - SYNCHRONOUS; REAL TIME ENCOUNTER	$0
D9996	TELEDENTISTRY - ASYNCHRONOUS; INFORMATION STORED AND FORWARDED TO DENTIST FOR SUBSEQUENT REVIEW	$0
ORTHODONTIC SERVICES		
D8070	COMPREHENSIVE ORTHODONTIC TREATMENT TRANSITIONAL DENTITION)	$750
D8080	COMPREHENSIVE ORTHODONTIC TREATMENT ADOLESCENT DENTITION	$750
D8090	COMPREHENSIVE ORTHODONTIC TREATMENT ADULT DENTITION	$750
D8670	PERIODIC ORTHODONTIC TREATMENT VISIT	$0
D8680	ORTHODONTIC RETENTION (REMOVAL OF APPLIANCES, CONSTRUCTION AND PLACEMENT OF RETAINERS)	$150
D8695	REMOVAL OF FIXED ORTHODONTIC APPLIANCES FOR REASONS OTHER THAN COMPLETION OF TREATMENT	$75
D8999	a START-UP FEE (INCLUDING EXAM, BEGINNING RECORDS, X-RAYS,TRACING, PHOTOS, AND MODELS)	$350

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For additional coverage details and to locate a dentist please visit myuhc.com® or contact Customer Service.

*If a noble, high noble or titanium metal is used, there will be an additional charge not to exceed $150 per unit. If a base metal is used, there are no additional charges from the provider.

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UnitedHealthcare/Select Managed Care dental exclusions and limitations

LIMITATIONS OF BENEFITS

The following are the limitation of benefits, unless otherwise specifically listed as a covered benefit on this Plan's Schedule of Benefit

1.	DENTAL PROPHYLAXIS	Limited to 1 time per 6 months
2.	FLUORIDE TREATMENTS	Limited to 1 time per 6 months
3.	INLAYS, ONLAYS, AND VENEERS	Restorations - Limited to 1 time per tooth per 5 years. Covered only when a filing cannot restore the tooth.
4.	CROWNS	Restorations - Limited to 1 time per tooth per 5 years. Covered only when a filing cannot restore the tooth.
5.	POST AND CORES	Covered only for teeth that have had root canal therapy.
6.	SCALING AND ROOT PLANING	Limited to 4 quadrants per calendar year.
7.	REPLACEMENT OF COMPLETE DENTUR FIXED OR REMOVABLE PARTIAL DENTURES, CROWNS, INLAYS OR ONLAYS AND IMPLANTS, IMPLANT CROWNS, IMPLANT PROTHESIS	Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays, onlays, and implants, implant crowns, implant prosthesis previously submitted for payment under the plan is limited to 1 time per tooth per consecutive 60 months from initial or supplemental placement. This includes retainers, habit appliances, and any fixed or removable interceptive orthodontic appliances. If damage or breakage was directly related to provider error, this type of replacement is the responsibility of the Dentist. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
8.	INTRAORAL BITEWING RADIOGRAPHS	Limited to 1 series of 4 films in any 6 month period
9.	STAINLESS STEEL CROWNS	Limited to 1 time per tooth per 60 Months. Covered only when a filing cannot restore the tooth. Prefabricated esthetic coated stainless steel crown - primary tooth, are limited to primary anterior teeth.
10.	ADJUSTMENTS TO FULL DENTURES, PARTIAL DENTURES, BRIDGES OR CROWNS	Limited to repairs or adjustments performed more than 6 months after the initial insertion.
11.	INTRAVENOUS SEDATION OR GENERAL ANESTHESIA	Administration of I.V. sedation or general anesthesia is limited to covered oral surgical procedures involving 1 or more impacted teeth (soft tissue, partial bony or complete bony impactions).
12.	ALL SPECIALTY REFERRAL SERVICES MUST BE	(A) Pre-Authorized by us; and (B) Coordinated by a Covered Person's Participating Dentist. Any Covered Person who elects specialist care without prior referral by his or her Participating Dentist and approval by us is responsible for all charges incurred. • In order for specialty services to be Covered by this plan, the following referral process must be followed: • A Covered Person's Participating Dentist must coordinate all Dental Services. • When the care of a Network Specialist Dentist is required, the Covered Person's Participating Dentist must contact us and request authorization. • If the Participating Dentist request for specialist referral is denied, the Participating Dentist and the Covered Person will be notified of the reason for the denial. If the service in question is a Covered service, and no limitations or exclusions apply, the Participating Dentist may be asked to perform the service. • Covered Person who receives authorized specialty services must pay all applicable Copayments associated with the services provided. When we authorize specialty dental care, a Covered Person will be referred to a Network Specialist Dentist for treatment. The Network includes Network Specialist Dentists in: (a) endodontics; (b) oral surgery; (c) pediatric dentistry; and (d) orthodontics; and (e) periodontics, located in the Covered Person's Service Area. If there is no Network Specialist Dentist in the Covered Person's Service Area, we will refer the Covered Person to a Non-Participating Specialist of our choice. Except for Emergency Dental Services, in no event will we cover dental care provided to a Covered Person by a specialist not preauthorized by us to provide such services. • Covered Person's fi nancial responsibility is limited to applicable Copayments. Copayments are listed in the Covered Person's Schedule of Covered Dental Services.
13.	PERIODONTAL MAINTENANCE PROCEDURES	Limited to once every 6 months, following active therapy, exclusive of gross debridement
14.	REMOVABLE PROSTHETICS/FIXED PROSTHETICS/CROWNS, INLAYS AND ONLAYS (MINOR RESTORATIVE SERVICES)	Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per 5 years from initial or supplemental placement
15.	CROWNS, FIXED BRIDGES, AND IMPLANTS	The maximum benefit within a 12-month period is any combination of 7 crowns or pontics (artificial teeth that are part of a fixed bridge). If more than 7 crowns and/or pontics are done for a Member within a 12-month period, the dentist's fee for any additional crowns within that period would not be limited to the listed Copayment, but instead can reflect the Dentist's Billed Changes.
16.	ADJUNCTIVE	Pre-Diagnostic Test that aids in detection of mucosal abnormalities including premalignant and malignant lesion, not to include cytology or biopsy procedures - Limited to 1 time per year, to Covered Persons over the age of 30.
17.	INTRAORAL	Complete Series (including bitewings) - Limited to 1 time in any 2-year period
18.	TEMPORARY CROWNS	Restorations - Limited to 1 time per tooth per 5 years. Covered only when a filing cannot restore the tooth.
19.	CONE BEAM	Limited to 1 time per consecutive 60 months.

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LIMITATIONS OF BENEFITS

The following are the limitation of benefits, unless otherwise specifically listed as a covered benefit on this Plan's Schedule of Benefit

EXCLUSIONS OF BENEFITS

The following procedures and services are excluded and not Covered Services, unless otherwise specifically listed as a covered benefit on this Plan's Schedule of Benefits:

1.	Dental Services that are not Necessary.
2.	Any service done for cosmetic purposes that is not listed as a Covered cosmetic service in the Schedule of Covered Dental Services.
3.	Any Dental Procedure not directly associated with dental disease.
4.	Any implant procedures performed which are not listed as Covered implant procedures in the Schedule of Covered Dental Services.
5.	Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
6.	Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
7.	Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Anomalies of hard or soft tissue, including excision.
8.	Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including that related to the temporomandibular joint). No Coverage is provided for orthognathic surgery, jaw alignment, or treatment for the temporomandibular joint.
9.	Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
10.	Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
11.	Dental Services otherwise Covered under the Policy, but rendered after the date individual Coverage under the Policy terminates, including Dental Services for dental conditions arising prior to the date individual Coverage under the Policy terminates.
12.	Dental Services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.
13.	Any Dental Services or Procedures not listed in the Schedule of Covered Dental Services.
14.	Costs for non-dental services related to the provision of dental services in hospitals, extended care facilities, or Member's home are not covered. When deemed necessary by the Primary Care Dentist, the Member's physician, and authorized by the Plan, covered dental services that are delivered in an inpatient or outpatient hospital setting are covered as indicated in the Schedule of Benefits.
15.	Any endodontic, periodontal, crown or bridge abutment procedure or appliance requested, recommended or performed for a tooth or teeth with a guarded, questionable or poor prognosis.
16.	Replacement of a lost, missing or stolen appliance or prosthesis or the fabrication of a spare appliance or prosthesis.
17.	Any Covered Person request for: (a) specialist services or treatment which can be routinely provided by a Participating Dentist; or (b) treatment by a specialist without referral from a Participating Dentist and our approval.
18.	Any Dental Procedure not performed in a dental setting. This will not apply to Covered Emergency Dental Services.
19.	Fixed or removable prosthodontic restoration procedures or implant services for complete oral rehabilitation or reconstruction.
20.	Services for injuries or conditions covered by Worker's Compensation or employer liability laws, and services that are provided without cost to the Covered Person by any municipality, county, or other political subdivision. This exclusion does not apply to any services covered by Medicaid or Medicare
21.	Treatment which requires the services of a pediatric specialist, after the Covered Person's 6th birthday.

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EXCLUSIONS OF BENEFITS

The following procedures and services are excluded and not Covered Services, unless otherwise specifically listed as a covered benefit on this Plan's Schedule of Benefits:

22. Orthodontic Exclusions & Limitations

If you require the services of an orthodontist, a referral must first be obtained. If a referral is not obtained prior to the commencement of orthodontic treatment, the Covered Person will be responsible for all costs associated with any orthodontic treatment. Orthodontic services Copayments are valid for authorized services rendered. If you terminate Coverage after the start of orthodontic treatment, you will be responsible for any additional charges incurred for the remaining orthodontic treatment.

Orthodontic Exclusions:

a) Replacement or repair of lost, stolen or broken appliances or appliances damaged due to the neglect of the Covered Person
b) Treatment in progress prior to the effective date of this coverage
c) Extractions required for orthodontic purposes
d) Surgical orthodontics or jaw repositioning
e) Myofunctional therapy
f) Cleft palate
g) Micrognathia
h) Macroglossia
i) Hormonal imbalances
j) Orthodontic retreatment when initial treatment was rendered under this plan or for changes in orthodontic treatment necessitated by any kind of treatment of accident
k) Palatal expansion appliances
l) Services performed by outside laboratories

Orthodontic Limitations:

1. If a treatment plan is for less than 24 months, then a prorated portion of the full copayment shall apply.
2. If Covered Person's dental eligibility ends, for whatever reason, and the Covered Person is receiving orthodontic treatment under the plan, the remaining cost for that treatment will be prorated at the orthodontist's usual fees over the number of months of treatment remaining. The Covered Person will be responsible for the payment of this balance under the terms and conditions pre-arranged with the orthodontist.
3. If the Covered Person has the orthodontist perform a "diagnostic work-up" (a consultation and diagnosis) and then decides to forgo the treatment program, the Covered Person will be charged a $50 consultation fee, plus any lab costs incurred by the orthodontist.
4. One orthodontic benefit under this plan is available per lifetime, per Covered Person. A Covered Person may access this Comprehensive Orthodontic Treatment. If comprehensive treatment is necessary, and is completed within a 24 month period, the Copayments listed will apply. If necessary and active treatment extends beyond 24 months, the provider is obligated to accept the plan Copayment only for the first 24 months of active therapy. The provider may charge usual and customary fees for active treatment extending beyond the 24 month benefit period.

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Group Policy(ies) Cover Sheet

This Group Policy(ies) ("Policy" “Policies”) is/are entered into by and between Dental Benefit Providers of California, Inc. and the "Enrolling Group," as described in Exhibit 1.

When we use the words "we," "us," and "our" in this document, we are referring to Dental Benefit Providers of California, Inc.

We agree to provide Benefits for Covered Health Services set forth in each Policy, including the applicable Certificate of Coverage (Exhibit 1), subject to the terms, conditions, exclusions, and limitations of the applicable Policy.

Each Policy replaces and overrules any previous agreements relating to Benefits for Covered Health Services between the Enrolling Group and us. The terms and conditions of each Policy shall in turn be overruled by those of any subsequent agreements relating to Benefits for Covered Health Services between the Enrolling Group and us.

We shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Enrolling Group's benefit plan. We shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

Each Policy shall become effective on the date specified in Exhibit 1, and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination conditions of the applicable Policy as provided herein or applicable terms and conditions listed in Request for Proposal or agreement between Enrolling Group and us.

Each Policy is issued as described in Exhibit 1.

Issued By: Dental Benefit Providers of California, Inc.



_____

Name: Carlos Guzman

Title:_Strategic Account Executive_____

Accepted By:

_____
Enrolling Group Representative

_____ Date

Approved As To Form



Nov 9, 2023

Stacey Sandoval, Executive Director
Risk Management

EXHIBIT 1

A. Policy Contents

1. All of the health services and provisions in the Certificate(s) of Coverage (shown below), Amendments and Riders, issued for the Enrolling Group are included and made part of the Policies.

2. The Certificate(s) of Coverage, Amendments and Riders, each identified by document number, and the effective date(s) of the Certificate(s) of Coverage, Amendments and Riders are shown below. The effective date is the date that the Benefits and provisions of the Certificate(s) of Coverage, Amendments and Riders are to be included in the Policy.

Documents	Document Number	Effective Date
DBP of CA Group Policy	1431052	1/1/2024
DBP of CA Group COC	1429703	1/1/2024
DBP of CA Group COC	1429703	1/1/2024

B. Additional Understanding between Enrolling Group and Dental Benefit Providers of California, Inc.

1. Both the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge that the following sentence shall be included at the end of the paragraph in "Article 3.3" of Article 3 of the policy:

"In the event there is any increase in premium tax, guarantee or uninsured fund assessment or other governmental charges relating to or calculated in regard to Premium such increase will be added to the Premium upon 30 business days prior notice."

The parties agree that these terms are consistent with the terms of any applicable original Request for Proposal as well as agreements reached during the sales process.

2. Both the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge that "Article 3.4" of Article 3 of the policy read as follows:

"3.4 Payment of the Contract Charge
The Contract Charge is payable in advance by the Enrolling Group to the Company as described in Exhibit 1. The first Contract Charge is due and payable on the effective date of the Contract. Subsequent Contract Charges are due and payable no later than the first day of each period thereafter that the Contract is in effect.

A late payment charge will be assessed for any Contract Charge not received by the last day of the Grace Period. A service charge will be assessed for any non-sufficient-fund check received in payment of the Contract Charge. All Contract Charge payments will be accompanied by supporting documentation that states the names of the Covered Persons for whom payment is made.

The Enrolling Group will reimburse the Company for reasonable attorney's fees and any other costs related to collecting delinquent Contract Charges."

The parties agree that these terms are consistent with the terms of any applicable original Request for Proposal as well as agreements reached during the sales process.

3. Both the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge that "Article 5.1 E and F" of Article 5 of the policy are reciprocal conditions for the parties.

The parties agree that these terms are consistent with the terms of any applicable original Request for Proposal as well as agreements reached during the sales process.

4. Both the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge that "the first sentence of Article 6.6" of Article 6 of the policy shall read:

The Enrolling Group will furnish the Company with all information and proofs which the Company may reasonably require with regard to any matters pertaining to this Contract within 31 business days."

5. In the policy, for Section 1 – Definitions – **"Dependent**", both parties the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge that the definition of Dependent shall read (1.) the Subscriber's legal spouse. All references to the spouse of a Subscriber shall include a Domestic Partner; or (2.) a dependent child (including a natural child of Subscriber or Subscriber's spouse, stepchild of Subscriber, a legally adopted child of Subscriber, a child lawfully placed for legal adoption with Subscriber, child of Subscriber subject to Qualified Medical Child Support Order or a child placed in the permanent legal guardianship of the Subscriber.)

6. In the policy for Section 1 – Definitions – "Domestic Partnership," both parties the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge that the definition of Domestic Partnership shall read: **Registered Domestic Partner** - A person of the opposite or same sex with whom the Subscriber has established a Registered Domestic Partnership, who has filed a Declaration of Domestic Partnership with the California Secretary of State, or by validly forming a legal union in a jurisdiction other than California consistent with the requirements of the Family Code Section.

In addition the following change has been agreed to be made:

a) **Registered Domestic Partnership** - A relationship between the Subscriber and one other person of the opposite or same sex, as defined by California Family Code, who has filed a Declaration of Domestic Partnership with the California Secretary of State, or by validly forming a legal union in a jurisdiction other than California consistent with the requirements of Family Code Section.

6. In the policy for Section 1 – Definitions – "**Eligible Person,**" both parties the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge that the definition of Eligible Person shall read: an employee of the Enrolling Group or other person whose connection with the Enrolling Group meets the eligibility requirements.

7. In the policy for Section 3.2 "Extended Coverage for Handicapped Dependent Children," both parties the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge Extended Coverage for Handicapped Dependent Children shall read: Coverage of an unmarried Enrolled Dependent or Enrolled Dependent not in a domestic partnership, who is incapable of self-support because of a physically or mentally disabling injury, illness or condition, will be continued beyond the age listed under the definition of Dependent provided that:

A. the Enrolled Dependent is incapable of self-sustaining employment and is chiefly dependent upon the Subscriber for support and maintenance;

8. In the policy for Section 7.2 "Continuation Coverage Under Federal Law," both parties the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge the addition of the following language highlighted in bold: A Subscriber's former spouse or **"former domestic partner."**

9. In the policy for Section 7.3 "Qualifying Events for Continuation Coverage Under Federal Law," both parties the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge the addition of the following language highlighted in bold to Subsection C: Divorce, legal separation "**or termination of Domestic Partnership of the Subscriber."**

10. In the policy for Section 7.5 "Terminating Events for Continuation Coverage Under Federal Law," both parties the Enrolling Group and Dental Benefit Providers of California, Inc. acknowledge the addition of the following language highlighted in bold to Subsection B: Thirty-six months from the date of the Qualifying Event for an Enrolled Dependent whose Coverage ended because of the death of the Subscriber, divorce, legal separation **or termination of Domestic Partnership** of the Subscriber

The parties agree that these terms are consistent with the terms of any applicable original Request for Proposal as well as agreements reached during the sales process.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-26

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Update to Legal Services Firms for 2023/24

ITEM DESCRIPTION: Included in the Board binders is an update to the 2023/24 Approved Legal Firms list due to a firm bifurcating. The list includes the firm name, location, and the 2023/24 attorney hourly rate(s). Representation agreements with these firms are available for review upon request from the office of the Chief Financial Officer.

The district seeks legal advice and representation in the areas of labor relations, personnel, magnet and charter schools, risk management, workers' compensation, special education, facilities, fiscal governance, purchasing and contracting, and general legal services. Although the district does not regularly utilize the services of all the firms, they are on the list based on their expertise, which may be required in the future, or because they requested to be.

Approval of the representative agreements will allow the district to continue to utilize the services on an as-needed basis to support programs and operations.

FINANCIAL SUMMARY: Sufficient funds are available in the 2023/24 budget in the Unrestricted General Fund, Workers' Compensation Fund, and Liability Fund.

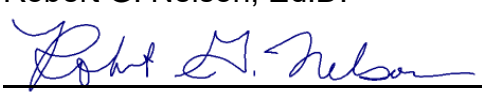
PREPARED BY: Patrick Jensen

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer



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



Fresno Unified School District
2023/24 Approved Legal Firms
December 06, 2023 A-25

	Legal Firm Name	Location	Speciality	2022/23 Rates	2023/24 Rates
1	Abbott & Kindermann	Sacramento	Land Use/Real Estate	$142.50 - $342	$142.50 - $356.25
2	Albert & Mackenzie	Fresno	Workers' Compensation	$135 - $170	$135 - $170
3	Atkinson, Andelson, Loya, Ruud & Romo	Frenso	Full-Service	$285 - $335	$295 - $340
4	Bradford & Barthel, LLP	Fresno	Workers' Compensation	$152 - $171	$195
5	Bruce J. Berger Law Firm, Inc.	Clovis	General/Defense	$185-$200	$185 - $215
6	Creede Blyth Law	Fresno	Special Education/ Facilities/General Legal	N/A	$175 - $290
7	Maree Sneed DBA Education Lawyer, LLC	Potomac, Maryland	Education Law	$400	$400
8	Fagen, Friedman & Fulfrost	Fresno	Human Resources	$245 - $255	$245 - $280
9	Fresno County Superintendent of Schools	Fresno	General Legal	$150	$150
10	Hanna, Brophy, MacLean, McAleer & Jensen, LLP	Fresno	Workers' Compensation	$175 - $190	$175-$190
11	Hatmaker Law Group	Fresno	Charter Schools	$185 - $300	$185 - $300
12	Ice Miller	Indianapolis, IN	Payroll Law	$328.50 - $625.50	$427.50 - $679.50
13	Klein, Hockel, Iezza & Patel P.C.	San Francisco	Health	$365 - $415	$420 - $470
14	Lang, Richert & Patch	Fresno	Special Education/ Facilities/General Legal	$175 - $290	$175 - $290
15	Law Office of Duncan, Cassio, Lucchesi, Binkley and Van Doren, Professional Corporation	Fresno	Workers' Compensation	$150 - $170	$155 - $175
16	Law Office of Jane Woodcock	Fresno	Workers' Compensation	$135 - $175	$150 - $200
17	Law Office of Rick Jensen	Fresno	Defense/Subrogation	$135	$135
18	Lozano Smith	Fresno	Full-Service Education	$215 - $400	$215 - $400
19	McCormick Barstow LLP	Fresno	Full-Service	$195 - $400	$210 - $335
20	Montoy Law Corporation	Fresno	Public Law	$295	$295
21	Mullen & Filippi	Fresno	Workers' Compensation	$165 - $170	$175 - $180
22	Nielsen, Merksamer, Parrinello, Gross & Leoni	San Rafael	Government Law	$450 - $685	$660 - $710
23	Nossaman LLP	San Francisco	Full-Service	N/A	$485 - $750
24	Orbach Huff & Henderson LLP	Pleasanton	Project Labor Agreements	$265 - $305	$273 - $314
25	Whitney Thompson & Jeffcoach	Fresno	Litigation/Construction	$225 - $356	$225 - $356

Fresno Unified School District
2023/24 Approved Legal Firms
December 06, 2023 A-

	Legal Firm Name	Location	Speciality	2022/23 Rates	2023/24 Rates
26	Wilkins, Drolshagen & Czeshinski, LLP	Fresno	General Litigation Defense	$165 - $180	$175 - $190
27	Yrulegui & Roberts	Fresno	Workers' Compensation	$152	$152

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-27

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 24-13, Dishwasher Installation at Various Sites Phase I

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-13, Dishwasher Installation at Various Sites Phase I. The project will install new kitchen dishwashers at Ahwahnee, Computech, Scandinavian, and Tehipite Middle Schools, and Duncan and Edison High Schools. The existing units are more than 25 years old and require replacement due to age, condition, repair history and difficulty in locating replacement parts.

The request for bids was lawfully advertised on October 02, 2023. Notifications were sent to 215 firms plus five construction trade publications, and the district received three responses. Bids were opened on October 24, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Viking Enterprises (Fresno, California) $142,200

The district purchased the dishwashers utilizing a Board approved piggyback contract totaling $236,122 to mitigate long lead times. The total cost of the project is $378,322.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $142,200 are available in the Cafeteria Fund.

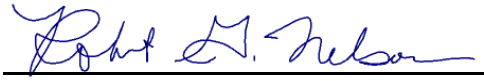
PREPARED BY: Ann Loorz

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



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-13, DISHWASHER INSTALLATION AT VARIOUS SITES PHASE I

Bid Opening Date: October 24, 2023 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 AHWAHNEE M. S	BASE BID 2 COMPUTECH M. S.	BASE BID 3 SCANDINAVIAN M. S	BASE BID 4 TEHIPITE M. S.	BASE BID 5 DUNCAN H. S.	BASE BID 6 EDISON H. S.	TOTAL BID AMOUNT
Viking Enterprises	**Fresno**	**$23,850**	**$29,850**	**$18,450**	**$22,050**	**$27,450**	**$20,550**	**$142,200**
JT2, Inc. dba Todd Companies	Visalia	$35,690	$36,970	$36,180	$37,640	$44,760	$36,980	$228,220
New England Sheet Metal and Mechanical Co.	Fresno	$52,800	$53,200	$52,800	$96,700	$107,400	$52,800	$415,700

Low bid determined by total of all Base Bid items.

Staff recommends award of $142,200 to Viking Enterprises, the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-28

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement. The project will improve classroom ventilation and heating/air conditioning by replacing unit ventilators, heat pumps, roof top units, energy management system, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSER III) funded project will provide new, energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV- 13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on September 25, 2023. Notifications were sent to 127 firms plus five construction trade publications, and the district received four responses. Bids were opened on October 24, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) $2,287,319

The total contract amount includes a $35,000 allowance for painting and patching that may or may not be used.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $2,287,319 are available in the Elementary and Secondary School Emergency Relief III Federal Fund.

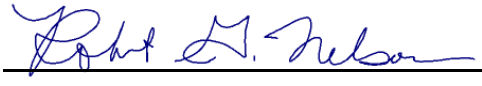
PREPARED BY: Ann Loorz

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

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



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



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-24, WAWONA MIDDLE SCHOOL HEATING, VENTILATION, AIR CONDITIONING AND ENERGY MANAGEMENT SYSTEM REPLACEMENT

Bid Opening Date: October 24, 2023 prior to 2:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID WAWONA MS HVAC/ EMS REPLACEMENT	ALLOWANCE PAINTING AND PATCHING	TOTAL BID AMOUNT	AWARD AMOUNT
Strategic Mechanical, Inc.	**Fresno**	**$2,252,319**	**$35,000**	**$2,287,319**	**$2,287,319**
Modern Air Mechanical	Merced	$2,306,215	$35,000	$2,341,215	
New England Sheet Metal and Mechanical Co.	Fresno	$2,499,000	$35,000	$2,534,000	
J. Boone Mechanical, Inc.	Clovis	$2,576,000	$35,000	$2,611,000	

Low bid determined by combined total of the Base Bid item plus Allowance.

Staff recommends award of $2,287,319 to Strategic Mechanical, Inc. the lowest responsive, responsible bidder for the Base Bid item and Allowance.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-29

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 24-27, Heating, Ventilation and Air Conditioning Air Filters

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-27, Heating, Ventilation and Air Conditioning Air Filters. This bid is to establish a fixed unit price for standard size, poly link, and custom size heating, ventilating and air conditioning air filters, to be used districtwide.

The request for bids was lawfully advertised on October 06, 2023 and October 13, 2023. Notifications were sent to 50 firms, and the district received five responses for Sections A and B, and four responses for Section C. Bids were opened on October 31, 2023. This agreement is for a one-year term price agreement with two one-year renewals. Staff recommends award to the lowest responsive, responsible bidders:

Section A – Standard Sizes:	Total Filtration Services, Inc.	(Troy, MI)	est. amount $ 108,390
Section B – Poly Link:	Florence Filter Corporation	(Compton, CA)	est. amount $ 39,706
Section C – Custom Sizes:	Florence Filter Corporation	(Compton, CA)	est. amount $ 75,889

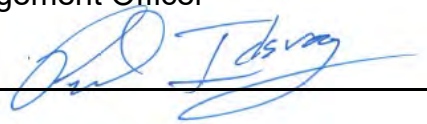
The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $223,985 (the estimated annual usage) are available in the Maintenance Department Budget. Funding will be determined on a project by project basis.

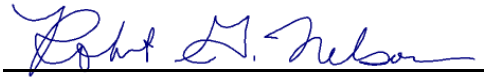
PREPARED BY: Ann Loorz

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.



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-27, HEATING, VENTILATION, AND AIR CONDITIONING AIR FILTERS

Bid Opening Date: October 31, 2023 at 2:00 P.M. Buyer: Sarah Garcia

CONTRACTOR	CITY/STATE	SECTION A STANDARD SIZES	SECTION B POLY LINK	SECTION C CUSTOM SIZES
Filterbuy Incorporated	Talladega, AL	$121,972.96	$40,478.80	NO BID
Florence Filter Corporation	Compton, CA	$170,426.28	**$39,706.20**	**$75,889.10**
HD Supply Facilities Maintenance, Ltd.	Jacksonville, FL	$137,958.56	$47,083.00	$183,593.10
Medic Air, LLC	Santa Ana, CA	$126,890.64	$64,394.00	$207,773.95
Total Filtration Services, Inc.	Troy, MI	**$108,389.64**	$61,532.80	$258,215.90

Award will be by Section.

Staff recommends award be to the lowest responsive, responsible bidders:
Section A for $108,389.64 to Total Filtration Services, Inc.
Section B for $39,706.20 to Florence Filter Corporation
Section C for $75,889.10 to Florence Filter Corporation

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-30

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Request for Proposals 24-20, Human Resources Professional Learning Platform

ITEM DESCRIPTION: Included for Board consideration and approval is Request for Proposals (RFP) 24-20, Human Resources Professional Learning Platform, to provide an online learning platform that provides current content and coursework to develop skills and allow growth in areas such as but not limited to, clerical training, leadership, conflict resolution, and general office courses such as excel and professional writing, and more advanced content such as SQL, graphic design, or web design. Successful application of this program will be measured by the number of employees that access the platform, the number of hours logged online, and completion of courses. Success will also be measured through survey and evaluation data regarding employee skill growth. The term is a three-year period with the option to renew for two additional one-year periods beginning December 07, 2023.

The Request for Proposals was lawfully advertised on September 08, 2023, and September 15, 2023. Notifications were sent to two vendors, and the district received three responses. Evaluation of proposals were based on qualifications and pricing. The evaluation panel, comprised of Fresno Unified Human Resources Department, Research, Evaluation and Assessment Department, and Technology Services staff, recommends approval of the following vendor:

Udemy, Inc. (San Francisco, California) estimated annual amount $98,200.

RFP, responses and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $98,200 are available in the Elementary and Secondary School Emergency Relief III Fund.

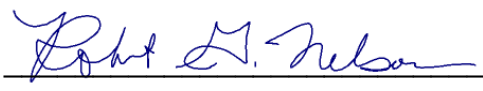
PREPARED BY: Tamara Neely

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D





Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-31

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Deny
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL23-0513-10271

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0513-10271. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management 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

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

FRESNO UNIFIED SCHOOL DISTRICT
CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS	**RESERVED FOR FILING STAMP CLAIM NO:** _____
• 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). • Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2). • Read entire Claim Form before filing. • Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant. • Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)	RECEIVED NOV 13 2023 BENEFITS AND RISK MANAGEMENT FRESNO UNIFIED SCHOOLS

1. Name of Claimant MINOR	**2.**
3. Home Address of Claimant **City/State** MINOR	**4. Home Telephone Number**
5. Business Address of Claimant **City/State** MINOR	**6. Business Telephone Number**

7. Give Address of which you desire notices or communication to be sent regarding this claim:

Downtown LA Law Group; 910 S Broadway, Los Angeles, CA 90015

8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:

MINOR, a student at Tenaya Middle School, was sexually harassed by an employee causing to sustain injuries. This incident of harassment has created fear and trauma in MINOR leaving minor unable to return to school.

9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:

05/13/2023

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.

At or near MINOR

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:

Fresno Unified School District failed to properly screen and/or train their employees and failed to properly screen and/or supervise their staff and failed to provide a safe environment for students.

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]) Unlimited civil case

13. Insurance payments received, if any, and name(s) of insurance company:

14. Expenditures made on account of DAMAGE or INJURY (Date - Item):

Pending

15. Name and address of Witnesses, Doctors and Hospitals:

Pending

16. Signature of Claimant or person filing:	**17. Typed Name (Relationship to Claimant)**	**18. Date:**
Jazmine Gomez	Legal Asst. @ DTLA Law Jazmine Gomez OBO MINOR	11/9/23

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: December 06, 2023,

AGENDA ITEM A-32

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Deny
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL23-0814-10204

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0814-10204. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management for further handling.

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

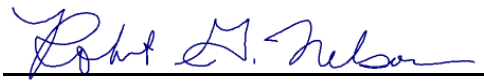
PREPARED BY: Stacey Sandoval

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer



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



FRESNO UNIFIED SCHOOL DISTRICT
CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS

- **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).**
- **Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2).**
- **Read entire Claim Form before filing.**
- **Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant.**
- **Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)**

RESERVED FOR FILING STAMP CLAIM NO: _____

RECEIVED
OCT 31 2023
BENEFITS AND MANAGEMENT
FRESNO SCHOOLS

1. Name of Claimant Minor	**2.**
3. Home Address of Claimant **City/State**	**4. Home Telephone Number**
5. Business Address of Claimant **City/State**	**6. Business Telephone Number**

7. Give Address of which you desire notices or communication to be sent regarding this claim:
SAME AS ABOVE

8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:
SEE ATTACHMENT

9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:
SEE ATTACHMENT

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.
SEE ATTACHMENT

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:
SEE ATTACHMENT

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]) CIVIL CASE

13. Insurance payments received, if any, and name(s) of insurance company:
N/A

14. Expenditures made on account of DAMAGE or INJURY (Date - Item):
SEE ATTACHMENT

15. Name and address of Witnesses, Doctors and Hospitals:
SEE ATTACHMENT.

16. Signature of Claimant or person filing:	**17. Typed Name (Relationship to Claimant)**	**18. Date:**
	~~SELF~~ FATHER	10-31-23

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.

Revised/EC/01.27.2020

Number eight (8):

My MINOR was in Mrs. Kings Class at beginning of school year. Mrs. King would yell at the students and embarrass them. She would make the students repeat themselves several times. My MINOR would come home sad and crying. On new student orientation and back to school night Mrs. King made an inappropriate statement. We addressed our concerns with Mrs. Gengozian, at the time we asked for our MINOR to me moved out Mrs. Kings class. Mrs. Gengozian failed to take immediate action by moving our MINOR out of Mrs. Kings class and stated "none of the 5th grade teachers are soft and cuddly" we never asked for a "soft and cuddly" teacher. We asked for a teacher that would not yell or embarrass our MINOR and other student's. I believe this situation was not handled correctly; I also believe the district employee's violated policy.

Number nine (9):

The first two weeks of the 2023-2024 school year. August 14, 2023, to August 25, 2023, while my MINOR was a student at Manchester gate.

Number ten (10)

2307 E Dakota Ave
Fresno, CA 93726

Number Eleven (11)

Mrs. King yelling at students, embarrassing them, making the kids repeating themselves several times. Also making an inappropriate comment of female students will run track even if they are on their period which was made on new student orientation and at back-to-school night. Mrs. Gengozian failed to take immediate action and move our MINOR out of Mrs. Kings class on Wednesday August 23, 2023. Also, inappropriate comments of "none of the 5th grade teachers are soft and cuddly". Mrs. Gengozian spoke to Mrs. King about our conversation and concerns, speaking to the teacher was never discussed and should have never happened as we made our intentions very clear that our MINOR needed a different teacher, or we would have to move MINOR out of the school as Mental health and wellbeing was diminishing by being in Mrs. King's class.

Number Fourteen (14)

Therapy- Insurance Copay's. Date's to be provided when necessary.

Number Fifteen (15)

Witness Lacey Melikian. Name of Therapist will be provided when and if necessary.

10/31/23

Because of the above we were forced to move our minor back to minor original school. minor missed out on what we thought would have been a great opportunity for advanced learning. The short time we spent at Manchester Gate was a nightmare. I do not believe Manchester Gate to be a safe and welcoming environment for children. I have attached the original complaint and response letters from both Matt Ward and Marie Williams. I have provided a total of 10 pages of documents.

10/31/23

Fresno Unified School District
Constituent Services
Complaints Concerning School Personnel

E 1312.1(a); E 1265(a)

Fresno Unified School District

COMPLAINTS CONCERNING SCHOOL PERSONNEL FORM

Please complete all information. *If you need help filling out the form, please call 457-3736.*

Date: 08/29/2023 Name of Complainant: _____ School: Mancherster Gate

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number (s) Day: _____ Evening: _____ Cell: _____

Name of Parent if not the Complainant: _____

I am filing a complaint against the following District employee.

Employee's Name: Janet Gengozian **Work Location:** Manchester Gate

DESCRIBE YOUR COMPLAINT: Please be as factual and specific as possible. If you fail to do so, your complaint may not be processed. Because there is a time limitation of three months from the date the alleged misconduct occurred, you must at least indicate the approximate date of the alleged misconduct. If the alleged misconduct has occurred over a period of time, please indicate the time period in question. Provide a specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

Please see attached document named (Exhibit 1).

(If you need additional space, you may attach a separate sheet of paper to this complaint form).

REMEDY REQUESTED: What do you want as a result of filing this complaint?

Janet Gengozian to attend traning to include but not limited to: Ethics, Professionalism, Supporting resilience in schools and Sensitivity training for educators.

Additionally the culture of Manchester GATE should be reevaluated and changes should be implemented.

Signature of Complainant: _____

If the complaint is not resolved at the school or department, the Superintendent or designee shall complete an investigation within 20 working days of its initiation. Within 20 working days following the investigation of the complaint a written decision concerning the merits of the complaint shall be served on both the complainant and the employee. The Superintendent's or designee's decision shall be final.

File this form with, Constituent Services Office at 2309 Tulare Street, Fresno, CA 93721 or fax to (559) 457-3933 or email to Constituent.Services@fresnounified.org.

(For Office Use Only)

Date Received: _____

Date Complainant was Contacted: _____

Expected Date of Written Response (40 working days): _____

Revised 7/2019

Fresno Unified
School District
Constituent Services
Complaints Concerning School Personnel

E 1312.1(a); E 1265(a)

Fresno Unified School District

COMPLAINTS CONCERNING SCHOOL PERSONNEL FORM

Please complete all information. *If you need help filling out the form, please call 457-3736.*

Date: 8/29/2023 Name of Complainant: _____ School: Manchester Gate

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number (s) Day: _____ Evening: _____ Cell: 559-930-2402

Name of Parent if not the Complainant: _____

I am filing a complaint against the following District employee.

Employee's Name: Lauren King **Work Location:** Manchester Gate

DESCRIBE YOUR COMPLAINT: Please be as factual and specific as possible. If you fail to do so, your complaint may not be processed. Because there is a time limitation of three months from the date the alleged misconduct occurred, you must at least indicate the approximate date of the alleged misconduct. If the alleged misconduct has occurred over a period of time, please indicate the time period in question. Provide a specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

Please see attached document named (Exhibit 1).

(If you need additional space, you may attach a separate sheet of paper to this complaint form).

REMEDY REQUESTED: What do you want as a result of filing this complaint?

Lauren King to attend traning to include but not limited to: Ethics, Professionalism Supporting resilience in schools and Sensitivity training for educators.

Additionally the culture of Manchester GATE should be reevaluated and changes should be implemented.

Signature of Complainant: _____

If the complaint is not resolved at the school or department, the Superintendent or designee shall complete an investigation within 20 working days of its initiation. Within 20 working days following the investigation of the complaint a written decision concerning the merits of the complaint shall be served on both the complainant and the employee. The Superintendent's or designee's decision shall be final.

File this form with, Constituent Services Office at 2309 Tulare Street, Fresno, CA 93721 or fax to (559) 457-3933 or email to Constituent.Services@fresnounified.org.

(For Office Use Only)

Date Received: _____

Date Complainant was Contacted: _____

Expected Date of Written Response (40 working days): _____

Revised 7/2019

EXHIBIT 1

On Wednesday August 23, 2023, we had a meeting with the Principal of Manchester GATE, Janet Gengozian. During our meeting, we expressed concerns with minor teacher (Lauren King). We asked for a teacher change as we felt the teacher's personality and teaching style was not positive for minor.

We shared concerns that minor had brought to our attention. minor had indicated the teacher yells at the students, embarrasses them and makes the kids repeat several times that they understand her instructions. minor stated by the fifth time they have repeated "yes", minor has forgotten the instructions. minor is afraid the teacher will embarrass minor and does not feel comfortable speaking to her.

We indicated during the meeting that we were not trying to attack the teacher and only mentioned a few of our concerns and not all of them. We expressed that it was the teaching style and personality of this teacher that was not a conducive learning environment for minor. I expressed that minor has come home emotionally distressed because of the above mentioned. Janet Gengozian indicated that if she moved minor that other kids would want to move teachers and she was concerned minor teacher would be upset with her. Janet Gengozian made the statement, "None of the fifth-grade teachers are soft and cuddly." We reiterated to her that we are not looking for soft and cuddly, we were asking for a teacher that was approachable and not an authoritarian. I expressed that minor continued presence in this class would harm mental health and wellbeing. And only at that time Janet Gengozian stated she would make a decision the following day as to move minor or not.

On Thursday August 24, 2023, Janet Gengozian called my wife, , via the telephone and indicated that she spoke to minor teacher, she expressed to the teacher our and minor concerns. Janet Gengozian also indicated that minor and the teacher had a conversation where minor confirmed minor concerns. She stated that she would like us to give the teacher a second chance and that if minor continued to have these issues over the next two days, she would move minor on Monday August 28, 2023. We had a conversation with minor where minor denies any conversion took place between minor and the teacher. I felt we made our concerns very clear and our intentions of switching teachers or removing minor from Manchester GATE. At no point did we discuss Janet Gengozian speaking to the teacher and having the teacher confront minor. Janet Gengozian violated our confidentiality by going behind our back and speaking to the teacher putting minor in a bad situation. The environment of Manchester GATE is not SAFE or WELCOMING. Due to unprofessional and unethical actions we encountered while at Manchester GATE, we have removed minor from the school.

Fresno Unified School District
Achieving our Greatest Potential!

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

CONFIDENTIAL

September 20, 2023

I want to thank you for the opportunity to work with you in order to address your complaint against Lauren King, which was filed on 8/29/23. All students in Fresno Unified deserve to be educated in a safe and supportive environment so I was disappointed to hear of minor experiences in Mrs. King's classroom. Thank you for your patience as we investigated your complaint, and I hope that minor is doing well at minor new school.

Complaint:

The following is a summarization of your complaint:

- Mrs. King's personality and teaching style was not positive for minor.
- Mrs. King yells at the students, embarrasses them and makes kids repeat several times that they understand her instructions.
- Mrs. King is not approachable but instead is an "authoritarian."
- Mrs. King made an inappropriate comment on Back to School Night about female students that was heard by other parents.
- minor continued presence in Mrs. King's classroom would harm minor mental health and well-being.

Remedy Requested:

- Lauren King to attend training to include but not limited to: Ethics, Professionalism, supporting resilience in schools and Sensitivity training for educators.

Investigative Process:

In response to your concerns, an investigation was conducted by Brian Wall, Director General in School Leadership. The investigation included an interview with you, an interview with Manchester Gate Principal, Janet Gengozian, interviews with other Manchester Gate employees and parents, a review of Board Policies, and a review of your formal complaint.

Administrative Determination:

Based on the investigation, the allegations against Mrs. King are unfounded. Although Mrs. King does have a reputation for being strict, we don't believe her teaching style is detrimental to students. Mrs. King focuses on establishing clear guidelines for classroom behavior in the first few weeks of school. According to Principal Gengozian, this does help create a safe and orderly classroom environment which helps all students learn. I understand that you feel her teaching style and personality did not create a positive environment for [redacted], and I believe your request to transfer was reasonable. From my discussions with Principal Gengozian, it was very likely that she was going to move [redacted] to another classroom on August 28th.

As part of the investigation, we looked into the alleged comment that Mrs. King made at Back to School Night. It was confirmed that Mrs. King did tell parents that girls would participate in track during PE even if they had "female issues." It was stated by other parents that she said "female issues" rather than "on their period" as you claimed. While there might be a slight disagreement in the phrase she used, it was an inappropriate comment to make either way, and the principal has taken appropriate action to ensure comments and actual practices like this do not happen again.

Thank you for your patience as we attempted to resolve your complaint. I understand your belief that Mrs. King's personality and teaching style were not positive for [redacted], and I know you wanted the best conditions for [redacted] to be successful. I am sorry that you felt the need to transfer, and I sincerely hope that [redacted] has a terrific year at Tatarian.

Any corrective action taken as a result of this investigation is confidential because it is a personnel matter.

If you have any questions concerning this response or any other concerns, please do not hesitate to call me at (559) 457-3678.

Sincerely,

Matt Ward, Instructional Superintendent, Edison Region

cc: Teresa Plascencia, Constituent Services Executive Director
Kim Collins, Administrator, Human Resources

Fresno Unified School District
Achieving our Greatest Potential!

BOARD OF EDUCATION
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Keshia Thomas

SUPERINTENDENT
Robert G. Nelson, Ed.D.

CONFIDENTIAL

September 20, 2023

I want to thank you for the opportunity to work with you in order to address your complaint against Janet Gengozian, which was filed on 8/29/23. All students in Fresno Unified deserve to work in a safe and supportive environment so I was disappointed to hear of minor experiences at Manchester Gate, and sorry that you felt the need to transfer minor to Tatarian Elementary. Thank you for your patience as we investigated your complaint, and I hope that minor is doing well at new school.

Complaint:

The following is a summarization of your concerns:

- On August 23, 2023, you met with Principal Gengozian and requested a transfer of your minor , from Mrs. King's classroom. As parents, you felt it was best to move minor to another classroom because Mrs. King's "teaching style and personality did not create a "conducive learning environment for minor
- Principal Gengozian did not immediately move minor from the class. She wanted to wait a few more days and if the situation didn't improve, she could make a change on August 28th.
- Principal Gengozian talked to Mrs. King and told her that minor was not comfortable in the classroom. Principal Gengozian directed Mrs. King to talk with minor
- You wanted Principal Gengozian to either move minor from Mrs. King's class. Otherwise, you would transfer to another school. You did not authorize Principal Gengozian to tell Mrs. King about this situation and have her meet with minor. You believe that this put in a difficult position and that Principal Gengozian violated your trust.

Remedy Requested:

- You are requesting that Principal Gengozian "attend training to include but not limited to ethics, professionalism, supporting resilience in schools, and sensitivity training for educators."

Investigative Process:

In response to your concerns, an investigation was conducted by Brian Wall, Director General in School Leadership. The investigation included an interview with you, an interview with Manchester Gate Principal, Janet Gengozian, interviews with other Manchester Gate employees and parents, a review of Board Policies, and a review of your formal complaint.

Administrative Determination:

Based on the investigation, your claim that Principal Gengozian acted unethically and unprofessionally is unfounded. When you first asked to move minor from Mrs. King's classroom on August 23rd, Principal Gengozian listened to your request and took it seriously. Typically, principals in Fresno Unified do not make any classroom changes until after the first two weeks of school. During this time, principals are in the process of classroom leveling, which requires them to adjust classroom sizes, open new classrooms and sometimes collapse classes in different grade levels. Principal Gengozian did, however, agree to moving minor to a different 5th grade class after this process was completed (which was August 28th), but she also was hopeful that a few more days in the classroom might change minor perspective. From her experience, there have been other students and parents who initially felt that Mrs. King was strict, but who later were glad that they stayed in her class. Based on these prior experiences, Principal Gengozian, intervened and spoke to Mrs. King about how minor was feeling. She did not direct Mrs. King to meet one on one with minor as you claimed (I agree that this would have been inappropriate as it would have placed minor in a vulnerable position). She did, however, speak to Mrs. King who decided to try some different strategies in an effort to make minor feel more comfortable in class. While I understand your concerns and feel that Principal Gengozian could have perhaps done a better job communicating with you, I do not believe that her actions were unethical or unprofessional.

In response to your complaint, I was able to have a discussion with Principal Gengozian regarding this incident. She was reflective, and we discussed how to improve her response when this type of situation occurs in the future. While it's true that we often don't make classroom changes based on parent's request (which would be impractical if adopted as a standard practice), we do always want to listen to our parents and students and make classroom changes when appropriate.

Thank you for your patience as we attempted to resolve your complaint. I am disappointed and sorry that minor had to move schools, but I understand your perspective and concerns. I know that you did what you felt was right for minor, and I sincerely hope that minor has a tremendous experience at Tatarian Elementary School.

If you have any questions concerning this response or any other concerns, please do not hesitate to call me at (559) 457-3678.

Sincerely,

Matt Ward, Instructional Superintendent, School Leadership

cc: Teresa Plascencia, Constituent Services Executive Director
Kim Collins, Administrator, Human Resources

Fresno Unified School District

Achieving our Greatest Potential!

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Keshia Thomas
Andy Levine

SUPERINTENDENT
Robert G. Nelson, Ed.D.

CONFIDENTIAL

Monday, October 23, 2023

Sent via electronic mail only to hyesteveo@hotmail.com

This is the District's revised response to your Complaint Concerning School Personnel received by the Office of Constituent Services on August 29, 2023, regarding Janet Gengozian, principal at Manchester GATE.

Complaint:
These are the concerns contained in your original complaint:

1. Your minor "teacher yells at the students, embarrasses them and makes the kids repeat several times that they understand her instructions… is afraid minor teacher will embarrass and does not feel comfortable speaking to her."
2. When you expressed concerns that your minor minor eacher's style and personality was not a conducive learning environment for your minor Principal Gengozian indicated none of the fifth-grade teachers are "soft and cuddly." Principal Gengozian only agreed to consider moving your minor to a different teacher when you expressed that your minor continued presence in the class would harm minor mental health.
3. Principal Gengozian violated your confidentiality by sharing the concerns you expressed to her directly with the teacher.
4. In addition to the concerns in your original written complaint, during our phone conversation on Monday, October 2, 2023, you expressed concerns with the teacher's conduct during Back to School Night when she stated that female students are required to participate in physical education during their menses.

Remedy Requested:
According to your complaint, you are seeking the following remedy: "Janet Gengozian to attend training to include but not limited to: Ethics, Professionalism, Supporting resilience in schools and Sensitivity training for educators."

During our phone call on Monday, October 9, 2023, you also indicated you are seeking an apology from the District regarding the initial written complaint response.

Findings of Facts:
In response to your original complaint an investigation was conducted. The investigation included

interviews with you and Manchester GATE staff. In addition to reviewing the original investigation, I also reviewed district board policy and the original complaint response in preparation of this response.

- Regarding Complaint #1: During a meeting with Instructional Superintendent Matt Ward and Principal Gengozian, Principal Gengozian indicated that the teacher is strict and stern. Principal Gengozian also stated that the teacher indicated your minor volunteered to stay in the classroom at lunch and help her with a project, along with another student.
- Regarding Complaint #2: As stated in the original complaint response, when interviewed by District staff, Principal Gengozian indicated she listened to your request and agreed to take the matter under further consideration before rendering a final decision. Principal Gengozian's decision to pause on making a decision to change your child's teacher was based, in part, on the District's class leveling process. Class leveling takes place in the first few weeks of school and can result in opening and/or closing classrooms or shifting teachers' grade levels to balance student enrollment. Additionally, Principal Gengozian indicated she had prior experiences with students and families who initially felt the teacher was strict but later were glad they remained in the class. Finally, as stated in the original complaint response, requests for teacher changes are only made in the rarest of circumstances.
- Regarding Complaint #3: According to Fresno Unified School District Administrative Regulation 1312.1 (*Complaints Concerning School Personnel*) "Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns." The employee in this case was the classroom teacher, and Principal Gengozian shared your concerns with her to afford the teacher an opportunity to make adjustments to her perceived style and personality.
- Regarding Complaint #4: When Principal Gengozian spoke with the teacher about the statement made during Back to School Night regarding students participating in physical education during their menses, the teacher indicated she was sharing with families that when students are unable to participate in physical education for any number of reasons she enumerated (including during menses), parents would need communicate with her directly. When another parent, who also attended Back to School Night with the teacher, was asked for their accounting of the meeting, they confirmed the teacher made a statement that families needed to communicate with the teacher when students are unable to participate in physical education. The parent stated they did not specifically recall any statements about students participating in physical education during their menses.

Administrative Determination:
Based on the findings of fact:

- Your allegation that the teacher yells at students could not be substantiated.
- Your allegation that the principal only considered your request to move your minor after you cited concerns regarding minor mental health could not be substantiated.
- Your allegation that the principal violated your confidentiality by sharing your concerns with the classroom teacher is unsubstantiated.
- Your allegation that the teacher made a comment about students doing physical education during their menses is substantiated.

In regard to your requested remedy that Principal Gengozian attend Ethics, Professionalism, Supporting resilience in schools and Sensitivity training for educators, any corrective action taken as the result of this investigation would be confidential as it is a personnel matter. The District continues to provide professional development to its leaders to ensure appropriate and professional interactions between employees.

In regard to your request for an apology, on behalf of the District staff who originally investigated and

responded to your complaint, and as the direct supervisor for both Mr. Wall and Mr. Ward, I sincerely apologize that the original complaint response did not sufficiently acknowledge your concern that was in fact subsequently substantiated.

Thank you for the opportunity to work with you in resolving your concerns. We look forward to a positive working relationship for the benefit of our students and will work diligently to provide an effective and safe learning environment for all the students and staff at Manchester GATE.

As the Superintendent's designee for this complaint, this decision is final. Should you have any questions, do not hesitate to call me at (559) 457-3874 or contact me via email.

Sincerely,

Marie Williams, Ed.D.
Instructional Superintendent
School Leadership and Curriculum, Instruction and Professional Learning

C: Janet Gengozian, Principal Manchester GATE
Carlos Arrendondo, Assistant Superintendent Human Resources
Matt Ward, Instructional Superintendent
Teresa Plasencia, Constituent Services/Government Relations Executive Director

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-33

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Deny
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL23-0831-10190

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0831-10190. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management for further handling.

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

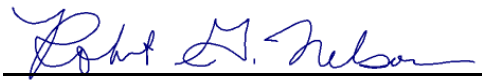
PREPARED BY: Stacey Sandoval

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer



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



WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
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LYNN M. HOFFMAN

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November 1, 2023

VIA U.S. MAIL

Fresno Unified School District
2309 Tulare St.
Fresno, CA 93721

2023 NOV -6 PM 2:24
RCVD FUSD WORKERS COMP

Re: Claim for Damages Pursuant to Government Claims Act (Government Code §§ 810-996.6)[1]

To Whom it May Concern:

Name of Claimant: MINOR
Birthdate of Claimant: MINOR
Home Address of Claimant: MINOR
Home Telephone Number of Claimant: MINOR

Name of Person to Whom any Notices concerning Claim should be Sent:
Jay. A Christofferson #203878
WANGER JONES HELSLEY PC
265 E. River Park Cir., Ste. 310
Fresno, CA 93720
(559) 233-4800

[1] Pursuant to California Government Code Section 911.2 this claim is presented not later than six (6) months after the accrual of the cause of action.

1. **When did Injury, Damage or Loss occur?** August 31, 2023.

2. **Where did Injury, Damage or Loss occur?** West Ave. and Weldon Ave. intersection in Fresno, CA.

3. **How did Injury, Damage or Loss occur?** Minor was hit by a car as minor was crossing the street in front of Fremont Elementary School.

4. **What did the Fresno Unified School District do to cause the Injury, Damage or Loss?** Fresno Unified School District failed to provide crossing guards in the area surrounding the school (Fremont Elementary School), as is required. By failing to do so, the crosswalk is unsafe, causing the minor's injury.

5. **Describe the Injury, Damage or Loss claimed.** Minor suffered from a severe foot laceration/injury, as well as an injury to the face and mouth. Injury to the face and mouth has created a necessity for substantial dental work including several root canals, loss of five teeth, surgical removal of a tooth, crowns, and bone grafts. The child is suffering from anxiety and embarrassment because of minor facial injuries and damage to minor teeth.

6. **What is the amount of Injury, Damage or Loss claimed, including the estimated amount of any future Injury, Damage or Loss. 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).)** The claim will exceed $10,000 and will be an unlimited civil case.

Under Government Code Sections 915 and 915.2, a claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented when delivered to the office of the Superintendent or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to the district office with postage paid.

This claim was mailed to Fresno Unified School District at 2309 Tulare St., Fresno, CA 93721 on this 3rd day of November, 2023.

Signature of Claimant or Person Acting on Claimant's behalf: Jesus Vazquez

Date: 11-01-2023

Signature of Claimant's Attorney: _____

Date: 11-02/2023

RCVD FUSD WORKERS COMP
2023 NOV -6 PM 2:24

Sincerely,

Jay A. Christofferson

JAC/je

2023 NOV -6 PM 2:24
RCVD FUSD WORKERS COMP

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-34

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Agreement with The College Board for Advanced Placement Exams

ITEM DESCRIPTION: Included in the Board binders is an agreement with The College Board for Advanced Placement (AP) exams. The Advance Placement exams will be furnished by The College Board in Spring 2024. In connection with The College Board's administration of the 2024 AP exams, The College Board will provide an on-line participation form for the e-signature to each of the district's schools, which authorizes them to order and administer their own AP exams. The College Board will make AP participation and performance data available for district's students enrolled in schools' participation under this agreement.

FINANCIAL SUMMARY: Sufficient funds in the amount of $378,510 are available in the Analysis, Measurement & Accountability Budget.

PREPARED BY: Zerina Hargrove-Brown, Ed.D.

DIVISION: Analysis, Measurement Accountability
PHONE NUMBER: (559) 457-3958

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

81266
Vendor Number

The College Board
Vendor Name

250 Vesey Street, New York, NY 10281
Address

212-713-8000
Phone Number

Andy Bride
Vendor Contact

From: 11/10/2023

Through: 11/30/2024

Term (Duration)

FUSD Contract Administrator:
Zerina Hargrove-Brown — *Name*

AMA Department — *Site/ Dept*

559-457-3958 — *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 030-0315-0865-1110-3160-5110

Annual Cost $ 378,510.00 (Contract will not be authorized to exceed this amount w/o BOE approv

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:

Advance Placement (AP) exams will be furnished by The College Board in Spring of 2024. In connection with College Board's administration of the 2024 AP Exams, The College Board will provide an on-line participation form for the e- signature to each of the district's schools, which authorizes each school to order and administer Advance Placement exams. The College Board will make AP participation and performance data available for district's students enrolled in schools' participation under this agreement.

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:** 12/06/23 *(Contracts of $15,000.00 or more)* ***Will contract be submitted with Bundled Contracts?*** No

Reviewed & approved by **Department Head:**
Signed — 10/26/23 *Date*

Reviewed & approved by **Cabinet Level Officer**
Signed — 11/6/23 *Date*

Reviewed & approved by **Risk Management**
Signed — Nov 20, 2023 *Date*

Please return signed agreement back to (name/email) : Selena Rico/ Analysis, Measurement & Accountability

Revised 9/20/23

COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00035737

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is as of this Agreement is fully executed November 10, 2023 ("Effective Date"), by and between Fresno Unified School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on November 30, 2024 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2023-2024 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT DUE TO COLLEGE BOARD UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify and hold harmless College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil

disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:	**With a copy to**	**To Client:**
K-12 Contract Management	Legal Department	Santino Danisi Chief Financial Officer
College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org	College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org	Fresno Unified School District 2309 Tulare Street Fresno, CA 93721-2287 Tel: (559) 457-3000 santino.danisi@fresnounified.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

FRESNO UNIFIED SCHOOL DISTRICT	COLLEGE BOARD
_____	_____

DocuSign Envelope ID: 6FD6029B-F7AB-407E-A30E-1D5CE2D8EB34

CollegeBoard

Contract # CB-00035737

FRESNO UNIFIED SCHOOL DISTRICT	COLLEGE BOARD
	DocuSigned by: Trevor Packer C2E7EBB677DF4CC...
Signature	Signature
Patrick Jensen	Trevor Packer
Name	Name
Chief Financial Officer	Senior Vice President, AP and Instruction
Title	Title
	10/09/2023
Date	Date

Approved As To Form

Nov 20, 2023

Stacey Sandoval, Executive Director
Risk Management

ADVANCED PLACEMENT SCHEDULE FOR DISTRICT CENTRAL BILLING FOR 2024 AP EXAMS

I. SCOPE OF WORK

A. AP Exam Administration.

The Advanced Placement® Exams will be furnished by College Board in May of 2024 ("2024 AP® Exam"). In connection with College Board's administration of the 2024 AP Exams: i) College Board and Fresno Unified School District (hereinafter "District") will implement this district central billing arrangement for AP Exams and any additional fees incurred; ii) College Board will provide an online participation form ("AP Participation Form") for e-signature to each of District's schools, which authorizes each school to order and administer AP Exams; and iii) College Board will make AP participation and performance data ("AP Online Score Reports") available for District's students enrolled in schools participating under this Agreement.

B. District Central Billing for AP Exams.

College Board's standard fee for each 2024 AP Exam is $98.00 (ninety-eight dollars), except for AP Seminar Exams and AP Research Exams. College Board's standard fee for each 2024 AP Seminar Exam and each 2024 AP Research Exam is $146.00 (one hundred and forty-six dollars) per exam. The exam fee includes a $9.00 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. College Board provides a $36.00 (thirty-six dollars) fee reduction per exam for eligible students with financial need ("College Board AP Exam fee reduction").

District will pay for AP Exams for two categories of students:

1a) For each 2024 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District's schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

i. District will pay $89.00 (eighty-nine dollars) per exam to College Board; and

ii. The student will pay $9.00 (nine dollars) per exam to the school unless the applicable high school will forego its $9.00 (nine dollars) rebate per exam.

1b) For each 2024 AP Seminar Exam and each 2024 AP Research Exam taken by students who attend District's schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

i. District will pay $137.00 (one hundred and thirty-seven dollars) per exam to College Board; and

ii. The student will pay $9.00 (nine dollars) per exam to the school unless the applicable school will forego its $9.00 (nine dollars) rebate per exam.

2a) For each 2024 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District's schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school's AP coordinator, the following will occur:

i. College Board will provide a $36.00 (thirty-six dollars) fee reduction per exam; and

ii. The applicable school will forego its $9.00 (nine dollars) rebate per exam; and

iii. District will pay $53.00 (fifty-three dollars) per exam to College Board.

iv. The student will pay $0.00 (zero dollars) per exam.

2b) For each 2024 AP Seminar Exam and each AP Research Exam taken by students who attend District's schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school's AP coordinator, the following will occur:

i. College Board will provide a $36.00 (thirty-six dollars) fee reduction per exam; and

ii. The applicable school will forego its $9.00 (nine dollars) rebate per exam; and

iii. District will pay $101.00 (one hundred and one dollars) per exam to College Board.

iv. The student will pay $0.00 (zero dollars) per exam.

District is required to designate a duly authorized official ("District Official") to request this District funding arrangement in College Board's "AP Registration and Ordering" system. If the District Official sets up the District funding in AP Registration and Ordering, College Board will then bill the District centrally based on the number of AP Exams administered in each category as indicated. If the District Official does not set up the District funding arrangement in College Board's "AP Registration and Ordering" system, each of District's individual schools will be invoiced and will be required to pay College Board instead.

C. Additional Fees.

If the designated District Official sets up the District funding arrangement in College Board's "AP Registration and Ordering" system to include additional fees, College Board will bill the District centrally for the following additional fees as indicated, if incurred:

i. **Late Order Fee:** An additional fee of $40 per exam (in addition to the base exam fee) will be applied to each exam ordered between November 16, 2023, and March 15, 2024, 11:59 pm ET. This fee will not apply to exams for courses that start after the November 15 final ordering deadline nor for exams for students who transfer to the District.

ii. **Unused/canceled exam fee:** $40 per exam for:
   a. Exams canceled in the AP Registration and Ordering system after November 15, 2023, and by March 15, 2024.
   b. Exams that are not taken and are indicated as unused in AP Registration and Ordering before the school's invoice is generated. (Invoices are generated after late testing ends.)
   c. The original exam fee is removed from the invoice.

iii. **Late-testing fee:** $40 per exam (in addition to base exam fee) as applicable for alternate exams for late testing.

iv. **Late Exam Return:** Twice the exam fee for each exam in shipments received after June 1, 2024.

v. **AP Score Labels:** $100 per set
   a. Labels with students' AP scores can be ordered by schools and used to put on transcripts and other records.

vi. **Free-Response Booklets:**
   a. Schools can order their students' free-response booklets for a fee that is based on the number of booklets provided:
      i. $60: 1-20 booklets
         $120: 21-50 booklets
         $180: 51-100 booklets
         $300: More than 100 booklets

D. Invoicing.
College Board will bill the District in June 2024 for the 2024 AP Exams and any additional fees incurred. District shall remit payment to the address on the invoice of the amount indicated within thirty (30) days upon receipt of such invoice.

II. ADVANCED PLACEMENT TERMS AND CONDITIONS

A. Ownership of Intellectual Property. District acknowledges and agrees that the AP Online Score Reports and the AP Exam, and all items (questions) contained therein, including all copies thereof, all examination materials, and all data included but not limited to all individually identifiable information collected under this Agreement is at all times exclusively owned by College Board, who is the exclusive owner of all rights therein, in and to the AP Exam, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to the AP Exam to the District except for the license that has been granted.

B. AP Online Score Reports. When accessing the AP Online Score Reports, District shall comply with the terms of use of the online site. District may provide the AP Online Score Reports to the state or federal agency that has funded any of the exams furnished under this Agreement. District is prohibited from using the AP Online Score Reports and any data within the reports for any other purpose without the express written consent of College Board.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-35

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Agreement with Fresno County Superintendent of Schools

ITEM DESCRIPTION: Included in the Board binders is an agreement with Fresno County Superintendent of Schools (FCSS) to provide arts integration professional learning and coaching to elementary teachers. FCSS will also provide workshops and demonstration lessons to secondary music and theatre teachers, and a music specialist will work with secondary music teachers to create a secondary scope and sequence document.

FINANCIAL SUMMARY: Sufficient funds in the amount of $81,400 are available in the Arts and Music Budget (Proposition 28 funds).

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

01078
Vendor Number

Fresno County Superintendent of Schools — **Vendor Name**
1111 Van Ness Avenue — *Address*
559-497-3924 — *Phone Number*
Bradley Huebert — *Vendor Contact*

From: 7/1/2023 **Through:** 5/31/2024
Term (Duration)

FUSD Contract Administrator:
Heather Kuyper-McKeithen — *Name*
Arts Education Department — *Site/ Dept*
559-248-7173 — *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 030-6770-0727-1110-1000-5899

Annual Cost $ 81,400.00 (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:
FCSS shall provide Arts Education Professional Learning and Coaching: 74 days at $1,100 per day = $81,400

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:** 12/06/23 *(Contracts of $15,000.00 or more)* ***Will contract be submitted with Bundled Contracts?*** No

Reviewed & approved by **Department Head:** Bryan D. Wells — *Signed* — 11-3-2023 — *Date* 11/13/2023.

Reviewed & approved by **Cabinet Level Officer** — *Signed* — 11/20/2023 — *Date*

Reviewed & approved by **Risk Management** — *Signed* — Nov 21, 2023 — *Date*

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

Revised 9/20/23

PROFESSIONAL LEARNING/TRAINING AGREEMENT
("Agreement")

Legal Doc. No. of this signed Agreement *(Legal use only)*: 150157

COVER

Program/Event:

AGENCY	FCSS
Fresno Unified School District **("Agency")** Attn: Robert G. Nelson, Superintendent 2309 Tulare Street Fresno, CA 93721 Phone: (559) 457-3554 Email: bob.nelson@fresnounified.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Bradley Huebert, Executive Director Dept.: Curriculum & Instruction Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93721 Phone: (559) 497-3924 Email: bhuebert@fcoe.org
CONTRACT TERM (see § 3.1)	**TERMINATION DURING CONTRACT TERM (see § 3.2)**
"Effective Date": July 1, 2023 **"Termination Date":** May 31, 2024	Ground for termination: With or without cause **"Notice Period":** At least 30 before the effective date of termination of this Agreement

FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following "Services":

1. *Description of Professional Learning/Training:* FCSS shall provide the following professional learning/ training:
    - Arts Education Professional Learning and Coaching: 74 days at $1,100 per day = $81,400
2. *Date(s) of Professional Learning/Training*: The Parties' staff will coordinate and schedule the particular date(s) on which FCSS will conduct the professional learning/training, which date(s) shall be within the Contract Term.
3. *Location of Professional Learning/Training*: The Parties' staff will coordinate and determine the location(s) of the professional learning/training.

CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following "Payment Schedule" *(mark one and complete as indicated)*:

"Contract Amount" of $81,400 , the breakdown of which is set forth above under FCSS OBLIGATIONS. FCSS shall submit each invoice for payment to Agency as follows: November 2023 and May 2024 . Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services.

AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following:

Communicate and coordinate with FCSS staff regarding the professional learning/training referenced above.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY	FCSS
By: _____	By: _____
Print Name: Patrick Jensen	Dr. Michele Cantwell-Copher, Superintendent
Title: Chief Financial Officer	or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

//

Approved As To Form

Nov 21, 2023

Stacey Sandoval, Executive Director

Risk Management

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and Agency shall compensate FCSS for, performance of those obligations required of FCSS under this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as **"Applicable Law"** and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. **"Work"** means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately **"Confidential Material"**) are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related to a Party's performance of this Agreement; (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

1.4.2 SCHOOL OFFICIAL DESIGNATION. To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students (**"Pupil Records"**) that are subject to the Family Educational Rights and Privacy Act (**"FERPA"**), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

ARTICLE 2 PAYMENT. As full consideration and compensation for FCSS' performance of this Agreement, Agency shall pay FCSS the Contract Amount in accordance with the Payment Schedule stated on the Cover.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto **("Contract Term")** and, unless terminated during the Contract Term in accordance with Subsection 3.2.1 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM; RIGHTS AND OBLIGATIONS UPON TERMINAITON. During the Contract Term, a Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover. Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and Agency's receipt of FCSS' invoice. The provisions of this Section shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that compiles, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than $1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than $1,000,000; and (C) *commercial automobile liability* covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than $1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party **("Indemnitor")** shall: (A) indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent

circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision shall not prohibit FCSS from contracting with one or more third parties to perform the Services required of FCSS under this Agreement.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to***: FCSS Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

/ /

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-36

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Addendum to the Agreement with Kaleidoscope

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Kaleidoscope. The agreement with Kaleidoscope needs to be increased from $25,000 to $27,150 to provide additional services to support the facilitation of scholarship application and awarding process for graduating seniors through the Foundation for Fresno Unified Schools. Additional funding and services will include support in scoring student applications, improved communication, and encouragement for students to complete applications via Short Message Service (SMS) text messages and to provide disbursement of awards to the student scholarship winners.

FINANCIAL SUMMARY: Sufficient funds in the amount of $27,150 are available in the General Funds Budget.

PREPARED BY: Jeremy Ward

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

301120
Vendor Number

Kaleidoscope Group PBC	212 3rd Ave N, Minneapolis, MN 55401
Vendor Name	*Address*
1-800-278-8762	Zach Kittelson
Phone Number	*Vendor Contact*
From: 8/10/2023	**Through:** 6/30/2024
Term (Duration)	

FUSD Contract Administrator:

Jeremy Ward	College and Career Readiness	559-248-7465
Name	*Site/ Dept*	*Telephone number*

Budget (Fund-Unit-Dept.-Activity-Object) 060-3213-0706-1110-1000-5899

Annual Cost $ 27,150.00 (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:

Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and tablet responsive that will be broadly available across devices and browsers. They will also provide scoring support, SMS reminder text messages to students who began the application and disbursement of payment support to our identified scholarship winners. Kaleidoscope will support management of the FUSD scholarship program.

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: 12/06/23 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:	[signature]	10/27/2023
	Signed	*Date*
Reviewed & approved by Risk Management	[signature]	Oct 31, 2023
	Signed	*Date*
Reviewed & approved by Department Head	[signature]	10/20/23
	Signed	*Date*

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or

Revised 2/23/23

Fresno Unified School District

Achieving our Greatest Potential!

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

Amendment

October 20, 2023

RE: Ratify Agreement with Kaleidoscope

SUMMARY: Approval is requested for the amended service contract agreement between Fresno Unified School District/College and Career Readiness and Kaleidoscope for an increase of $2,150 for additional services provided.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District College and Career Readiness and Kaleidoscope dated from 8/10/23 – 6/30/24 for a total contracted amount of $25,000* previously executed and approved by Fresno Unified Board of Education on 8/9/2023.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Annual Cost – Increase from the previously executed agreement of $25,000 to **$27,150** effective 10/20/23.

Item # 4 Payment – Update Not to Exceed amount to **$27,150** effective 10/20/23.

Item # 5.f. Total Estimated Cost – Update amount to **$27,150** effective 10/20/23.

FINANCIAL SUMMARY: The Independent Contract Agreement will increase by $2,150, which brings the new contract total to $27,150. Sufficient funds in the amount of $27,150 are available through the general funds budget.

Fresno Unified School District

Achieving our Greatest Potential!

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

10/27/2023

Reviewed & Approved by ***Cabinet Level Officer*** ***Date***

Oct 31, 2023

Reviewed & Approved by ***Executive Director, Risk Management*** ***Date***

Reviewed & Approved by ***Chief Financial Officer*** ***Date***

Jody Johnson

Reviewed & Approved by ***Contractor*** ***Date***

FEDERAL FUNDING WILL NOT BE USED

Board Approved
August 9, 2023
Agenda Item A-13

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

301120
Vendor Number

Kaleidoscope Group PBC
Vendor Name

212 3rd Ave N, Site 205, Minneapolis, MN 55401
Address

1-800-278-8762
Phone Number

Zach Kittelson
Vendor Contact

From: 8/10/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:
Jeremy Ward
Name

College and Career Readiness 559-248-7465
Site/ Dept *Telephone number*

Budget (Fund-Unit-Dept.-Activity-Object) 060-7412-0706-1110-3110-5899

Annual Cost $ 25,000.00 (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, asrequired therein.* *Yes* ☑ *No* ☐

Scope of Work Summary:

Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and Tablet responsive that will be broadly available across devices and browsers.
They will support management of the FUSD scholarship program.

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: 08/09/23 *(Contracts of $15,000.00 or more)* *Will this contract be submitted with Bundled Contracts?* Aug. Bundle

Reviewed & approved by Cabinet Level Officer: *Signed* 7/12/23 *Date*

Reviewed & approved by Risk Management *Signed* 7/14/2023 *Date*

Reviewed & approved by Department Head *Signed* 7-12-23 *Date*

Please return signed agreement back to (name/email) : Maria Pena Mariadelrosar.penalopez@fresn

Revised 2/23/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7412-0706-5899-1110-3110

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Kaleidoscope

Contractor's Contact Person: Jody Johnson

Contractor's Title: CFO

Contractor's Telephone Number: 612.474.3111

Contractor's E-mail: zach.kittelson@mykaleidoscope.com

Contractor's Address: 212 3rd Ave N, Site 205, Minneapolis, MN 55401

This Independent Contractor Services Agreement is made and entered into effective 8/10/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Kaleidoscope ("Contractor").

1. Contractor Services. Contractor agrees to provide

Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and Tablet responsive that will be broadly available across devices and browsers.
They will support management of the FUSD scholarship program.

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 August 10, 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 per invoice, Not to exceed $ 25,000.00. Checks will be made payable to Kaleidoscope. 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 JJ

   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 $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 4 and 5a – d): $ 25,000.00
   f. Other _____

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 JJ 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, 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 p ofessional 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 certifies Consultants 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 JJ 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 thenotice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: Kaleidoscope

Name: Zach Kittelson

Address:

212 3rd Ave N, Site 205, Minneapolis, MN 55401

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

Patrick Jensen (Aug 17, 2023 08:33 PDT)

Date

CONTRACTOR

Kaleidoscope

Jody Johnson

Name: Jody Johnson *, Title:* CFO

07.12.2023
Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director

7/14/2023
Date

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
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Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

301120
Vendor Number

Kaleidoscope Group PBC	212 3rd Ave N, Minneapolis, MN 55401
Vendor Name	*Address*
1-800-278-8762	Zach Kittelson
Phone Number	*Vendor Contact*
From: 8/10/2023	**Through:** 6/30/2024
Term (Duration)	
FUSD Contract Administrator:	
Jeremy Ward	College and Career Readiness 559-248-7465
Name	*Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 060-3213-0706-1110-1000-5899

Annual Cost $ 27,150.00 (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:

Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and tablet responsive that will be broadly available across devices and browsers. They will also provide scoring support, SMS reminder text messages to students who began the application and disbursement of payment support to our identified scholarship winners. Kaleidoscope will support management of the FUSD scholarship program.

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:** 12/06/23 ***Will this contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**		10/27/2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		Oct 31, 2023
	Signed	*Date*
Reviewed & approved by **Department Head**		10/20/23
	Signed	*Date*

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or

Revised 2/23/23

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-37

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Addendum to the Agreement with Supplemental Health Care, Incorporated

ITEM DESCRIPTION: Included in the Board binders is a request to ratify the addendum with Supplemental Health Care, Incorporated to include an additional $177,909 providing for an increase of Educationally Related Mental Health Services Providers (ERMHS). These additional ERMHS provided necessary support for students per their Individualized Education Program. The original agreement was reviewed and approved by the Board on June 21, 2022. This increase allowed an additional seven Educationally Related Mental Health Services Providers.

The term of the addendum began February 01, 2023, and ended June 30, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of $177,909 are available in the Special Education Budget.

PREPARED BY: Tangee Pinheiro, Ed.D.

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

07787
Vendor Number

Supplemental Health Care Services, Inc — **Vendor Name**
12400 High Bluff Drive, San Diego, CA 92130 — ***Address***
(435) 776-7286 — ***Phone Number***
Kathryn Cooper — ***Vendor Contact***

From: 2/1/2023 **Through:** 6/30/2023
Term (Duration)

FUSD Contract Administrator:
Patrick Morrison — *Name*
Executive Director, Special Ed 457-3226 — *Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 060-6546-0326-5726-3120-5110

Annual Cost $ 177,909.00 (Contract will not be authorized to exceed this amount w/o BOE approv

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:
Supplemental Health Care Services, Incoroporated provided 7 Educationally Related Mental Health Services Providers to support students per their Individualized Education Programs.

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:** 12/06/23 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:** *Signed* 11/7/2023 *Date*

Reviewed & approved by **Risk Management** *Signed* Nov 21, 2023 *Date*

Reviewed & approved by **Department Head** *Signed* 11/6/2023 *Date*

Please return signed agreement back to (name/email) : Kimberley Rodrigues kimberley.rodrigues@fresnounified.org

Revised 3/22/23

DocuSign Envelope ID: 10823623-77A4-41A5-9772-5681814879C6

Supplemental Health Care

WORRY LESS. CARE MORE.

Date: 10/12/2023

To: Fresno Unified School District, CA

This is an Addendum of the Supplemental Healthcare contract, Dated February 1, 2023, by and between Fresno Unified School District and SHC Services, Inc. d/b/a Supplemental Healthcare Services. This amendment is entered as of the date the amendment is fully executed by the parties. Except as set forth below, the Contract shall remain unmodified and in full force and effect. The below information summarizes the revised Service Levels and Terms of the Contract as they apply to the 2022-2023 school year.

1. This addendum in the amount of $177,909 provides the following additional services:

   - 7 additional Educationally Related Mental Health Services Providers (ERMHS) Bill rate of $90-$95/hour.
   - Contract Amount: Current contract amount: $684,000
   - Increased contract amount: $177,909
   - Not to exceed amount: $861,909

2. Except as modified herein, all provisions of the Agreement and prior Amendments and/or addendums, if any, shall remain in full force and effect.

3. This Amendment may be executed in separate counterparts. Delivery of any signature via telecopy or other facsimile transmission shall be deemed equivalent to physical delivery of the original signature page. Any signature page of any counterpart hereof, whether being an original signature or an electronic facsimile transmission of a signature may be appended to any other counterpart hereof to form a completely executed counterpart hereof.

4. By execution of this Amendment, each party acknowledges and agrees that it has received sufficient consideration for the agreements made herein.

DocuSign Envelope ID: 10823623-77A4-41A5-9772-5681814879C6

The attached Addendum is hereby incorporated into the Agreement as of the date the amendment is fully executed by the parties.

AGREED AND ACCEPTED

FRESNO UNIFIED SCHOOL DISTRICT

BY: _____

Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

Approved to Form:

Name: Stacey Sandoval

Title: Executive Director, Risk Management

Date: _____

Signature: Nov 21, 2023

SHC Services, Inc. d/b/a Supplemental Health Care

BY: DocuSigned by: Kathryn Cooper FBFE31719A3647D...

Name: Kathryn Cooper

TITLE: Regional Business Development Director

Date: 10/12/2023 | 12:08 PM MDT

DocuSign Envelope ID: 667D7F81-BD85-423B-8321-836162C0B1A0
DocuSign Envelope ID: BDC31D35-B6D9-4A8E-947C-918760FE7666

Board Approved
June 15, 2022
Agenda Item B-44

Fresno Unified School District
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Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Supplemental Health Care Services, Inc.	12400 High Bluff Drive, San Diego, CA 92130
Vendor Name	*Address*
(435) 776-7286	Kathryn Cooper
Phone Number	*Vendor Contact*
From: July 1, 2022	**Through:** June 30, 2023
Term (Duration)	
FUSD Contract Administrator:	
Kate Alvarado, Program Manager III	Special Education Department (559) 457-3293
Name	*Site/ Dept* *Telephone number*
Budget (Fund-Unit-Dept.-Activity-Object)	060-6546-0326-5726-3120-5110

Annual Cost $ 684,000.00 (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, asrequired therein.* *Yes* ☑ *No* ☐

Scope of Work Summary:

Therapists to provide educationally related mental health services to students per their Individualized Education Plan (IEP). Includes IEP services, Compensatory Services, Family support as needed. 5 ERMHS/Social Workers @ $95.00 an hour for a total of 180, 8 hour work days. Therapists are to work within the 8 hour work day.

Date Item is to appear on **Board of Education Agenda:** 6/15/22 *Agenda Item #* *(Contracts of $15,000.00 or more)*

Reviewed & approved by **Cabinet Level Officer:** *Signed* 5/2/2022 *Date*

Reviewed & approved by **Executive Director, Risk Management:** *Signed* 5/2/2022 *Date*

Please return signed contract to: Dora Terrazas
Name

Special Education Department
Department

DocuSign Envelope ID: 667D7F81-BD85-423B-8321-836162C0B1A0
DocuSign Envelope ID: BDC31D35-B6D9-4A8E-947C-918760FE7666

Fresno Unified School District
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Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6546-0326-5726-3120-5110

District Contact Person: Kate Alvarado, Program Manager III

Budget Manager Approval: _____

Contractor's Vendor Name: Supplemental Health Care Services, Inc.

Contractor's Contact Person: Kathryn Cooper

Contractor's Title: Client Developer

Contractor's Telephone Number: (435) 776-7286

Contractor's E-mail: kcooper@shccares.com

Contractor's Address: 12400 High Bluff Drive, San Diego, CA 92130

Contractor's Taxpayer ID# or SSN#: 16-1216796

This Independent Contractor Services Agreement is made and entered into effective 07/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide ____

Therapists to provide educationally related mental health services to students per their Individualized Education Plan (IEP). Includes IEP services, Compensatory Services, Family support as needed. 5 ERMHS/Social Workers @ $95.00 an hour for a total of 180, 8 hour work days. Therapists are to work within the 8 hour work 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 07/01/22 . , and shall terminate on 06/30/23 . 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~~ 95.00 per ~~N/A~~ Hour, Not to exceed $ 684,000.00. Checks will be made payable to Supplemental Health Care Services, 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 DS

   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): $ 684,000.0(
   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 DS District's initials

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 Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@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 the 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. "Contractor" shall produce the policy for District, upon request.

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 certifies Consultants 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 DS _____ District's initials _____

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 thenotice.

District:

Ann Loorz
Purchasing Department
Fresno Unified School
District 4498 N. Brawley
Avenue Fresno, CA 93722

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Contractor: Supplemental Health Care Services, Inc.

Name: Kathryn Cooper

Address:

6955 Union Park Center Drive, STE 400
Cottonwood Heights, UT 84047

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.

DocuSign Envelope ID: 667D7F81-BD85-423B-8321-836162C0B1A0
DocuSign Envelope ID: BDC31D35-B6D9-4A8E-947C-918760FE7666

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Jun 30, 2022

Date

CONTRACTOR

Supplemental Health Care Services, Inc.

DocuSigned by:
Kathryn Cooper
FBFE31719A3847D...

Name: Kathryn Cooper , *Title:* Client Developer

5/2/2022

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

5/21/2022

Date

Signature:

Email: ngia.lee@fresnounified.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-38

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Amendment to the Agreement with Directed Analytics

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Directed Analytics. Directed Analytics provides the office of African American Academic Acceleration (A4) a functional integrated dashboard to support the programmatic services the A4 department provides to students in grades kindergarten through twelve. The integrated dashboard will provide customizable features specific to each A4 program and include the functions that each program utilizes. The features are expected to include messaging, student registration for programs and events, high-level dashboards with program progress, and the ability to create dynamic reports as well as a virtual hub and classroom.

FINANCIAL SUMMARY: Sufficient funds in the amount of the $90,300 increase are available in the African American Academic Acceleration office budget.

PREPARED BY: Jacqueline Austin

DIVISION: Diversity, Equity, and Inclusion
PHONE NUMBER: (559) 457-3802

CABINET APPROVAL: Carlos Castillo,
Chief Diversity, Equity, and Inclusion

Carlos Castillo (Nov 22, 2023 07:51 PST)

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

FEDERAL FUNDING WILL NOT BE USED

Board Approved
June 21, 2023
Agenda Item A-18

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number

Directed Analytics	7117 Florida Blvd Ste 200-1L Baton Rouge, LA 70806
Vendor Name	***Address***
(225) 892-4180	Jody Mitchell
Phone Number	***Vendor Contact***
From: 7/1/2023	**Through:** 6/28/2024
Term (Duration)	
FUSD Contract Administrator:	
Lisa Mitchell/Jacqueline Machado-Austin	African American Academic Acce: (559) 457-3728
Name	*Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)*

Annual Cost ~~$ 200,420.00~~ $290,720 JM SS CC CC (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:

The A4 4SightGPS Integrated Dashboard Solution will be developed using a modular approach. This approach enables our team to make changes to individual modules at a time, e.g., changes can be made to the "Reports Module" without the need to change other modules. Resulting in shortened development & testing times A4 features & enhancements will be planned and or added to sprints based on client priority.

Carlos Castillo (Nov 22, 2023 07:52 PST)

Lisa Mitchell 11/13/2023

Please indicate where the work will be performed: Work to be performed remotely out of 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:** 4/24/23
Signed *Date*

Reviewed & approved by **Risk Management** 6/12/2023
Signed *Date*

Reviewed & approved by **Department Head** Lisa Mitchell 4/20/2023
Signed *Date*

Please return signed agreement back to (name/email) : Gloria Jenkins/gloria.jenkins@fresnounif

Revised 2/23/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0176-0755-1110-1000-5899

District Contact Person: Lisa Mitchell/Jacqueline Machado-Austin

Budget Manager Approval: Lisa Mitchell

Contractor's Vendor Name: Directed Analytics

Contractor's Contact Person: Jody Mitchell

Contractor's Title: CEO

Contractor's Telephone Number: (225) 892-4180

Contractor's E-mail: jmitchell@directedanalytics.com

Contractor's Address: 7117 Florida Blvd Ste 200-1L Baton Rouge, LA 70806

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 Directed Analytics ("Contractor").

1. Contractor Services. Contractor agrees to provide

The A4 4SightGPS Integrated Dashboard Solution will be developed using a modular approach. This approach enables our team to make changes to individual modules at a time, e.g., changes can be made to the "Reports Module" without the need to change other modules. Resulting in shortened development & testing times A4 features & enhancements will be planned and or added to sprints based on client priority.

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 6/28/2024. There shall be no extension of the term of the agreement without express written consent from all parties. JM CC SS

4. Payment. District agrees to pay Contractor at following rate of ~~$200,420.00~~ $290,720 per SoW, Not to exceed ~~$200,420.00~~ $290,720. Checks will be made payable to Directed Analytics. 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. JM CC

5. Incidental Expenses. ☐ **Yes** (See below) ☑ **No**, Vendor initial here JM

   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 $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 4 and 5a – d): $ ~~200,420.00~~ $290,720.00 JM CC SS

   f. Other _____

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 JM 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, 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.

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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.

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Contractor's initials JM 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.

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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: Directed Analystics

Name: Jody Mitchell

Address:

7117 Florida Blvd Ste 200-1L
Baton Rouge, LA 70806

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.

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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, Interim Chief Financial Offic

Patrick Jensen (Jun 29, 2023 08:24 PDT)

Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director

Nov 28, 2023

6/12/2023
Date

CONTRACTOR

Directed Analytics

Jody Mitchell
Name: Jody Mitchell ***, Title:*** CEO

04/17/2023
Date

Jody Mitchell
Name: Jody Mitchell Title: CEO

11/13/2023
Date

DIRECTED ANALYTICS

REVOLUTIONIZING COMPLICATED GOAL ATTAINMENT



Directed Analytics

A4 Integrated Dashboard Development Schedule & Cost

Presentation to
Ms. Jacque Machado-Austin

By: Jody Mitchell

April 2023

Our mission is to revolutionize the way organizations & employees attain goals through the use of data & technology

Directed Analytics Proprietary

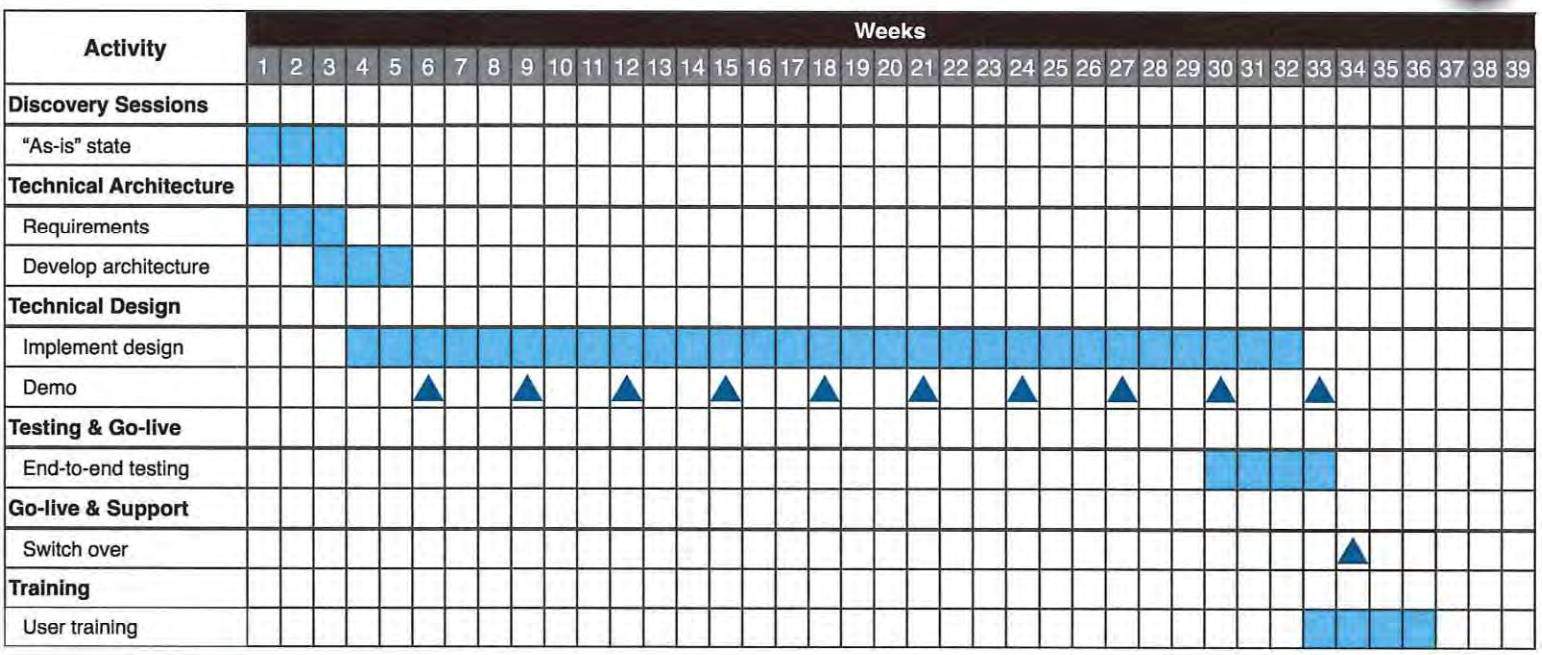
4SightGPS Integrated Dashboard



A4 Integrated Dashboard Functionality Summary:

1. Relevant Slinky functionality will be replaced & data brought over
2. Springboard Attendance functionality will be replaced & data brought over
3. ATLAS Assessment functionality will be replaced & data brought over
4. easyCBM data will be brought over & user interface will be developed
5. iReady Assessment functionality will be replaced & brought over
6. Raz-Kids online books Read data will be auto pulled (dependent on technical specs)

Notional Hi-Level Development Schedule

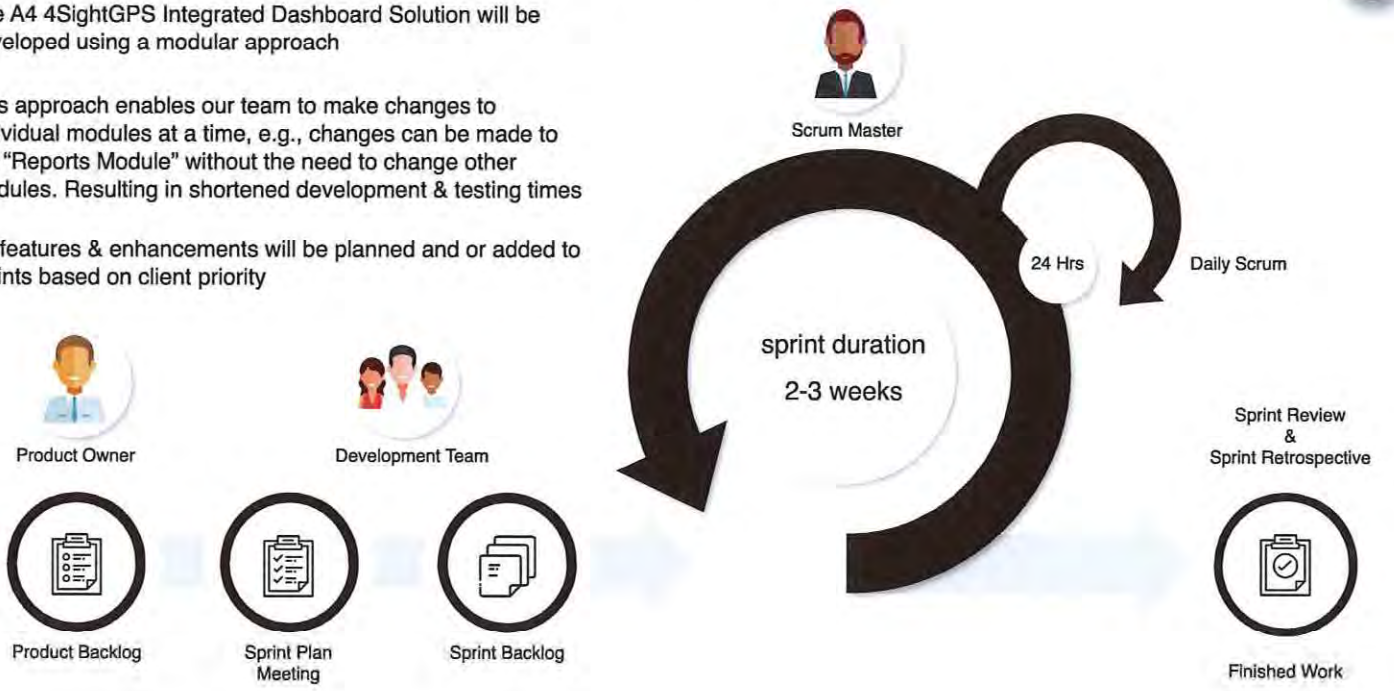


High Level Integrated Dashboard Solution Dev Approach

The A4 4SightGPS Integrated Dashboard Solution will be developed using a modular approach

This approach enables our team to make changes to individual modules at a time, e.g., changes can be made to the "Reports Module" without the need to change other modules. Resulting in shortened development & testing times

A4 features & enhancements will be planned and or added to sprints based on client priority



High Level Change Request & Issue Resolution Approach

WATERFALL MODEL

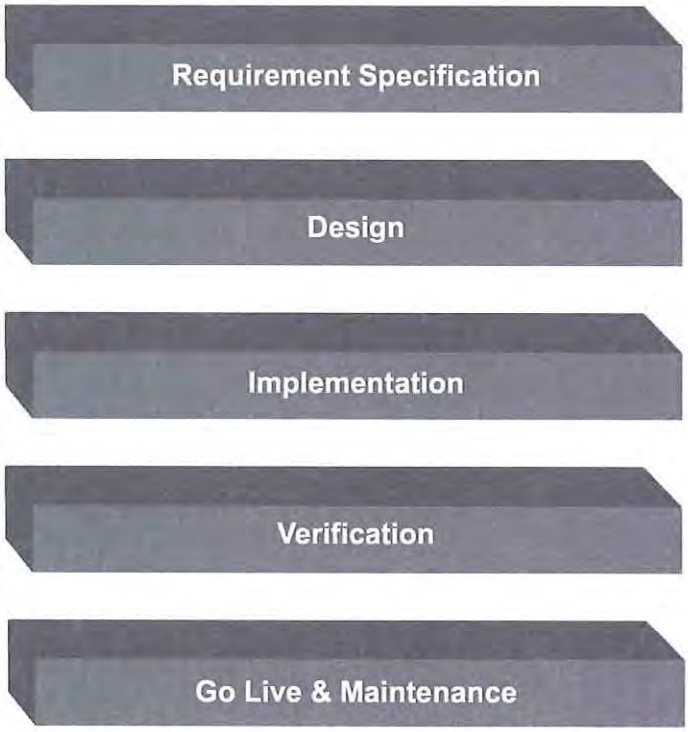
Post Integrated Dashboard Delivery

Change Requests - Our development team will employ the waterfall method to develop & implement solutions to anticipated & unanticipated changes. Change Request delivery timelines, e.g., 24 hours, 72 hours, 1 week, etc. will be dependent on client agreed upon Change Request Agreement

Issues - Our Operations & Maintenance team will employ the waterfall method to implement changes to fix issues, per agreed upon Service Level Agreement (SLA)

Recommended SLA response / approach

- Priority 1 (Critical) - 1 hr
- Priority 2 (High) - < 48 hrs
- Priority 3 (Moderate) - 48 hrs
- Priority 4 (Low) - tutorials, self-help



Integrated Dashboard Development Cost Breakdown

Capabilities / Modules	Description	Cost
4SightGPS Software	Merge 4sightGPS Roadmap & Interactive Plan into Integrated Dashboard	$10,000
Messaging Function	Ability to send messages between A4 Program, Teachers, Parents, & Students	$10,000
Registration Function	Ability for A4 program to register participating parents & students	$13,500
Dashboard Function	Implement high level dashboards showing high level program data, static & interactive graphs, and high level survey data	$23,500
Document Function	Ability to add documents, add documents for events, and import data	$13,080
Report Function	Ability to create dynamic reports and export data into different formats	$23,860
Communication Function	Ability to send bulk messages across A4 Program participants and ability to send bulk badges to A4 Program students	$23,000
Survey Function	Ability for A4 Program to create & bulk send pre-surveys & post-surveys and ability for A4 Program participants to complete & submit surveys	$23,000
Virtual Hub & Classroom	Ability for A4 Program to display & make homework, projects, class activities, class books, class assessments accessible through Virtual Hub. Ability for teachers to display & make homework, projects, class activities, class books, class assessments accessible through Virtual Classroom	$60,480
Grand Total		~~**$200,420**~~

$290,720

→ inclusion of required cyber security cost (see next page)
+ ($90,300)

4SightGPS Integrated Dashboard Enterprise Subscription Cost

Annual
Enterprise Subscription

~~$73,000~~ $81,000

Includes unlimited access,
hosting and operations & maintenance



4SightGPS Framework & Software:

1. Brings in relevant data from disparate systems
2. Provides structured data collection, alignment, interlinking
3. Determines the relationship between activities & Goal Attainment
4. Incorporates expert guidance
5. Provides visual GPS for attaining goals

Directed Analytics Contact Information



- **Point of Contact**: Jody Mitchell

- **Phone:** (225) 892-4180

- **Email:** jmitchell@directedanalytics.com

- **Address:**
  Directed Analytics
  7117 Florida Blvd Ste 200-1L
  Baton Rouge, LA. 70806

DIRECTED ANALYTICS

REVOLUTIONIZING COMPLICATED GOAL ATTAINMENT



Your Hardest Goals Can Be Reached!

Our mission is to revolutionize the way organizations & employees attain goals through the use of data & technology

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-39

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

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 23-02, Edison High School Career Technical Education Building and Interim Housing, Change Order 3 (Interim Housing) includes but may not be limited to: add irrigation control valves; relocate trees and add concrete pathway; replace existing damaged underground public address cabling; adjust site utility boxes and regrade; add aggregate base rock under fire lane concrete and add concrete block to seat walls and modify drainage.

Original Contract Amount (CTE Building and Interim Housing):	$	17,811,883
Original Contract Amount (CTE Building):	$	16,270,000
Change Order(s) previously ratified:	$	3,603
Current Contract Amount:	$	16,273,603
Original Contract Amount (Interim Housing):	$	1,541,883
Change Order(s) previously ratified:	$	39,527
Change Order 3 presented for ratification:	$	82,976
New Contract Amount:	$	1,664,386
New Contract Amount (CTE Building and Interim Housing):	$	17,937,989

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing, Change Order 2 (Interim Housing) includes but may not be limited to: remove and replace existing concrete and repair underground irrigation piping.

Original Contract Amount (Multi-Purpose Building and Interim Housing)	$	10,343,286
Original Contract Amount (Interim Housing):	$	1,638,618
Change Order(s) previously ratified:	$	48,723
Change Order 2 presented for ratification:	$	9,641
New Contract Amount:	$	1,696,982
Original Contract Amount (Multi-Purpose Building):	$	8,704,668
Change Order(s) previously ratified:	$	0
Current Contract Amount:	$	8,704,668
New Contract Amount (Multi-Purpose Building and Interim Housing):	$	10,401,650

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB), Change Order 1 (Interim Housing) includes but may not be limited to: add cabinets to classrooms; add data ports; add underground investigation of PG&E service; add electrical infrastructure for food warmers; add partition walls; add concrete ramp and handrail extensions; add electric hot water heaters; add ice machine infrastructure and add fire alarm pull station.

Original Contract Amount (MPB, New Kindergarten Bldg, Admin & Library Mod, and Interim Housing):	$	23,922,682
Original Contract Amount (MPB):	$	10,693,748
Change Order(s) previously ratified:	$	0
Current Contract Amount:	$	10,693,748
Original Contract Amount (New Kindergarten Bldg, Admin & Library Mod):	$	11,552,370
Change Order(s) previously ratified:	$	0
Current Contract Amount:	$	11,552,370
Original Contract Amount (Interim Housing):	$	1,676,564
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	136,733
New Contract Amount:	$	1,813,297
New Contract Amount (MPB, New Kindergarten Bldg, Admin & Library Mod, and Interim Housing):	$	24,059,415

Bid 23-67, Bullard Talent K-8 School Site Improvements, Change Order 1 includes but may not be limited to: add ADA ramp; revise northwest walkway; revise concrete elevation; add retaining curb; revise handrails; and add 22 days to contract duration.

Original Contract Amount:	$	498,999
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	48,356
New Contract Amount:	$	547,355

Bid 23-71 Sections A and C, Concrete Slabs for Outdoor Tables at Various Sites, Change Order 1 includes but may not be limited to: add concrete to connect the path of travel at Cooper Academy and Kratt Elementary School.

Original Contract Amount:	$	230,328
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	11,208
New Contract Amount:	$	241,536

Bid 23-71 Sections D and E, Concrete Slabs for Outdoor Tables at Various Sites, Change Order 1 includes but may not be limited to: add concrete pathway and drainage at Gibson Elementary School; add concrete curb and drywell at Homan Elementary School and add 48 days to contract duration.

Original Contract Amount:	$	681,200
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	21,925
New Contract Amount:	$	703,125

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA 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 $229,350 is available in the Measure M Fund for Bids 23-02, 23-23, and 23-33; $48,356 is available in the School Facilities Fund for Bid 23-67; $33,133 is available in the General Fund for Bids 23-71 Sections A and C and 23-71 Sections D and E.

PREPARED BY: Ann Loorz

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.



Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building Portables
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. : 003

DSA File No. : 10-H8

Application No. : 02-120230

CONTRACTOR :
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. : 1860

FUSD BID/CONTRACT No. : 23-02

CONTRACTOR P.O. No. : 0767775A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$ 1,541,883.00
Net change by previously authorized Change Orders	$ 39,526.58
The Contract Sum prior to this Change Order was	$ 1,581,409.58
The Contract Sum will be adjusted by	$ **82,976.16**
The new Contract Sum, including this Change Order will be	$ 1,664,385.74
The Contract Completion date prior to this Change Order was	6/12/2024
The Contract Time will be adjusted by	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore	6/12/2024

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:	***Accepted by:***	***Authorized by:***
Darden Architects, Inc.	Davis Moreno Construc., Inc.	**Fresno Unified School District**
6790 N. West Ave	4720 N. Blythe	4600 N. Brawley
Fresno, CA 93711	Fresno, CA 93722	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Antoino Avila AIA	By: Stephen Davis	By: Alex Belanger
Date: 09/15/2023	Date: 9/30/23	Date: 10/3/23

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-1

DESCRIPTION OF CHANGE:
Add irrigation control valves to the turf area south of the new portables.

REASON FOR CHANGE:
Additional irrigation control valves were necessary to effectively shut off the new turf area for future maintenance.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 07

Amount of this Change Order Item:	**Increase**	$5,105.10
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-2

DESCRIPTION OF CHANGE:
Raise DVR cabinet in Portable (P23) to 18" above finish floor.

REASON FOR CHANGE:
The project documents showed the DVR cabinet to be installed lower than the District standard 18" above finish floor.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 08

Amount of this Change Order Item:	**Increase**	$2,120.48
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-3

DESCRIPTION OF CHANGE:
Adjust the mounting location of the under sink knee panel to allow for the required ADA clearance.

REASON FOR CHANGE:
Project documents lacked coordination between the placement of the sink drain/piping and the required ADA accessible knee space under the sink.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 078

Amount of this Change Order Item:	**Increase**	$1,306.80
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-4

DESCRIPTION OF CHANGE:
Relocate existing trees and widen concrete walkway for increased student foot traffic.

REASON FOR CHANGE:
The widening of the existing concrete pathway will help accommodate the increased foot traffic from the newly added portables to the south of the existing portables.

CHANGE CATEGORY:
District Requested Change.

DOCUMENT REFERENCE:
RFP 09-1

Amount of this Change Order Item:	**Increase**	$7,027.35
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-5

DESCRIPTION OF CHANGE:
Replace the existing underground public address and phone systems cabling from the new portables to the administration building.

REASON FOR CHANGE:
In the course of construction, it was discovered that some of the existing underground cabling was defective. The existing underground PA and Phone cabling was requested to be replaced to meet current District standards.

CHANGE CATEGORY:
District Requested Change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	$9,308.63
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-6

DESCRIPTION OF CHANGE:
Raise existing electrical boxes and adjust adjacent grading, Northwest of the new portables and South of the plaza between the pool complex and new portables.

REASON FOR CHANGE:
The project drawings did not accurately show the existing electrical vaults within the area affected by grading.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 096

Amount of this Change Order Item:	**Increase**	$10,909.88
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-7

DESCRIPTION OF CHANGE:
Add removal of 6" of subgrade and install 6" of compacted aggregate base. Add reinforcing steel for the concrete replacement in the fire lane.

REASON FOR CHANGE:
Adding the compacted aggregate base and rebar under the heavy duty fire lane will help mitigate future cracking.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
SI 29

Amount of this Change Order Item:	**Increase**	$41,645.67
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-8

DESCRIPTION OF CHANGE:
Place filter fabric and crushed rock behind weep holes in planter seat wall at two square planters in new plaza between pool complex and new portables.

REASON FOR CHANGE:
Project documents did not provide for proper erosion control at the concrete seat wall weep holes. Adding filter fabric is necessary to avoid the erosion of the planter soil through the weep holes in the concrete seat wall.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 096

Amount of this Change Order Item:	**Increase**	$1,760.55
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-9

DESCRIPTION OF CHANGE:
Add another course of CMU block to the planter seat wall at new plaza between the new portables and the pool complex.

REASON FOR CHANGE:
Project documents did not include the additional course of CMU needed for the required seat wall height.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 10

Amount of this Change Order Item:	**Increase**	$ 3,791.70
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$82,976.16**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name:	*Edison High School CTE Building Portables*	**Date:**	**10/10/23**	
DSA #:	*02-120230 Interim Housing*	**Contractor:**	**Davis Moreno**	**Construction**
DSA #:	02-119657 CTE Building	**Architect:**	**Darden Architect**	
BID #:	23-02	**Change Order:**	**03**	Interim Housing

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,541,883.00	$ 1,541,883.00
Base Bid:	$ 16,270,000.00	$ 16,270,000.00
Additive Alternate 1:		$ -
Additive Alternate 2:		$ -
Additive Alternate 3:		$ -
Additive Alternate 4:		$ -
Total Agreement Amount:		**$ 17,811,883.00**

Contract Adjustments:

Total Contract Amount $ 17,811,883.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Interim Housing CO 01	$ -		$ -		$ 12,485.40		$ -		$ -		$ 12,485.40			
CTE Building CO 01	$ -		$ -		$ -		$ 3,602.50		$ -		$ 3,602.50			
Interim Housing CO 02	$ 27,041.18		$ -		$ -		$ -		$ -		$ 27,041.18			
Interim Housing CO 03	$ 16,335.98		$ -		$ -		$ 66,640.18		$ -		$ 82,976.16			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 43,377.16**	0.24%	**$ -**	0.00%	**$ 12,485.40**	0.07%	**$ 70,242.68**	0.39%	**$ -**	0%	**$ 126,105.24**		**$ 126,105.24**	0.7%
Total Contract Amount with Adjustments													**$ 17,937,988.24**	

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

PROJECT NAME:
FUSD Ericson Interim Food Service

CHANGE ORDER No. :	02A
DSA File No, :	10-48
Application No.:	02-120125

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT NO. :	2027.1
FUSD BID/CONTRACT NO. :	23-23
CONTRACTOR P.O. NO. :	777789

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$1,638,618.00
Net change by previously authorized Change Orders	$48,722.77
The Contract Sum prior to this Change Order was	$1,687,340.77
The Contract Sum will be adjusted by	$9,640.57
The new Contract Sum including this Change Order will be	$1,696,981.34
The Contract Completion date prior to this Change Order was	9/21/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/21/2024

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:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	*CONTRACTOR:*	*OWNER:*
By: Antonio Avila	By: Stephen Davis	By: Alex Belanger, Assoc. Sup.
Date: 10/17/2023	Date: 10/17/23	Date:

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

FUSD Ericson Interim Food Service
CHANGE ORDER NO.: 02A
DATE 10/17/2023
Project No.: 2027.1

You are directed to make the following changes in this Contract:

Item 02 - 1

DESCRIPTION OF CHANGE:
Demo and replace concrete at the interim portables for the water line tie in.

REASON FOR CHANGE:
The water point of connection as shown on the plans could not be located. A new point of connection was found East of where shown in the middle of a concrete walkway. This area was demoed out and replaced to allow the plumbers to tie-into the water.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 012

Amount of this Change Order Item:	INCREASE	$5,203.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 2

DESCRIPTION OF CHANGE:
Repair existing underground irrigation piping at the West side of the interim housing portables. Sawcut and patch back of concrete as necessary to make the repair.

REASON FOR CHANGE:
An existing damaged underground irrigation pipe was found in the course of construction. Repairs were needed to avoid water running towards the interim housing units.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 014

Amount of this Change Order Item:	INCREASE	$4,437.57
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$9,640.57**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

****** End of CHANGE ORDER ***** ***02A***

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name:	Ericson New Multi Purpose Room & Inter	**Date:**	9-Oct-23
DSA #:	Interim Housing: 02-120125	**Contractor:**	Davis Moreno Construction
DSA #:	New MPR: 02-119122	**Architect:**	Darden Architects
BID #:	23-23	**Change Order:**	002

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Interim Housing	$ 1,541,540.00	
Additive Alternate 4:	Remove of Existing Asphalt Paving, Repair of Irrigation & Re-Seed	$ 97,078.00	
Base Bid (InteriHousing) with Add Alt 4			$ 1,638,618.00
Base Bid:	New MPR	$ 8,488,010.00	
Additive Alternate 1:	Painted Mural	$ 14,076.00	
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	$ 32,691.00	
Additive Alternate 5:	AV Sound System	$ 77,724.00	
Additive Alternate 6:	Temporary Pedestrian Tunnel	$ 92,167.00	
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6			$ 8,704,668.00
Total Agreement Amount:			**$ 10,343,286.00**

Contract Adjustments:

Total Contract Amount													$ 10,343,286.00	
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen,, hidden**		**Designer E & O**		**District/Designer**		**Total**			
Interim Housing CO #001	$ 4,076.27		$ -		$ -		$ 44,646.50		$ -		$ 48,722.77			
Interim Housing CO #002			$ -		$ 9,640.57						$ 9,640.57			
MOD CO #001	$ -		$ -		$ -		$ -		$ -		$ -			
MOD CO #002	$ -		$ -		$ -		$ -		$ -		$ -			
MOD CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
MOD CO #004	$ -		$ -		$ -		$ -		$ -		$ -			
MOD CO #005	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ 4,076.27	0.0%	$ -	0.0%	$ 9,640.57	0.1%	$ 44,646.50	0.4%	$ -	0.0%	$ 58,363.34		$ 58,363.34	0.6%
Total Contract Amount with Adjustments													**$ 10,401,649.34**	

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

PROJECT NAME:
FUSD Del Mar Elementary New MPR Interim Housing

CHANGE ORDER No. :	01
DSA File No, :	10-48
Application No.:	02-120262

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT NO. :	1940.1
FUSD BID/CONTRACT NO. :	23-33
CONTRACTOR P.O. NO. :	777945C

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$1,676,564.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$1,676,564.00
The Contract Sum will be adjusted by	$136,732.20
The new Contract Sum including this Change Order will be	$1,813,296.20
The Contract Completion date prior to this Change Order was	12/16/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/16/2024

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:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	*CONTRACTOR:*	*OWNER:*
By:	By:	By: Alex Belanger, Assoc. Sup.
Date: 10/17/2023	Date: 10/17/2023	Date: 10/17/23

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Del Mar Elementary New MPR Interim Housing
CHANGE ORDER NO.: 01
DATE
Project No.: 1940.1

You are directed to make the following changes in this Contract:

Item 01 - 1

DESCRIPTION OF CHANGE:
Add 3 tall cabinets and 2 short cabinets in the classroom portables

REASON FOR CHANGE:
Interim portables did not come equipped with storage cabinets for teaching staff

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 007

Amount of this Change Order Item:	INCREASE	$16,602.46
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 2

DESCRIPTION OF CHANGE:
Add 3 data ports surface mounted on the east wall of of Room IP-2

REASON FOR CHANGE:
Project documents did not include data ports for the after school program office space

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 010

Amount of this Change Order Item:	INCREASE	$2,155.13
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 01 - 3

DESCRIPTION OF CHANGE:
Additional potholing for PG&E primary services.

REASON FOR CHANGE:
A second PG&E primary service was discovered coming from a pole mounted transformer in the apartment
complex to the east that runs directly under the proposed interim portables location to the County ed portable to
the west of the interim portables. Potholing required to determine exact location of primary service

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
RFI-01 PCO-01

Amount of this Change Order Item:	INCREASE	$11,326.06
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 4

DESCRIPTION OF CHANGE:
Add Electrical receptacles for 2 Food warmers in the interim cafeterial portable

REASON FOR CHANGE:
AProject documents did not include the necessary electrical circuitry for two food warmers

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 006

Amount of this Change Order Item:	INCREASE	$2,319.90
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 01 - 5

DESCRIPTION OF CHANGE:
Add office partition walls in Portables IP3 & IP4

REASON FOR CHANGE:
Project documents did not include necessary walls for the needed confidential spaces

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	INCREASE	$74,538.80
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 6

DESCRIPTION OF CHANGE:
Add Concrete Ramp and Handrails to Prefabricated ramp to allow for ADA transition

REASON FOR CHANGE:
The portable ramps and platform were not supplied with transition ramp. The ramps sits 1 1/2" above grade

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 004

Amount of this Change Order Item:	INCREASE	$11,499.05
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 7

DESCRIPTION OF CHANGE:
Add 4 insta hot water heaters to the existing staff sinks at mens and womans restrooms South of the interim portables

REASON FOR CHANGE:
County Health department required 1 insta hot water heater at each staff sink in existing restrooms near the interim cafeterial

CHANGE CATAGORY:
Governing agency required change after document approval

DOCUMENT REFERENCE:
RFP 008

Amount of this Change Order Item:	INCREASE	$11,505.59
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 01 - 8

DESCRIPTION OF CHANGE:
Add plumbing and electrical infrastructure for ice machine in interim portable office

REASON FOR CHANGE:
Relocation of the existing ice machine in cafeteria to interim portable MPR office

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
RFP 005

Amount of this Change Order Item:	INCREASE	$4,220.89
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 9

DESCRIPTION OF CHANGE:
Added Fire Alarm Pull Station to office area of Interim Portables

REASON FOR CHANGE:
DSA Fire/life Safety determined a pull station was required for a stand alone fire alarm system of the interim portables

CHANGE CATAGORY:
Governing agency required change after document approval

DOCUMENT REFERENCE:
RFP 011

Amount of this Change Order Item:	INCREASE	$2,564.32
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$136,732.20**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

**** End of CHANGE ORDER **** *01*

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Del Mar - MPR Proj - Interim Housing

DSA #: 02-120262

BID #: 23-33

Date: 10/16/23

Contractor: Davis Moreno Construction, Inc.

Architect: Darden

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:	New MPR	$ 10,693,748.00
Additive Alternate 1:	Kinder, Admin, Library Mod	$ 11,552,370.00
Additive 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				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
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%	0.6%	
Total Contract Amount with Adjustments												**$ 1,813,296.20**			

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	$ -		$ -		$ -		$ -		$ -		$ -				
CO #002	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
Totals:	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	**$ -**	0.0%	0.0%	
Total Contract Amount with Adjustments												**$ 10,693,748.00**			

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	$ -		$ -		$ -		$ -		$ -		$ -				
CO #002	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
Totals:	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	**$ -**	0.0%	0.0%	
Total Contract Amount with Adjustments												**$ 11,552,370.00**			

$ 24,059,414.20 0.6%

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Bullard Talent – K-8
School Site Improvements

CHANGE ORDER No. : 001

DSA File No.: 10-H8

Application No.: 02-120966

CONTRACTOR :
Viking Enterprises
PO Box 8329
Fresno, CA 93747

DESIGNER'S PROJECT No.: 20-2822

FUSD BID/CONTRACT No.: 23-67

CONTRACTOR P.O. No.: 778389

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	498,999.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	498,999.00
The Contract Sum will be adjusted by	$	48,355.45
The new Contract Sum, including this Change Order will be	$	547,354.45
The Contract Completion date prior to this Change Order was		25-Aug-2023
The Contract Time will be adjusted by		(22) Calendar Days
The new Contract Completion date, including this Change Order is therefore		16-Sep-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:

ARCHITECT/ENGINEER:
Robert Boro Landscape Architect

By: Richard J. Vaillancour

Date: 10/16/23

Accepted by:

CONTRACTOR:
Viking Enterprises

By: Joshua Siebert

Date: 10/15/2023

Authorized by:

OWNER:
Fresno Unified School District

By: Paul Idsvoog, COO ~~Alex Belenzon~~ CEO

Date: 10/23/23

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1 **DESCRIPTION OF CHANGE:**

Add additional ADA ramp to western portables and revise northwest walkway.

REASON FOR CHANGE:

The original design did not account for the established Emergency Evacuation Route for western classrooms. This route necessitated an additional concrete ramp for compliant path of travel to staging area. At the northwest corridor, an additional walkway required demolition to properly meet elevations of new concrete. This involved pouring a new sloped walk, new handrails, and adjusting irrigation and planting.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Viking Enterprises, Change Proposal 001 dated July 29, 2023

Amount of this Change Order Item: Increase: $38,376.69

Time adjustment by this Change Order Item: Increase: (15) Calendar Days

Item 1-2 **DESCRIPTION OF CHANGE:**

Additional grading, demo, concrete. Deductions to contract scope for painting and material changes.

REASON FOR CHANGE:

Revised concrete elevation and added retaining curb at south end of portables to create more substantial support for portable footings. Removed portions of painting scope from contract. Revised handrails to schedule 40 in lieu of stainless steel. Modify design of northeast path of travel to accommodate unforeseen slope that was out of compliance.

CHANGE CATEGORY:

District Requested Change/Unknown, Unforeseen, Hidden

DOCUMENT REFERENCE:

Viking Enterprises, Change Proposal 002 dated August 23, 2023

Amount of this Change Order Item: Increase: $9,978.76

Time adjustment by this Change Order Item: Increase: (7) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE: $48,355.45

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE (22) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: Bullard Talent K-8 School Site Improvements
DSA #: 02-120966
BID #: 23-67

Date: 10/16/23
Contractor: Viking Enterprises
Architect: Boro Landscape Architect
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	498,999.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**498,999.00**

Contract Adjustments:

Total Contract Amount $ 498,999.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 38,376.69		$ -		$ 9,978.76				$ -		$ 48,355.45		
CO #002	$ -		$ -		$ -		$ -		$ -		$ -		
CO #003	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ 38,376.69**	8%	**$ -**	0%	**$ 9,978.76**	2%	**$ -**	0%	**$ -**	0%	**$ 48,355.45**	**$ 48,355.45**	9.7%

Total Contract Amount with Adjustments **$ 547,354.45**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Outdoor Tables - Concrete
Various Sites
Fresno, CA

CHANGE ORDER No. :	**001**
DSA File No. :	N/A
Application No. :	N/A

CONTRACTOR :
HBC Enterprises
1840 Shaw Avenue, Ste. 105-08
Fresno, CA 96311

DESIGNER'S PROJECT No. :	N/A
FUSD BID/CONTRACT No. :	23-71 A&C
CONTRACTOR P.O. No. :	785019C

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	230,328.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	230,328.00
The Contract Sum will be adjusted by	$	11,207.71
The new Contract Sum, including this Change Order will be	$	241,535.71
The Contract Completion date prior to this Change Order was		12-Sep-23
The Contract Time will be adjusted by		
The new Contract Completion date, including this Change Order is therefore		12-Sep-23

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:	***Accepted by:***	***Authorized by:***
	HBC Enterprises 1840 Shaw Avenue, Ste 105-08 Fresno, CA 93611	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
Not Applicable ***ARCHITECT/ENGINEER:***	***CONTRACTOR:***	***OWNER:***
By:	By: Rob Harris	By: Alex Belanger | Asst. Sup.
Date:	Date:	Date: 10/4/25

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Add concrete at Cooper Academy and Kratt ES.

REASON FOR CHANGE:
The project documents did not account for proper path of travel. Additional concrete was needed to connect the path of travel.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCO 001

Amount of this Change Order Item:	**Increase**	**$ 11,207.71**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 11,207.71**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Outdoor Tables Concrete - HBC Enterprises*

DSA #: N/A

BID #: 23-71 A&C

Date: 09/25/23

Contractor: HBC Enterprises

Architect: N/A

Change Order: # 001

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 230,328.00	$ 230,328.00
Total Agreement Amount:		**$ 230,328.00**

Contract Adjustments:

Total Contract Amount													$ 230,328.00
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO1			$ -				$ 11,207.71		$ -		$ 11,207.71		
			$ -						$ -		$ -		
			$ -		$ -				$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	$ -	0%	$ -	0%	$ -	0%	$ 11,207.71	5%	$ -	0%	$ 11,207.71		$ 11,207.71
Total Contract Amount with Adjustments													**$ 241,535.71**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Outdoor tables - GC Builders
Various Sites

CHANGE ORDER No. : 001

DSA File No. : N/A

Application No. : N/A

CONTRACTOR :
GC Builders
3003 N. Monroe
Fresno, CA 93723

DESIGNER'S PROJECT No. : N/A

FUSD BID/CONTRACT No. : 23-71 D&E

CONTRACTOR P.O. No. : 785019B

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	681,200.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	681,200.00
The Contract Sum will be adjusted by	$	21,925.00
The new Contract Sum, including this Change Order will be	$	703,125.00
The Contract Completion date prior to this Change Order was		9/4/2023
The Contract Time will be adjusted by		48 Days
The new Contract Completion date, including this Change Order is therefore		10/22/2023

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:	*Accepted by:*	*Authorized by:*
	GC Builders 3003 N. Monroe Fresno CA, 93723	Fresno Unified School District 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	*CONTRACTOR:*	*OWNER:*
By: John Design, AIA	By: Gerardo Campos	By: Alex Belanger, Asst. Sup.
Date:	Date: 10-16-23	Date: 10/17/23

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Add additional concrete, drain inlets and ADA ramp with railing at Gibson Elementary School

REASON FOR CHANGE:
Project documents placed concrete pad in such a way that created a landlocked dirt area that was unable to drain. New concrete infilled this area and included an ADA ramp to mitigate potetial fall hazards.

CHANGE CATEGORY:
District requested change.

Amount of this Change Order Item:	**Increase $**	**14,295.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Add aproximately 40 ' of curb along the turf edges of the concrete pad and install a deep drywell to catch **storm water at Homan Elementary School.**

REASON FOR CHANGE:
Project documents placed the concrete pad at the lowest drainage area on the site. Installation of the drywell will mitigate flooding on the concrete pad.

CHANGE CATEGORY
District requested change.

Amount of Change Order Item:	**Increase $**	**7,630.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:
Add 48 (Forty Eight) Calendar days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contractor or applicable law. No compensation is due to Contractor for additional days Identified in this Change Order.

REASON FOR CHANGE:
Cantract time extension to accommodate project close-out activities.

CHANGE CATEGORY:
District requested change.

Amount of this Change Order Item:	Increase	$ -
Time adjustment by this Change Order Item:	Increase	48 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 21,925.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**48 Days**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Outdoor Tables Concrete - GC Builders*

DSA #: N/A

BID #: 23-71 D&E

Date: **10/18/23**

Contractor: **GC Builders**

Architect: **N/A**

Change Order: **# 001**

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 681,200.00	$ 681,200.00
Total Agreement Amount:		**$ 681,200.00**

Contract Adjustments:

Total Contract Amount $ 681,200.00

Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**			
CO1	$ 21,925.00		$ -				$ -		$ -		$ 21,925.00			
			$ -						$ -		$ -			
			$ -		$ -				$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 21,925.00**	3%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ 21,925.00**	**$ 21,925.00**	3.2%	
Total Contract Amount with Adjustments												**$ 703,125.00**		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-40

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

ITEM DESCRIPTION: Included in the Board binders are Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements

For Information Only	
Original contract amount:	$ 1,200,000
Change Order(s) previously ratified:	$ 96,340
Contract amount:	$ 1,296,340

Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing

For Information Only	
Original contract amount:	$ 2,445,000
Change Order(s) previously ratified:	$ 37,800
Contract amount:	$ 2,482,800

Bid 23-67, Bullard Talent K-8 School Site Improvements

For Information Only	
Original contract amount:	$ 498,999
Change Order(s) previously ratified:	$ 48,356
Contract amount:	$ 547,355

Bid 23-71 Sections A and C, Concrete Slabs for Outdoor Tables at Various Sites

For Information Only	
Original contract amount:	$ 230,328
Change Order(s) previously ratified:	$ 11,208
Contract amount:	$ 241,536

Bid 23-71 Sections D and E, Concrete Slabs for Outdoor Tables at Various Sites

For Information Only		
Original contract amount:	$	681,200
Change Order(s) previously ratified:	$	21,925
Contract amount:	$	703,125

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

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

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

2023-0093812

FRESNO County Recorder
Paul Dictos, CPA
Friday, Oct 06, 2023 04:02:51 PM

Titles: 1	Pages: 1
Fees:	$0.00
CA SB2 Fee:	$0.00
Taxes:	$0.00
Total:	$0.00

FRESNO UNIFIED SCHOOL DISTRICT

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 **December 10, 2022** The work done was **MPR & Classroom Improvement** **Bid No. 22-34**
   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:
   Marko Construction Group, Inc., 3675 E. Jensen Ave., Fresno, CA 93725 May 19, 2022
   (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.: 02-118768

Date: **October 6, 2023**

Toni Jorge, Business Op. Manager
For: Ann Loorz, 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 October 6, 2023 at Fresno,

Toni Jorge, Business Op. Manager
For: Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

2023-0095792
FRESNO County Recorder
Paul Dictos, CPA
Friday, Oct 13, 2023 03:58:41 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 **September 30, 2023** The work done was **Classroom Modernization and Interim Housing** **Bid No. 23-08**
   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:
   BVI Construction, Inc., 5111 E. Dakota Ave., Suite 102 Fresno, CA 93727 December 9, 2022
   (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:
   Yosemite Middle School 1292 N. Ninth St., Fresno, CA 93703 DSA No.: 02-118671

Date: **October 13, 2023**

Ann Loorz, 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 October 13, 2023 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

2023-0099429
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Oct 25, 2023 03:20:05 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 **September 16, 2023** The work done was **School Site Improvements** **Bid No. 23-67**
   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:
   Viking Enterprises, PO Box 8329, Fresno, CA 93747 **June 12, 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:
   Bullard Talent K-8 School 4950 N. Harrison Ave. Fresno, CA 93704 DSA No.: 02-120966

Date: **October 25, 2023**

Ann Loorz, 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 October 25, 2023 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

2023-0098112
FRESNO County Recorder
Paul Dictos, CPA
Friday, Oct 20, 2023 03:55:01 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

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

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 **September 12, 2023**. The work done was **Concrete Slabs for Outdoor Tables at Various Sites Bid No. 23-71 A&C**
   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:
   Harris Development Corp. dba HBC Enterprises, 1840 Shaw Ave., Ste. 105-08 , Clovis, CA 93611 June 22 ,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:

   See Page 2

Date: **October 20, 2023**

Ann Loorz, 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 October 20, 2023 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 23-71, Sections A & C General Contractor: Harris Development Corp. dba HBC Enterprises
Project Name: Concrete Slabs for Outdoor Tables at Various Sites

Aynesworth Elementary School	**4765 E. Burns Ave., Fresno, CA 93725**	**DSA No.: n/a**
Bakman Elementary School	**580 N. Helm Ave., Fresno, CA 93727**	**DSA No.: n/a**
Birney Elementary School	**3034 E. Cornell Ave., Fresno, CA 93703**	**DSA No.: n/a**
Eaton Elementary School	**1451 E. Sierra Ave., Fresno, CA 93710**	**DSA No.: n/a**
Kirk Elementary School	**2000 E. Belgravia Ave., Fresno, CA 93706**	**DSA No.: n/a**
Kratt Elementary School	**650 W. Sierra Ave., Fresno, CA 93704**	**DSA No.: n/a**
Lane Elementary School	**4730 E. Lowe Ave., Fresno, CA 93702**	**DSA No.: n/a**
Lawless Elementary School	**5255 N. Reese Ave., Fresno, CA 93722**	**DSA No.: n/a**
Cooper Academy	**2277 W. Bellaire Way, Fresno, CA 93705**	**DSA No.: n/a**
Kings Canyon Middle School	**5117 E. Tulare St., Fresno, CA 93727**	**DSA No.: n/a**

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

2023-0102883
FRESNO County Recorder
Paul Dictos, CPA
Friday, Nov 03, 2023 04:03:31 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 **October 22, 2023**. The work done was **Concrete Slabs for Outdoor Tables at Various Sites** **Bid No. 23-71 D & E**
   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:
   GCB1 Inc. dba GC Builders, 3003 N. Monroe Ave., Fresno, CA 93723 **June 22, 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:

   See Page 2

Date: **November 1, 2023**

Ann Loorz, 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 November 1, 2023 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 23-71, Sections D & E General Contractor: Harris Development Corp. dba HBC Enterprises
Project Name: Concrete Slabs for Outdoor Tables at Various Sites

Figarden Elementary School	6235 N. Brawley Ave Fresno, CA 93722	DSA No.: n/a
Fremont Elementary School	1005 W. Weldon Ave., Fresno, CA 93705	DSA No.: n/a
Gibson Elementary School	1266 W. Barstow Ave., Fresno, CA 93711	DSA No.: n/a
Greenberg Elementary School	5081 E. Lane Ave., Fresno, CA 93727	DSA No.: n/a
Hidalgo Elementary School	3550 E. Thomas Ave., Fresno, CA 93702	DSA No.: n/a
Homan Elementary School	1602 W. Harvard Ave., Fresno, CA 93705	DSA No.: n/a
King Elementary School	1001 E. Florence Ave., Fresno, CA 93706	DSA No.: n/a
Leavenworth Elementary School	4420 E. Thomas Ave., Fresno, CA 93702	DSA No.: n/a
Lincoln Elementary School	1100 Mono St., Fresno, CA 93706	DSA No.: n/a
Lowell Elementary School	171 N. Poplar Ave., Fresno, CA 93701	DSA No.: n/a
Mayfair Elementary School	3305 E. Home Ave., Fresno, CA 93703	DSA No.: n/a
McCardle Elementary School	577 E. Sierra Ave., Fresno, CA 93710	DSA No.: n/a
Norseman Elementary School	4636 E. Weldon Ave., Fresno, CA 93703	DSA No.: n/a
Pyle Elementary School	4140 N. Augusta Ave., Fresno, CA 93726	DSA No.: n/a
Turner Elementary School	5218 E. Clay Ave., Fresno, CA 93727	DSA No.: n/a
Webster Elementary School	2600 E. Tyler Ave., Fresno, CA 93701	DSA No.: n/a
Computech Middle School	555 E. Belgravia Ave., Fresno, CA 93706	DSA No.: n/a
Fort Miller Middle School	1302 E. Dakota Ave., Fresno, CA 93704	DSA No.: n/a
Sequoia Middle School	4050 E. Hamilton Ave., Fresno, CA 93702	DSA No.: n/a

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-41

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Purchase Orders from September 01, 2023, through September 30, 2023 – Primary Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from September 01, 202,3 through September 30, 2023. Purchase orders for $10,000 or more are presented first, followed by purchase orders for less than $10,000. A list of purchase orders issued for Associated Student Body (ASB) accounts is also provided.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

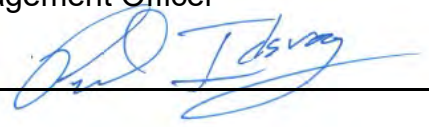
Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted in the support material

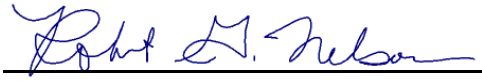
PREPARED BY: Ann Loorz

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.



THE FOLLOWING PURCHASE ORDERS ARE FOR $10,000 OR MORE

PURCHASE ORDERS DATED
SEPTEMBER 1, 2023 TO SEPTEMBER 30, 2023
RATIFICATION DATE DECEMBER 6, 2023

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
ACCREDITING COMMISSION	0617	789255	030	0675	$20,020.00
MEMBERSHIPS (EC 35172)					
ACHIEVE3000, INC.	0250	788298	030	7090	$20,955.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ACHIEVE3000, INC.	0490	789823	030	7090	$12,369.80
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ADVENTURE EDUCATION SOLUTIONS, INC.	0790	788595	060	2600	$1,947,778.00
RFQ 22-09					
ADVENTURE EDUCATION SOLUTIONS, INC.	0812	791279	030	0137	$78,656.00
ADVENTURE EDUCATION SOLUTIONS, INC.	0812	791279	030	0141	$13,896.00
RFQ 22-09					
ALL AMERICAN SPORTS USA	0725	788449	030	0172	$18,000.00
BELOW BID LIMIT (PCC 20111)					
ALL PHASE, CED	0919	790010A	060	8150	$92,000.00
BELOW BID LIMIT (PCC 20111)					
ALLIANCE CONSTRUCTION SOLUTIONS, INC.	1055	778395	350	0917	$21,700.00
BID 23-60					
ALL-PHASE/MEDALLION SUPPLY	0919	788549	060	8150	$23,138.10
BELOW BID LIMIT (PCC 20111)					
A-MARK T-SHIRT, INC.	0706	789431	060	7412	$11,000.00
RFQ 23-21					
AMAZON CAPITAL SERVICES	0325	784161	030	7090	$17,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	1895	789080	030	0188	$241,348.50
RESOLUTION 24-15					
AMERICAN AMBULANCE	0725	788434	030	0172	$39,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
AMERICAN EAGLE ENTERPRISES	0919	788469	060	8150	$12,189.16
BELOW BID LIMIT (PCC 20111)					
ARDENT GENERAL, INC.	0920	789868	060	3213	$20,600.00
RFQ 20-14 SECTION 14					
ASTRO TURF CORPORATION	1920	791040	030	0734	$11,700.00
BOE 01/08/14 A-10 (CUPCCAA)					
AT & T/ENGINEERING	1150	788705	350	0916	$11,118.54
BELOW BID LIMIT (PCC 20111)					
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	1870	785056	030	0690	$245,000.00
BOE 06/21/23 A-16					
AZTEC SOFTWARE ASSOCIATES, INC.	0680	789635	110	6391	$12,598.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
B & H PHOTO-VIDEO, INC.	0055	791036	030	0125	$11,644.98

BOE 06/14/23 A-9 (PIGGYBACK)					
B & H PHOTO-VIDEO, INC.	0710	791059	060	6388	$16,335.98
BOE 06/14/23 A-9 (PIGGYBACK)					
B & H PHOTO-VIDEO, INC.	0710	791060	060	6388	$15,284.93
BOE 06/14/23 A-9 (PIGGYBACK)					
B & H PHOTO-VIDEO, INC.	0710	791240	060	6388	$14,381.00
BOE 06/14/23 A-9 (PIGGYBACK)					
B & H PHOTO-VIDEO, INC.	0919	789871	060	8150	$12,555.65
BOE 06/14/23 A-9 (PIGGYBACK)					
B & H PHOTO-VIDEO, INC.	1758	789035	060	3010	$12,605.37
BOE 06/14/23 A-9 (PIGGYBACK)					
BALTARA ENTERPRISES, LP	0601	788299	030	0188	$113,666.00
BOE 04/26/23 A-11					
BATTELLE FOR KIDS	1795	789022	060	3010	$40,000.00
MEMBERSHIPS (EC 35172)					
BETTER FLOORING, INC.	0705	788480	210	0905	$11,415.80
BOE 01/08/14 A-10 (CUPCCAA)					
BETTER FLOORING, INC.	0919	787887	060	8150	$24,564.55
BOE 01/08/14 A-10 (CUPCCAA)					
BIG BORE DRILING CERT. CES., INC.	0919	791263	060	8150	$14,050.00
BOE 01/08/14 A-10 (CUPCCAA)					
BIG FRESNO FAIR	0795	791047	030	0705	$10,800.00
BELOW BID LIMIT (PCC 20111)					
BUSINESS SOFTWARE, INC.	0887	788100	030	0140	$15,513.02
BELOW BID LIMIT (PCC 20111)					
BUTTERBALL, LLC	1910	789422	130	5310	$14,528.00
RFP 23-52R					
CALVIN CREST CAMP	0725	789257	030	0173	$15,320.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
CAROLINA BIOLOGICAL SUPPLY CO.	0710	791156	060	6388	$13,863.87
INSTRUCTIONAL MATERIALS (PC20118.3)					
CCAA	0725	789648	030	0172	$177,500.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
CDW GOVERNMENT, INC.	0886	788106	030	0140	$15,450.71
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	789009	030	0149	$676,143.75
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	788101	030	0716	$270,457.50
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	789072	030	0716	$11,500.95
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	788526	130	5310	$10,269.41
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	788528	130	5310	$12,870.25
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	788532	130	5310	$10,177.32
BOE 06/14/23 A-9 (PIGGYBACK)					

CENTRAL VALLEY ASPHALT	1220	788968	350	0917	$20,800.00
BOE 01/08/14 A-10 (CUPCCAA)					
CENTRAL VALLEY SPORTS STITCH & INK	0725	788251	030	0171	$10,000.00
RFQ 23-21S					
CHATMAN CONSULTING GROUP, LLC	0755	788546	030	0189	$14,500.00
BELOW BID LIMIT (PCC 20111)					
CIELO CREATIVE STUDIO	0700	788596	060	7810	$22,200.00
RFQ 23-30 CATEGORY A					
CITY OF FRESNO/FAX	0790	789893	060	4124	$72,754.00
TRANSPORTATION (EC 39802)					
CLARK EQUIPMENT COMPANY	0919	791245	060	8150	$37,030.84
BELOW BID LIMIT (PCC 20111)					
CLARK EQUIPMENT COMPANY	0919	791258	060	8150	$21,617.49
BELOW BID LIMIT (PCC 20111)					
CLASS LEASING, LLC	1030	788409	060	3213	$493,365.00
BID 23-68					
CLASS LEASING, LLC	1045	788356	060	3213	$493,365.00
BID 23-68					
CLASS LEASING, LLC	1100	788365	060	3213	$311,737.88
BID 23-68					
CLASS LEASING, LLC	1105	788379	060	3213	$493,365.00
BID 23-68					
CLASS LEASING, LLC	1125	788415	060	3213	$184,807.00
BID 23-68					
CLASS LEASING, LLC	1230	788381	060	3213	$90,037.00
BID 23-68					
CLASS LEASING, LLC	1330	788413	060	3213	$174,124.00
BID 23-68					
CLASS LEASING, LLC	1415	788384	060	3213	$176,574.00
BID 23-68					
CLASS LEASING, LLC	1465	788401	060	3213	$493,365.00
BID 23-68					
CLASS LEASING, LLC	1475	788407	060	3213	$493,365.00
BID 23-68					
CLASS LEASING, LLC	1575	788404	060	3213	$90,037.00
BID 23-68					
COLE ELECTRIC, LLC	1395	788589	350	0917	$65,000.00
BID 1395-53606R					
COLLEGE BOARD, THE	0865	788821	030	0315	$80,028.14
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0715	788845	120	6040	$26,576.04
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
COMPREHENSIVE YOUTH SERV.	0260	789070	030	7090	$68,855.00
COMPREHENSIVE YOUTH SERV.	0260	789070	060	3010	$52,175.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
COMPREHENSIVE YOUTH SERV.	0410	789073	030	7090	$124,909.00

COMPREHENSIVE YOUTH SERV.	0410	789073	060	3010	$67,787.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
CONAGRA BRANDS, INC.	1910	789242	130	5310	$15,953.28
RFP 23-52R					
CONAGRA BRANDS, INC.	1910	789718	130	5310	$15,953.28
RFP 23-52R					
CORE BUSINESS INTERIORS, INC.	0700	788584	030	0606	$35,966.93
BOE 08/09/23 A-15 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	1380	789895	350	0913	$15,155.86
BOE 06/14/23 A-9 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	1961	788536	350	0917	$21,930.84
BELOW BID LIMIT (PCC 20111)					
CORWIN PRESS	0415	791171	060	3182	$14,999.00
RFQ 23-30 CATEGORY B					
CORWIN PRESS	0700	788241	030	0606	$16,579.25
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CORWIN PRESS	0700	791293	030	0606	$120,875.00
CORWIN PRESS	0700	791293	060	6266	$249,000.00
RFQ 23-30 CATEGORY B					
CRESCO	1910	788524	130	5310	$11,010.47
BELOW BID LIMIT (PCC 20111)					
CURRICULUM ASSOCIATES, INC.	0865	NR000053054	030	0315	$70,000.00
RFQ 23-30 CATEGORY A					
D.E. VIGIL UNLIMITED, INC.	0919	788111	060	8150	$25,000.00
BELOW BID LIMIT (PCC 20111)					
DAVIS MORENO CONSTRUCTION, INC.	1150	777789	350	0913	$48,722.77
BID 23-23					
DELTA CHARTER SERVICE	0925	789622	030	7230	$100,000.00
RFQ 23-10					
DEVELOPMENT GROUP, INC.	0886	791079	030	0140	$13,502.17
RESOLUTION 23-26					
DISCOVERY CENTER, THE	0790	788593	060	2600	$360,640.00
RFQ 22-09					
DL SIGN SYSTEMS	0725	788534	030	0172	$10,000.00
RFQ 23-21					
DR-GRAPHIX	1910	788685	130	5310	$13,760.45
RFQ 23-21					
DUMONT PRINTING, INC.	0725	788419	030	0675	$10,000.00
RFQ 23-21					
DWIGHT TAYLOR SR.	0755	788822	030	0189	$20,950.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
DYNAMIC LEARNING EXPERINCES, LLC	0790	NR000053057	060	2600	$508,116.00
RFQ 22-09					
EDCITE, INC.	0700	791112	060	3213	$102,513.50
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
EDGEWOOD PRESS, INC.	0706	789019	030	0157	$16,521.12
BELOW BID LIMIT (PCC 20111)					

EDUCATIONAL RESOURCE CONSULT.	0849	788538	030	0682	$14,500.00
BELOW BID LIMIT (PCC 20111)					
EKC ENTERPRISES, INC.	0919	788444	060	8150	$27,307.18
BID 21-52					
ELITE EVENT VENUES, LLC	0700	788869	060	3010	$25,400.00
BELOW BID LIMIT (PCC 20111)					
ENCORE DATA PRODUCTS	1891	788094	030	0716	$12,026.85
BELOW BID LIMIT (PCC 20111)					
ENCOURAGE TOMORROW	0812	788657	030	0137	$29,000.00
ENCOURAGE TOMORROW	0812	788657	060	3010	$73,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
ENOME, INC.	0782	772176A	060	6547	$353,430.00
BOE 01/25/23 A-9					
ENVIRO CLEAN	1891	789508	030	0716	$10,130.73
BOE 06/14/23 A-9 (PIGGYBACK)					
ENVIRO CLEAN	1920	788975	030	0734	$12,030.32
BELOW BID LIMIT (PCC 20111)					
FAMILY FOUNDATION COUNSELING SERVICES	0105	788465	030	7090	$12,761.00
FAMILY FOUNDATION COUNSELING SERVICES	0105	788465	060	3010	$20,679.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0120	788468	030	7090	$28,812.00
FAMILY FOUNDATION COUNSELING SERVICES	0120	788468	060	3010	$21,348.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0155	788455	030	7090	$50,160.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0200	788476	030	7099	$7,224.00
FAMILY FOUNDATION COUNSELING SERVICES	0200	788476	060	3010	$26,216.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0208	788464	030	7090	$111,506.00
FAMILY FOUNDATION COUNSELING SERVICES	0208	788464	030	7099	$22,254.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0225	788472	060	3010	$50,160.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0250	788412	030	7090	$25,000.00
FAMILY FOUNDATION COUNSELING SERVICES	0250	788412	030	7091	$8,440.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0305	788423	030	7090	$16,720.00
FAMILY FOUNDATION COUNSELING SERVICES	0305	788423	030	7099	$16,720.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0325	788473	060	3010	$50,160.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0355	788456	030	7090	$44,882.00
FAMILY FOUNDATION COUNSELING SERVICES	0355	788456	030	7099	$5,278.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0465	788475	030	7099	$3,473.00
FAMILY FOUNDATION COUNSELING SERVICES	0465	788475	060	3010	$46,687.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					

FAMILY FOUNDATION COUNSELING SERVICES	0470	788428	030	7091	$14,170.00
FAMILY FOUNDATION COUNSELING SERVICES	0470	788428	030	7099	$19,270.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0490	788461	030	7090	$66,880.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FAMILY FOUNDATION COUNSELING SERVICES	0500	788462	030	7090	$50,160.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FERGUSON ENTERPRISES, INC.	0919	789100	060	8150	$14,317.01
BELOW BID LIMIT (PCC 20111)					
FFP FUND III LESSEE6, LLC	1920	789118	030	0734	$1,106,000.00
ENERGY CONSERVATION (GC 4217.12)					
FFP FUND III LESSEE6, LLC	1920	789124	030	0734	$312,000.00
ENERGY CONSERVATION (GC 4217.12)					
FIRST STRING SPORTS	0170	786349	030	0172	$10,300.00
BELOW BID LIMIT (PCC 20111)					
FIRST STRING SPORTS	0417	788447	030	0172	$13,157.00
BELOW BID LIMIT (PCC 20111)					
FIRST STRING SPORTS	0440	791161	030	0172	$11,200.00
BELOW BID LIMIT (PCC 20111)					
FIRST STUDENT, INC.	0925	788244	030	7230	$30,000.00
RFQ 23-10					
FOCUS PACKAGING & SUPPLY CO.	1910	789239	130	5310	$10,080.00
BELOW BID LIMIT (PCC 20111)					
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1924	789713	060	8150	$31,500.00
RFQ 20-14 SECTION 10					
FRESNO AG HARDWARE	0790	788717	060	2600	$30,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO CHAFFEE ZOO CORPORATION	0795	791164	030	0705	$10,400.00
BELOW BID LIMIT (PCC 20111)					
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0755	785606	030	0189	$35,000.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FRESNO PACIFIC UNIVERSITY	0701	789081	060	3213	$160,000.00
PROFESSIONAL SERVICES (GC 53060)					
FRESNO POLICE DEPARTMENT	0664	745837B	030	0672	$3,569,394.00
BOE 06/16/21 A-10					
FRESNO POLICE DEPARTMENT	0664	745840B	030	0672	$200,000.00
BOE 06/16/21 A-10					
FULCRUM MNGMT SOLUTIONS, INC. DBA THOUGHTEXCHANGE	1795	789277	060	3010	$50,400.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
GEIL ENTERPRISES, INC.	1120	778081A	350	0913	$20,391.84
RFP 20-31					
GENERATION CHANGERS TITLE 1 COMM. DEV. CNT., INC.	0790	788590	060	2600	$212,520.00
RFQ 22-09					
GOBO, LLC	0795	789509	030	0705	$25,579.00

BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
GOLD STAR FOODS, INC.	1610	789191	130	5310	$27,692.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	787384A	130	5310	$15,564.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	788160	130	5310	$11,820.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	788161	130	5310	$23,452.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	788165	130	5310	$20,000.00
BELOW BID LIMIT (PCC 20111)					
GOLD STAR FOODS, INC.	1910	788168	130	5310	$20,000.00
BELOW BID LIMIT (PCC 20111)					
GOLD STAR FOODS, INC.	1910	788170	130	5310	$10,000.00
BELOW BID LIMIT (PCC 20111)					
GOLD STAR FOODS, INC.	1910	788813	130	5310	$20,448.00
BOE 06/14/23 A-9 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	788815	130	5310	$11,160.80
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	788816	130	5310	$32,702.40
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	789676	130	5310	$36,544.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	789712	130	5310	$18,024.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	789714	130	5310	$41,504.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	789716	130	5310	$16,643.20
RFP 23-50R					
GRADUATE SERVICES, LTD	0725	791090	030	0170	$15,000.00
RFQ 23-21S					
GRAYBAR ELECTRIC, INC.	1905	788383	350	0917	$29,921.21
BOE 06/14/23 A-9 (PIGGYBACK)					
HAND IN HAND ENRICHMENT SERVICES	0095	788677	030	7091	$32,741.00
HAND IN HAND ENRICHMENT SERVICES	0095	788677	060	3010	$57,259.00
RFQ 23-05					
HAND IN HAND ENRICHMENT SERVICES	0150	788680	030	7090	$56,764.00
HAND IN HAND ENRICHMENT SERVICES	0150	788680	030	7099	$30,586.00
RFQ 23-05					
HAND IN HAND ENRICHMENT SERVICES	0285	788960	030	7099	$3,000.00
HAND IN HAND ENRICHMENT SERVICES	0285	788960	060	3010	$20,000.00
RFQ 23-05					
HARRISON BROS., INC.	0725	789451	030	0171	$22,860.48
BELOW BID LIMIT (PCC 20111)					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	788185	030	0716	$104,423.83
RFP 22-07					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	789200	030	0716	$37,850.55

RFP 22-07					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	789913	030	0716	$18,793.31
RFP 22-07					
HEART LINK	0664	789093	030	0672	$19,860.56
BELOW BID LIMIT (PCC 20111)					
HEATHER CARRIER MS, LMFT	0060	788375	030	7099	$10,000.00
HEATHER CARRIER MS, LMFT	0060	788375	060	3010	$38,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
HEINEMANN/RAINTREE	0315	789545	060	3182	$22,018.66
BELOW BID LIMIT (PCC 20111)					
HEWITT'S RESTAURANT	0795	788221	030	0705	$14,000.00
BELOW BID LIMIT (PCC 20111)					
HIGH PERFORMANCE ACADEMY	0790	791153	060	2600	$1,834,756.00
RFQ 22-09					
HIGH SCHOOL E-SPORTS LEAGUE, INC.	0710	775241A	030	0194	$10,200.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
IDENTITY REHAB CORPORATION, DBA ID WATCHDOG	0880	789740	680	0851	$109,300.00
BOE 06/21/23 A-15					
IMAGO	0706	789060	060	3213	$200,000.00
RFQ 23-30 CATEGORY B					
IMAGO	0706	791187	060	3213	$250,000.00
RFI 24-23					
IMAGO	0710	789433	060	6388	$288,000.00
RFQ 23-30 CATEGORY A					
IMPACT ATHLETICS, LLC	0790	788947	060	2600	$592,802.00
RFQ 22-09					
INGRAHAM TROPHIES	0235	789135	030	0172	$10,000.00
BELOW BID LIMIT (PCC 20111)					
INSURANCE RELIEF	0880	791168	690	0861	$13,320.00
BELOW BID LIMIT (PCC 20111)					
INTEGRATED FOOD SERVICE	1910	789199	130	5310	$36,400.00
RFP 23-52R					
INTEGRATED FOOD SERVICE	1910	789720	130	5310	$22,533.12
RFP 23-52R					
INTERNATIONAL BACCALAUREATE ORGANIZATION	0617	788702	060	3010	$33,837.00
MEMBERSHIPS (EC 35172)					
INTERNATIONAL BACCALAUREATE ORGANIZATION	0865	788470	030	0315	$117,280.45
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
J & E RESTAURANT SUPPLY, INC.	1910	788506	130	5310	$11,589.12
BELOW BID LIMIT (PCC 20111)					
J & E RESTAURANT SUPPLY, INC.	1910	791143	130	5310	$15,745.42
BELOW BID LIMIT (PCC 20111)					
J & E RESTAURANT SUPPLY, INC.	1910	791243	130	5310	$37,146.71
BELOW BID LIMIT (PCC 20111)					
J. GRAHAM, INC.	0880	NR000053059	670	0841	$72,000.00

BOE 04/26/23 A-14					
JERICO FIRE PROTECTION	0919	789091	060	8150	$24,915.00
BOE 01/08/14 A-10 (CUPCCAA)					
JERICO FIRE PROTECTION	0919	791236	060	8150	$25,000.00
BELOW BID LIMIT (PCC 20111)					
JORDAN ESCOBAR	0850	788981	030	0681	$60,000.00
RFQ 24-09					
K12 INSIGHT, LLC	0849	791165	030	0680	$273,250.00
RFI 24-21					
KEENAN & ASSOCIATES	0601	788916	030	0188	$60,566.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
KING KHAN DRILLING & CONSTRUCTION	0919	791271	060	8150	$10,311.00
BOE 01/08/14 A-10 (CUPCCAA)					
KING KHAN DRILLING & CONSTRUCTION	0919	791272	060	8150	$10,473.00
BOE 01/08/14 A-10 (CUPCCAA)					
KLS DESIGN, INC.	0790	788594	060	2600	$423,430.00
RFQ 22-09					
LEARNING GENIE, INC.	0765	788944	060	3213	$36,750.00
BOE 10/27/21 A-17					
LINDSAY ELECTRIC COMPANY	1561	789621	350	0913	$10,022.37
BELOW BID LIMIT (PCC 20111)					
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0765	789812	120	6105	$34,225.81
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LIVE ACTION SAFETY 7	0110	788378	030	7091	$9,750.98
LIVE ACTION SAFETY 7	0110	788378	030	7099	$12,018.08
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LOVE II LEARN EDUCATIONAL GROUP	0755	791174	030	0189	$109,299.00
BELOW BID LIMIT (PCC 20111)					
LOVE II LEARN EDUCATIONAL GROUP	0755	791270	030	0189	$40,701.00
BOE 08-09-23 A-13 (BUNDLED CONTRACTS)					
LOWE'S	0790	787393	060	2600	$42,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
MANAGEBAC, INC.	0700	788134	030	0144	$7,073.60
MANAGEBAC, INC.	0700	788134	030	0315	$12,700.00
BELOW BID LIMIT (PCC 20111)					
MCI/LOS CABOS FOODS	1910	789201	130	5310	$45,970.32
RFP 23-52R					
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA	0919	789113	060	8150	$15,000.00
BELOW BID LIMIT (PCC 20111)					
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA	1910	785263	130	5310	$50,000.00
BELOW BID LIMIT (PCC 20111)					
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA	1910	791186	130	5310	$13,304.00
BOE 01/08/14 A-10 (CUPCCAA)					
MICHAEL ONEILL	0656	789324	060	3213	$50,000.00

BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
MIRACLE PLAYSYSTEMS, INC.	0919	788436	060	8150	$10,407.38
BELOW BID LIMIT (PCC 20111)					
MODERN AIR MECHANICAL	0920	791058	060	3213	$2,659,545.00
BID 24-14					
NANCY AKHAVAN CONSULTING, INC.	0703	789796	060	3213	$14,400.00
BELOW BID LIMIT (PCC 20111)					
NETSYNC NETWORK SOLUTIONS, INC.	0923	789287	030	0140	$87,278.00
BELOW BID LIMIT (PCC 20111)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0235	789932	060	7028	$44,900.00
BID 0235-48068					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0335	789938	060	7028	$44,900.00
BID 0335-48069					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0421	789918	060	7028	$33,400.00
BID 0421-48070					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0880	786085	680	0851	$45,100.00
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0880	786686	680	0851	$15,424.13
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0880	787499	680	0851	$16,547.42
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	787575	060	8150	$10,755.90
BOE 01/08/14 A-10 (CUPCCAA)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0920	755240	060	3213	$112,001.82
BID 22-18					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0920	778131	060	3213	$12,794,669.00
RFP/Q 23-12					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0920	778132	060	3213	$15,097,743.00
RFP/Q 23-12					
NEWS-2-YOU, INC.	1748	787901	060	6300	$190,623.75
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NEXT GEN MATH, LLC	0795	791095	060	3182	$14,244.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NEXT GEN MATH, LLC	0795	791097	060	3182	$14,262.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NEXT GEN MATH, LLC	0795	791098	060	3182	$12,192.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NORMAN S. WRIGHT - DUCKWORTH	0919	787458	060	8150	$13,292.40
BELOW BID LIMIT (PCC 20111)					
NOSSAMAN, LLP	1870	788864	030	0690	$80,000.00

BOE 06/21/23 A-16					
ODP BUSINESS SOLUTIONS, LLC	0310	OD000056026	030	0113	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0380	OD000055561	030	7090	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0410	OD000056077	060	6010	$20,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	1891	OD000056143	030	0716	$21,472.97
BOE 06/14/23 A-9 (PIGGYBACK)					
ON-SITE COUNSELING PROGRAM AT FPU	0195	789023	030	7090	$11,875.00
ON-SITE COUNSELING PROGRAM AT FPU	0195	789023	060	3010	$50,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
ON-SITE COUNSELING PROGRAM AT FPU	0260	789020	030	7090	$57,700.00
ON-SITE COUNSELING PROGRAM AT FPU	0260	789020	030	7091	$20,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
ON-SITE COUNSELING PROGRAM AT FPU	0365	789026	030	7090	$1,125.00
ON-SITE COUNSELING PROGRAM AT FPU	0365	789026	060	3010	$30,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
P & R PAPER SUPPLY CO.	1910	788398	130	5310	$37,824.99
BOE 06/14/23 A-9 (PIGGYBACK)					
PACIFIC FABRICATION	1910	789154	130	5310	$13,652.10
BELOW BID LIMIT (PCC 20111)					
PARDINI'S CATERING	0701	791317	030	0606	$12,000.00
BELOW BID LIMIT (PCC 20111)					
PARDINI'S CATERING	0930	788139	030	0720	$12,786.66
BELOW BID LIMIT (PCC 20111)					
PARSEC EDUCATION, INC.	0865	788314	030	0602	$109,300.00
BOE 06/21/23 A-19 (BUNDLED CONTRACTS)					
PATRICK SMITH	0925	789613	030	7230	$10,000.00
BELOW BID LIMIT (PCC 20111)					
PATTON SHEET METAL, INC.	0919	787967	060	8150	$13,960.00
BOE 01/08/14 A-10 (CUPCCAA)					
PATTON SHEET METAL, INC.	0919	788129	060	8150	$13,688.00
BOE 01/08/14 A-10 (CUPCCAA)					
PEARSON ASSESSMENTS	0785	789616	060	6500	$152,887.50
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
PERFORMANCE HEALTH HOLDINGS, INC.	1891	788152	030	0716	$20,118.63
BELOW BID LIMIT (PCC 20111)					
PETERSON FARMS FRESH, INC.	1910	788615	130	5310	$15,040.00
RFP 23-50R					
PICKETTS' PONDEROSA CONSTRUCTION, LP	1910	788189	130	5310	$11,160.00
BOE 08/09/23 A-22					
PITMAN FARMS	1910	789814	130	5310	$50,000.00
BELOW BID LIMIT (PCC 20111)					
PLATINUM GROUP, THE	1910	789240	130	5310	$78,000.00
BID 23-27					
PLATINUM GROUP, THE	1910	791026	130	5310	$39,000.00

BID 23-27					
PLATINUM GROUP, THE	1910	791033	130	5310	$28,900.00
BID 23-27					
POWERSCHOOL GROUP, LLC	0887	789915	030	0140	$21,527.86
BELOW BID LIMIT (PCC 20111)					
PRE SORT CENTER OF STOCKTON, INC.	0655	789664	030	0675	$24,239.36
BOE 06/14/23 A- 9 (PIGGYBACK)					
PRECISION MECHANICAL SOLUTIONS, INC.	0919	787441	060	8150	$14,994.30
BOE 01/08/14 A-10 (CUPCCAA)					
PRECISION MECHANICAL SOLUTIONS, INC.	0919	788710	060	8150	$15,000.00
BELOW BID LIMIT (PCC 20111)					
QUEEN OF HEARTS CPR TRAINING CENTER, LLC	0703	788636	030	0720	$20,880.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
QUEEN OF HEARTS CPR TRAINING CENTER, LLC	0791	788950	060	2600	$11,200.00
BELOW BID LIMIT (PCC 20111)					
QUIQ LABS	0127	788317	030	0139	$391,560.00
QUIQ LABS	0127	788317	030	0152	$10,040.00
RFQ 23-30 CATEGORY C					
R & S ERECTION TRI-COUNTY, INC.	0925	788512	030	7230	$15,010.00
BELOW BID LIMIT (PCC 20111)					
R/G AWARD SYSTEMS	0725	788418	030	0172	$22,000.00
BELOW BID LIMIT (PCC 20111)					
RANDY'S CLOSET	0758	789892	060	7803	$10,000.00
BELOW BID LIMIT (PCC 20111)					
RECRUITMENT ALLEY, LLC	0790	787551	030	0657	$1,784,400.00
RECRUITMENT ALLEY, LLC	0790	787551	060	2600	$106,400.00
RFQ 24-08 CATEGORY A					
RESORT LIFE VENTURES, INC. DBA RESORT LIFE CARTS	0705	789021	110	6391	$16,170.15
BELOW BID LIMIT (PCC 20111)					
RICHARD'S CRANE SERVICE, LLC	0919	791338	060	8150	$20,000.00
BELOW BID LIMIT (PCC 20111)					
RICOH USA, INC.	0012	RL00009156	030	0130	$8,541.38
RICOH USA, INC.	0012	RL00009156	030	0137	$8,541.38
RICOH USA, INC.	0012	RL00009156	060	3010	$8,543.94
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0240	RL00009114	030	0128	$13,831.24
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0255	RL00009117	030	7090	$24,516.83
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0265	RL00009119	030	7090	$11,706.21
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0290	RL00009122	030	7090	$17,852.10
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0302	RL00009125	060	3010	$12,200.00
BOE 06/14/23 A-9 (PIGGYBACK)					

RICOH USA, INC.	0340	RL00009147	030	7090	$10,282.30
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0355	RL00009151	030	0110	$2,376.44
RICOH USA, INC.	0355	RL00009151	030	7090	$9,413.70
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0702	RL00009126	030	0500	$10,951.50
RICOH USA, INC.	0702	RL00009126	060	3010	$41,198.50
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0755	RL00009293	030	0176	$16,478.90
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0758	RL00009148	060	4203	$23,132.12
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0758	RL00009149	030	7091	$16,042.80
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0810	RL00009154	030	0130	$3,339.38
RICOH USA, INC.	0810	RL00009154	030	0640	$26,687.15
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0885	RL00009299	030	0143	$45,324.97
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0919	RL00009133	060	8150	$14,034.31
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0919	RL00009134	060	8150	$26,854.13
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0930	RL00009109	030	0720	$20,950.44
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	1895	789169	030	0188	$1,751,109.36
RESOLUTION 24-15					
SALEM ENGINEERING GROUP, INC.	1055	789565	350	0917	$10,937.00
RFQ 20-14 SECTION 9					
SAN JOAQUIN COLLEGE OF LAW	0675	756090C	110	5852	$15,000.00
BOE 04/06/22 A-17					
SCHOLASTIC, INC.	0480	788870	060	3182	$28,338.45
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL HEALTH CORPORATION	1891	789496	030	0716	$17,029.36
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHOOL HEALTH CORPORATION	1895	789159	030	0717	$31,127.67
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1505	788878	350	0916	$20,909.74
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHWAN'S FOOD SERVICE	1910	788805	130	5310	$11,074.00
RFP 23-50R					
SCHWAN'S FOOD SERVICE	1910	788806	130	5310	$13,519.80
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	789235A	130	5310	$25,796.40
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	789236A	130	5310	$27,753.60
RFP 23-52R					

SCHWAN'S FOOD SERVICE	1910	789719	130	5310	$27,039.60
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	791333	130	5310	$26,577.60
RFP 23-52R					
SECTIGO, INC.	0886	791092	030	0140	$12,131.00
BELOW BID LIMIT (PCC 20111)					
SHADE STRUCTURES, INC.	1950	789054	350	0917	$60,952.52
BOE 06/14/23 A-9 (PIGGYBACK)					
SIDEWAYS FIVE	0880	789598	680	0851	$28,040.31
RFQ 23-21S					
SILK SCREENING SUPPLIES.COM	0790	789066	060	2600	$24,696.39
BELOW BID LIMIT (PCC 20111)					
SOUTHERN TIRE MART, LLC	0919	788131	060	8150	$50,000.00
BELOW BID LIMIT (PCC 20111)					
STAR AUTISM SUPPORT, INC.	0785	789701	060	6500	$3,850.00
STAR AUTISM SUPPORT, INC.	0785	789701	060	6547	$6,578.69
INSTRUCTIONAL MATERIALS (20118.3)					
STAR AUTISM SUPPORT, INC.	0785	NR000053058	060	6547	$20,000.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
STATE ARCHITECT, DIVISION OF	1210	788224	060	3213	$11,338.01
SOLE SOURCE (PCC 3400)					
STRATEGIC MECHANICAL, INC.	0880	785105	680	0851	$18,646.00
BOE 01/08/14 A-10 (CUPCCAA)					
STRATEGIC MECHANICAL, INC.	1075	789912	350	0917	$169,233.00
BID 1075-48562					
STRATEGIC MECHANICAL, INC.	1100	766955	350	0917	$13,350.83
BID 1100-43593					
STRATEGIC MECHANICAL, INC.	1250	789632	350	0917	$13,882.00
BOE 01/08/14 A-10 (CUPCCAA)					
STUDENTNEST.COM	0785	788896	060	3305	$398,910.00
BOE 01/11/23 A-7					
SUNBELT RENTALS	0919	788020	060	8150	$19,691.44
BELOW BID LIMIT (PCC 20111)					
SUNBELT RENTALS	0919	789889	060	8150	$34,449.43
BELOW BID LIMIT (PCC 20111)					
SUPPLEMENTAL HEALTHCARE	0730	785751	030	0656	$290,800.00
SUPPLEMENTAL HEALTHCARE	0730	785751	030	0657	$902,120.00
RFQ 24-08 CATEGORY A, B					
T1 SPORTS ACADEMY	0790	788587	060	2600	$423,430.00
RFQ 22-09					
TASTY BRANDS, LLC	1910	788818	130	5310	$47,030.40
RFP 23-52R					
TASTY BRANDS, LLC	1910	789204	130	5310	$17,605.35
RFP 23-52R					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1270	772647A	060	3213	$26,000.00
RFQ 20-13					
TEXTBOOK WAREHOUSE, LLC	0790	789553	060	2600	$16,847.84

INSTRUCTIONAL MATERIALS (PCC 20118.3)					
THE EMANCIPATED, LLC	0700	791310	060	3213	$60,000.00
RFQ 23-30 CATEGORY A, B					
THE FOUNDATION FCOE, INC.	0860	789557	030	0694	$50,000.00
MEMBERSHIPS (EC 35172)					
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	0755	788283	030	0189	$36,300.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
THE STEPPING STONES GROUP, LLC	0880	788650	680	0851	$27,115.65
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
THE WYRICK BOOK CO.	0208	789788	030	0625	$10,751.19
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
THERMO KING FRESNO, INC.	1910	789852	130	5310	$14,832.00
RFP 21-21 SECTION 2					
TODD COMPANIES, INC.	0105	789934	060	7028	$50,750.00
BID 0105-48072					
TOM LITTLE INSPECTIONS	1005	788195	060	3213	$13,500.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1415	788194	060	3213	$14,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1510	788199	060	3213	$13,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1921	755310	350	0917	$10,000.00
RFQ 20-14 SECTION 8					
TOP YOUTH SPEAKERS	0755	788911	030	0189	$14,000.00
BELOW BID LIMIT (PCC 20111)					
TRANE COMPANY	0919	778311	060	8150	$45,084.00
BELOW BID LIMIT (PCC 20111)					
TRANE COMPANY	0919	791169	060	8150	$10,593.58
BELOW BID LIMIT (PCC 20111)					
TRANE COMPANY	0919	791175	060	8150	$10,909.28
BELOW BID LIMIT (PCC 20111)					
TYSON FOODS, INC.	1910	788976	130	5310	$37,396.80
RFP 23-52R					
TYSON FOODS, INC.	1910	789237	130	5310	$34,557.60
RFP 23-52R					
TYSON FOODS, INC.	1910	789238	130	5310	$17,740.00
RFP 23-52R					
TYSON FOODS, INC.	1910	791335	130	5310	$24,684.00
RFP 23-52R					
TYSON FOODS, INC.	1910	791336	130	5310	$37,396.80
RFP 23-52R					
TYSON FOODS, INC.	1910	791337	130	5310	$19,021.50
RFP 23-52R					
UNIGLOBE TRAVEL	0123	789774	030	7090	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0315	789365	030	7090	$12,171.00
BOE 06/14/23 A-9 (PIGGYBACK)					

UNIGLOBE TRAVEL	0505	791142	030	7090	$2,397.07
UNIGLOBE TRAVEL	0505	791142	060	3182	$14,502.93
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0505	791145	060	3182	$13,527.80
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0700	788066	030	0606	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0702	789379	060	6266	$15,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0785	789531	060	6546	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0791	789244	060	2600	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0796	788663	060	3213	$41,232.90
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0850	788371	030	0674	$30,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0855	788807	030	0670	$11,500.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0880	789152	690	0861	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0880	789362	680	0851	$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0925	U72300053244	030	7230	$13,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
VALLEY FENCE COMPANY	0919	788368	060	8150	$41,920.89
BELOW BID LIMIT (PCC 200111)					
VINCENT COMMUNICATIONS, INC.	0925	788913	030	7230	$66,001.40
BOE 06/14/23 A-9 (PIGGYBACK)					
VINCENT COMMUNICATIONS, INC.	0925	789638	030	7230	$20,400.00
BELOW BID LIMIT (PCC 20111)					
W W NORTON & COMPANY, INC.	1748	786687A	060	6300	$34,424.68
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
W.O.W. PRODUCTIONS	1060	789529	030	7394	$17,500.00
BELOW BID LIMIT (PCC 20111)					
WESTERN PSY SERVICES	0785	789095	060	9017	$49,545.11
BELOW BID LIMIT (PCC 20111)					
YELLOW DOG SIGNS & GRAPHICS	0791	789133	060	2600	$10,000.00
RFQ 23-21					
YOUSCIENCE, LLC	0710	789794	060	6388	$18,850.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ZANER BLOSER, INC.	0700	785239	060	3213	$47,700.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER $10,000

PURCHASE ORDERS DATED
SEPTEMBER 1, 2023 TO SEPTEMBER 30, 2023
RATIFICATION DATE DECEMBER 6, 2023

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
A&A TEXTILES	0727	789878	030	0168	$850.00
ABM PARKING	0850	789883	030	0674	$2,000.00
ACCURATE LABEL DESIGNS, INC.	0105	791077	030	7090	$701.72
ACE PARKING MANAGEMENT, INC.	0810	789559	030	0137	$100.00
ACE PARKING MANAGEMENT, INC.	0810	789559	030	0640	$200.00
ACE PARKING MANAGEMENT, INC.	0810	789559	030	0649	$250.00
ACE TROPHY SHOP	0240	791188	030	0128	$1,000.00
ACE TROPHY SHOP	0490	788562	030	7090	$3,000.00
ACE TROPHY SHOP	0565	788789	080	8210	$1,300.00
ADAPTIVEMALL.COM	0788	788174	060	6500	$3,039.00
ADAPTIVEMALL.COM	0788	788247	060	6500	$6,078.91
ADI - HONEYWELL INTERNATIONAL	0919	788842	060	8150	$1,908.04
ADI - HONEYWELL INTERNATIONAL	0919	788852	060	8150	$2,472.01
AGILE SPORTS TECHNOLOGIES	0335	789752	030	0172	$3,995.00
AGILE SPORTS TECHNOLOGIES	0421	789336	030	0172	$2,799.00
AGUAS LOKKAS Y MAS	0235	791357	030	7090	$600.00
AIRWAYS GOLF COURSE	0235	788439	030	0172	$790.00
AIRWAYS GOLF COURSE	0395	788458	030	0172	$400.00
ALAN MOK ENGINEERING	1089	789538	120	6128	$3,900.00
ALAN MOK ENGINEERING	1260	789563	120	6128	$3,900.00
ALAN MOK ENGINEERING	1270	788201	060	3213	$3,900.00
ALAN MOK ENGINEERING	1310	789541	120	6128	$6,400.00
ALAN MOK ENGINEERING	1435	789891	350	0917	$7,900.00
ALERT SERVICES, INC.	0145	788104	030	0172	$758.12
ALERT SERVICES, INC.	0335	789779	060	722C	$4,873.15
ALERT SERVICES, INC.	0725	789146	030	0172	$325.37
ALERT-O-LITE, INC.	1891	791127	030	0716	$1,221.83
ALL AMERICAN SPORTS USA	0020	789577	030	0172	$3,706.81
ALL AMERICAN SPORTS USA	0035	789442	030	7090	$7,372.13
ALL AMERICAN SPORTS USA	0130	788414	030	0125	$6,000.00
ALL AMERICAN SPORTS USA	0150	789564	030	0172	$205.02
ALL AMERICAN SPORTS USA	0340	791331	030	0172	$2,500.00
ALL AMERICAN SPORTS USA	0450	791075	030	7091	$1,327.29
ALL HAZARD EHS, INC.	0765	787883	120	6105	$1,560.00
ALL HAZARD EHS, INC.	0924	791296	060	8150	$1,050.00
ALL SIGNS & SCREEN PRINTING, INC.	0335	789583	030	7090	$4,658.05
ALL SIGNS & SCREEN PRINTING, INC.	0335	791089	030	0172	$3,379.62
ALLARD'S, INC.	0010	788348	030	0115	$1,000.00
ALLARD'S, INC.	0045	791328	060	6010	$1,000.00
ALLARD'S, INC.	0055	788582	030	0125	$250.00

ALLARD'S, INC.	0240	789865	030	0128	$1,000.00
ALLARD'S, INC.	0335	788586	030	0125	$1,500.00
ALLARD'S, INC.	0335	788588	030	0125	$3,000.00
ALLARD'S, INC.	0421	791200	030	0125	$600.00
ALLARD'S, INC.	0700	788311	060	3213	$1,630.00
ALLARD'S, INC.	0727	789446	030	0168	$850.00
ALLARD'S, INC.	0727	789448	030	0168	$850.00
ALLARD'S, INC.	0727	789449	030	0168	$850.00
ALLARD'S, INC.	0727	789450	030	0168	$850.00
ALLARD'S, INC.	0727	789452	030	0168	$850.00
ALLARD'S, INC.	0727	789453	030	0168	$850.00
ALLARD'S, INC.	0727	789454	030	0168	$850.00
ALLARD'S, INC.	0727	789455	030	0168	$400.00
ALLARD'S, INC.	0727	789457	030	0168	$500.00
ALLARD'S, INC.	0727	789873	030	0168	$850.00
ALLARD'S, INC.	0727	789876	030	0168	$850.00
ALLARD'S, INC.	0727	789881	030	0168	$450.00
ALLARD'S, INC.	1060	789176	030	7394	$300.00
ALLIED ELEC MOTOR SERV., INC.	0919	786399	060	8150	$2,491.91
ALPHAGRAPHICS	0145	788429	030	0125	$1,799.35
A-MARK T-SHIRT, INC.	0055	783892	030	7090	$5,000.00
A-MARK T-SHIRT, INC.	0095	788438	030	7090	$1,134.42
A-MARK T-SHIRT, INC.	0188	789880	030	7090	$346.72
A-MARK T-SHIRT, INC.	0225	788545	030	0110	$2,631.82
A-MARK T-SHIRT, INC.	0320	791192	080	8210	$585.71
A-MARK T-SHIRT, INC.	0330	789128	080	8210	$2,500.00
A-MARK T-SHIRT, INC.	0410	788543	030	0172	$1,077.00
A-MARK T-SHIRT, INC.	0415	788155	030	0171	$1,603.58
A-MARK T-SHIRT, INC.	0415	789570	030	7090	$2,478.51
A-MARK T-SHIRT, INC.	0423	789909	030	7090	$3,031.09
A-MARK T-SHIRT, INC.	0860	788559	030	0694	$1,174.33
A-MARK T-SHIRT, INC.	0884	788424	030	0140	$5,000.00
A-MARK T-SHIRT, INC.	0925	788872	030	7230	$355.39
A-MARK T-SHIRT, INC.	1395	789383	030	0500	$910.14
A-MARK T-SHIRT, INC.	1910	788952	130	5310	$391.14
A-MARK T-SHIRT, INC.	1920	789122	030	0734	$550.00
AMAZON CAPITAL SERVICES	0015	785545	030	7090	$4,000.00
AMAZON CAPITAL SERVICES	0060	788661	030	7090	$1,000.00
AMAZON CAPITAL SERVICES	0070	787809A	030	7090	$5,000.00
AMAZON CAPITAL SERVICES	0095	789347	030	7090	$3,000.00
AMAZON CAPITAL SERVICES	0098	788881	030	7090	$1,500.00
AMAZON CAPITAL SERVICES	0170	788775	030	7090	$5,000.00
AMAZON CAPITAL SERVICES	0208	786321	030	7090	$3,000.00
AMAZON CAPITAL SERVICES	0237	788989	030	0133	$1,000.00
AMAZON CAPITAL SERVICES	0305	788426	030	7090	$1,000.00
AMAZON CAPITAL SERVICES	0320	789344	080	8210	$1,000.00
AMAZON CAPITAL SERVICES	0355	785532	030	7090	$6,000.00

AMAZON CAPITAL SERVICES	0365	788996	030	7090	$2,000.00
AMAZON CAPITAL SERVICES	0417	786417	030	0115	$1,000.00
AMAZON CAPITAL SERVICES	0450	788655	030	7090	$1,500.00
AMAZON CAPITAL SERVICES	0475	791140	030	0110	$1,000.00
AMAZON CAPITAL SERVICES	0535	789806	030	0643	$1,000.00
AMAZON CAPITAL SERVICES	0567	788254	030	0110	$1,500.00
AMAZON CAPITAL SERVICES	0580	789857	030	0625	$1,500.00
AMAZON CAPITAL SERVICES	0619	788509	030	0138	$5,000.00
AMAZON CAPITAL SERVICES	0700	785046	030	0606	$3,500.00
AMAZON CAPITAL SERVICES	0701	786397	030	0193	$7,000.00
AMAZON CAPITAL SERVICES	0730	788992	030	0656	$1,000.00
AMAZON CAPITAL SERVICES	0785	788856	060	6547	$5,000.00
AMAZON CAPITAL SERVICES	0785	788858	060	6500	$5,000.00
AMAZON CAPITAL SERVICES	0864	784182	030	0695	$2,000.00
AMAZON CAPITAL SERVICES	1060	788887	030	7394	$1,000.00
AMAZON CAPITAL SERVICES	1895	787579	030	0717	$623.34
AMC, INC.	1920	769080	060	9046	$43.00
AMERICAN EAGLE ENTERPRISES	0919	788474	060	8150	$5,250.00
AMERICAN MUSIC	0727	789700	030	0168	$670.00
AMERICAN MUSIC	0727	789816	030	0168	$4,192.26
AMERICAN MUSIC	0727	791106	030	0168	$100.00
AMERICAN RED CROSS	0925	791166	030	7230	$3,789.15
AMERICAN T'S	0060	791027	030	0110	$497.33
AMERICAN T'S	0120	791052	030	0172	$1,525.57
AMERICAN T'S	0710	789537	030	0152	$1,957.00
AMPERSAND ICE CREAM, LLC	0235	788220	030	7090	$1,000.00
AMPERSAND ICE CREAM, LLC	0335	788301	030	7090	$500.00
AMPERSAND ICE CREAM, LLC	0460	788501	030	7090	$700.00
AMPLIFY EDUCATION, INC.	0285	788935	060	3010	$540.00
AMPLIFY EDUCATION, INC.	0535	789429	030	7090	$800.00
ANGEL KRAUSE	0700	788611	030	0606	$720.00
ANGEL KRAUSE	0727	788613	030	0169	$240.00
ANTHEM SPORTS, LLC	0055	788511	030	0172	$452.35
APPLEBY IMAGING, INC.	0890	791005	030	0708	$1,850.00
ARAMARK SERVICES, INC.	0227	788701	030	0644	$450.00
ARDENT GENERAL, INC.	1505	789860	060	3213	$3,440.00
ARMIDA ESPINOZA	0480	789459	030	7091	$1,515.25
ASCD	0810	789045	030	0649	$258.96
ASIAN SUPERMARKET	0015	789142	030	7091	$700.00
AT&T MOBILITY	0601	789256	030	0677	$52.85
AT&T MOBILITY	0601	AT000053032	030	0677	$600.00
AT&T MOBILITY	0725	789340	030	0173	$52.85
AT&T MOBILITY	0725	791327	030	0172	$52.85
AT&T MOBILITY	0732	788095	030	0658	$757.37
AT&T MOBILITY	0810	AT000053072	030	0500	$7.62
AT&T MOBILITY	1810	AT000053076	030	0500	$50.85
ATTAINMENT COMPANY, INC.	0785	789780	060	6500	$192.27

AUDEAMUS	0265	788242	030	7090	$485.76
AUDEAMUS	0553	789614	060	3182	$1,457.27
AUDEAMUS	0617	789864	030	0500	$821.50
AUDEAMUS	0700	789792	060	3010	$525.76
AURORA INSTITUTE	0886	789477	030	0140	$1,479.99
AVID CENTER	0265	789107	030	7090	$5,024.00
AVID CENTER	0421	788893	060	3010	$4,349.00
AVID CENTER	0423	789108	060	3182	$5,024.00
B & H PHOTO-VIDEO, INC.	0123	791061	030	0625	$4,818.16
B & H PHOTO-VIDEO, INC.	0130	788178	030	0125	$367.37
B & H PHOTO-VIDEO, INC.	0208	789789	030	7090	$250.25
B & H PHOTO-VIDEO, INC.	0421	788098	060	722E	$3,093.64
B & H PHOTO-VIDEO, INC.	0421	788779	060	722E	$2,495.44
B & H PHOTO-VIDEO, INC.	0440	791068	060	6010	$525.89
B & H PHOTO-VIDEO, INC.	0705	788567	110	6391	$416.17
B & H PHOTO-VIDEO, INC.	0710	788227	060	6388	$1,034.86
B & H PHOTO-VIDEO, INC.	0710	788555	060	6388	$7,208.04
B & H PHOTO-VIDEO, INC.	0710	788561	060	6388	$1,614.85
B & H PHOTO-VIDEO, INC.	0710	788563	060	6388	$29.84
B & H PHOTO-VIDEO, INC.	0710	789593	060	6388	$2,598.68
B & H PHOTO-VIDEO, INC.	0710	791232	060	6388	$552.26
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0005	791297	030	0172	$200.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0185	791124	030	7091	$100.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0188	791230	030	7090	$200.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0210	788217	030	7091	$200.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0235	788638	030	7090	$300.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0295	789841	030	7090	$300.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0320	788550	030	7090	$100.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0320	791066	030	0110	$100.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0320	791067	030	0110	$100.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0440	788642	030	7090	$500.00
BAKER DISTRIBUTING CO.	0919	786571	060	8150	$7,881.86
BALLOONS ARE EVERYWHERE, INC.	0010	788349	030	0171	$500.00
BALLOONS ARE EVERYWHERE, INC.	0240	789666	030	0171	$500.00
BALLOONS ARE EVERYWHERE, INC.	0455	789831	030	7090	$300.00
BARNES & NOBLE, INC.	0030	788334	030	0625	$2,000.00
BARNES & NOBLE, INC.	0030	788377	030	0115	$178.61
BARNES & NOBLE, INC.	0045	791256	030	0625	$500.00
BARNES & NOBLE, INC.	0095	788652	030	7090	$2,884.82
BARNES & NOBLE, INC.	0095	789756	030	0625	$1,000.00

BARNES & NOBLE, INC.	0098	788479	060	3182	$1,339.21
BARNES & NOBLE, INC.	0123	789651	030	0625	$5,000.00
BARNES & NOBLE, INC.	0185	789202	030	0625	$2,500.00
BARNES & NOBLE, INC.	0220	789217	030	0625	$1,500.00
BARNES & NOBLE, INC.	0285	789398	030	0625	$3,000.00
BARNES & NOBLE, INC.	0330	788352	030	0625	$400.00
BARNES & NOBLE, INC.	0335	789656	030	0125	$500.00
BARNES & NOBLE, INC.	0417	789138	030	0625	$5,000.00
BARNES & NOBLE, INC.	0440	789216	030	0625	$1,500.00
BARNES & NOBLE, INC.	0440	791022	030	7090	$795.61
BARNES & NOBLE, INC.	0445	789750	030	0625	$5,000.00
BARNES & NOBLE, INC.	0505	789300	060	3010	$1,314.25
BARNES & NOBLE, INC.	0510	791324	030	0625	$1,000.00
BARNES & NOBLE, INC.	0553	791155	060	3182	$155.00
BARNES & NOBLE, INC.	0580	789203	030	0625	$1,500.00
BARNES & NOBLE, INC.	0700	788849	030	0144	$8,837.30
BARNES & NOBLE, INC.	0701	789542	060	5828	$3,237.19
BARNES & NOBLE, INC.	0701	789606	060	3213	$5,068.61
BARNES & NOBLE, INC.	0701	789660	060	3213	$3,443.52
BARNES & NOBLE, INC.	0701	789749	060	3213	$5,000.00
BARNES & NOBLE, INC.	0701	789866	060	3010	$1,820.28
BARNES & NOBLE, INC.	0701	791259	060	3010	$1,016.86
BARNES & NOBLE, INC.	0710	791355	060	6388	$423.22
BARNES & NOBLE, INC.	0765	788322	120	6052	$4,000.00
BARNES & NOBLE, INC.	0785	789775	060	6500	$89.19
BARNES & NOBLE, INC.	0785	789802	060	6500	$109.95
BARNES & NOBLE, INC.	0790	788150	060	2600	$117.58
BARNES & NOBLE, INC.	0790	789314	060	2600	$503.18
BARNES & NOBLE, INC.	0790	789548	060	2600	$7,974.52
BARNES & NOBLE, INC.	0852	789210	030	0178	$3,000.00
BATTELLE FOR KIDS	0567	788660	060	3010	$499.00
BATTELLE FOR KIDS	0702	789048	060	9075	$998.00
BELMONT NURSERY	0460	788513	030	7090	$300.00
BENTLEY'S DRUM SHOP	1400	789439	030	7394	$1,000.00
BEST BUY BUSINESS ADVANTAGE ACCT.	0440	791197	060	6010	$2,837.48
BETTER FLOORING, INC.	0886	788478	030	0140	$3,160.39
BETTER FLOORING, INC.	0905	789540	030	0738	$4,933.24
BIG 5 SPORTING GOODS	0440	789550	060	6010	$1,600.00
BIG 5 SPORTING GOODS	0450	788263	030	0172	$800.00
BIG 5 SPORTING GOODS CORP.	0035	788698	030	7090	$4,000.00
BIG 5 SPORTING GOODS CORP.	0208	788271	030	0110	$175.00
BIG 5 SPORTING GOODS CORP.	0395	791198	030	0172	$1,000.00
BIG 5 SPORTING GOODS CORP.	0796	788120	030	0667	$2,000.00
BJS KOUNTRY KITCHEN ORIGINAL, LLC	0455	789488	030	7090	$440.00
BJ'S RESTAURANT CORP.	0852	783713	030	0679	$3,000.00
BLACKBEARDS	0710	789247	030	0152	$448.00
BLICK ART MATERIALS	0475	789586	060	3010	$6,530.66

BLICK ART MATERIALS	0727	789579	030	0168	$628.25
BLUFF POINTE GOLF COURSE	0060	788670	030	0172	$500.00
BLUFF POINTE GOLF COURSE	0395	788459	030	0172	$400.00
BLUUM USA, INC.	0230	788844	030	7091	$455.08
BLUUM USA, INC.	0710	789371	030	0152	$377.34
BOBBY SALAZAR'S	0185	789842	030	7091	$2,000.00
BOBBY SALAZAR'S	0185	791346	030	7090	$1,000.00
BOBBY SALAZAR'S	0240	788496	030	7091	$2,500.00
BOBBY SALAZAR'S	0340	791215	030	0110	$500.00
BOBBY SALAZAR'S	0725	788612	030	0171	$2,000.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0145	788143	030	7090	$500.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0423	788939	030	7090	$500.00
BOLING AIR MEDIA, INC.	0055	789702	030	0125	$3,120.00
BOOKSOURCE, THE	0420	788077	030	7090	$1,107.76
BOOSTERS, INC.	0185	788268	030	0172	$1,094.34
BOOT BARNES HOLDINGS	1920	789320	030	0734	$8,000.00
BOSCO FUNDRAISING, LLC	0325	791280	080	8210	$100.00
BOSCO FUNDRAISING, LLC	0430	789833	080	8210	$100.00
BRAINPOP.COM, LLC	0030	789050	030	0625	$2,664.75
BSK & ASSOCIATES	1921	755443A	350	0917	$3,000.00
BSN SPORTS, LLC	0030	789930	030	0172	$1,195.69
BSN SPORTS, LLC	0060	791167	030	0172	$412.37
BSN SPORTS, LLC	0145	784227	030	0172	$5,000.00
BSN SPORTS, LLC	0145	789363	030	0172	$762.15
BSN SPORTS, LLC	0145	791339	030	0172	$4,207.26
BSN SPORTS, LLC	0335	788005	030	0172	$479.32
BSN SPORTS, LLC	0335	788410	030	0172	$1,344.45
BSN SPORTS, LLC	0335	789047	030	0172	$124.87
BSN SPORTS, LLC	0335	789366	030	0172	$2,140.84
BSN SPORTS, LLC	0395	788675	030	0172	$2,808.32
BSN SPORTS, LLC	0395	789471	030	0172	$2,096.58
BSN SPORTS, LLC	0395	791319	030	0172	$2,935.74
BSN SPORTS, LLC	0415	788793	030	7090	$621.10
BSN SPORTS, LLC	0460	788682	030	0172	$2,873.60
BSN SPORTS, LLC	0530	788183	030	0172	$221.65
BSN SPORTS, LLC	0710	791260	030	0152	$3,957.04
BSN SPORTS, LLC	0919	788598	060	8150	$898.54
BUDGET CHALLENGE	0335	791054	060	6385	$1,000.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0423	788924	030	7090	$500.00
CABRERA, ROLANDO	0888	788208	030	0140	$442.80
CADA CENTRAL	0030	788769	030	0171	$840.00
CADA CENTRAL	0060	789390	030	0171	$735.00
CADA CENTRAL	0060	789510	030	0171	$300.00
CADA CENTRAL	0100	789014	030	0171	$920.00
CADA CENTRAL	0100	789458	030	0171	$300.00
CADA CENTRAL	0105	789846	030	0171	$770.00
CADA CENTRAL	0105	791102	030	0171	$300.00

CADA CENTRAL	0123	789486	030	0171	$315.00
CADA CENTRAL	0123	789894	030	7090	$530.00
CADA CENTRAL	0127	788286	030	0171	$300.00
CADA CENTRAL	0127	791013	030	0173	$770.00
CADA CENTRAL	0130	788250	030	0171	$1,070.00
CADA CENTRAL	0185	788884	030	0171	$1,070.00
CADA CENTRAL	0230	789335	030	7090	$530.00
CADA CENTRAL	0240	789815	030	0171	$300.00
CADA CENTRAL	0241	789223	030	7099	$306.26
CADA CENTRAL	0335	789016	030	0171	$805.00
CADA CENTRAL	0335	789258	030	0171	$300.00
CADA CENTRAL	0415	788198	030	0173	$910.00
CADA CENTRAL	0415	788633	030	0171	$770.00
CADA CENTRAL	0417	788211	030	0171	$1,215.00
CADA CENTRAL	0455	789554	030	7090	$735.00
CADA CENTRAL	0455	789805	030	7090	$300.00
CADA CENTRAL	0475	788828	030	0171	$805.00
CADA CENTRAL	0475	789028	030	0171	$150.00
CADA CENTRAL	0726	789460	030	0606	$770.00
CADA CENTRAL	0726	789462	030	0606	$770.00
CAI SAFETY SYSTEMS, INC.	0925	785652	030	7230	$2,000.00
CALIF. COALITION OF EARLY & MIDDLE COLLEGES	0706	788649	060	7412	$300.00
CALIF. CONTINUATION EDUC. ASSOC.	0230	789317	030	7090	$2,637.00
CALIFORNIA ASSOCIATION OF SCHOOL PSYCHOLOGIST	0785	788196	060	6546	$5,000.00
CALIFORNIA BUSINESS MACH., INC.	0005	788932	030	0110	$520.00
CALIFORNIA BUSINESS MACH., INC.	0098	788103	060	3182	$4,272.24
CALIFORNIA BUSINESS MACH., INC.	0225	789795	030	7090	$6,913.63
CALIFORNIA JUMPING	0265	789658	030	7090	$3,856.00
CALIFORNIA KEYBOARDS	0130	788647	060	3010	$341.30
CALIFORNIA MATH LEAGUE	0123	791277	030	7090	$177.01
CALIFORNIA SCHOOL NURSES ORGANIZATION	0730	788166	030	0656	$210.00
CALIFORNIA TURF AND LANDSCAPING	0055	789096	030	0172	$1,550.00
CALIFORNIA TURF AND LANDSCAPING	0055	789099	030	0172	$3,109.69
CALIFORNIANS DEDICATED TO ED FOUNDATION	0701	788662	060	5823	$2,220.00
CALVERT CATERING, DBA APPLE SPICE	0045	789038	030	0500	$503.50
CALVERT CATERING, DBA APPLE SPICE	0055	789478	030	7090	$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0235	788135	030	0172	$400.00
CALVERT CATERING, DBA APPLE SPICE	0320	791016	080	8210	$450.00
CALVERT CATERING, DBA APPLE SPICE	0325	785996	030	7090	$700.00
CALVERT CATERING, DBA APPLE SPICE	0415	783809	030	0115	$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0421	788604	060	722E	$704.00
CALVERT CATERING, DBA APPLE SPICE	0423	788927	030	7090	$500.00
CALVERT CATERING, DBA APPLE SPICE	0440	791120	030	7090	$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0450	789590	030	7090	$454.74
CALVERT CATERING, DBA APPLE SPICE	0619	789721	030	0138	$2,000.00
CALVERT CATERING, DBA APPLE SPICE	0700	784368	030	0606	$2,000.00

CALVERT CATERING, DBA APPLE SPICE	0710	788114	030	0152	$4,500.00
CALVERT CATERING, DBA APPLE SPICE	0710	788570	030	0152	$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0710	788581	030	0152	$2,500.00
CALVERT CATERING, DBA APPLE SPICE	0849	791225	030	0682	$2,500.00
CALVERT CATERING, DBA APPLE SPICE	0852	783972	030	0679	$2,000.00
CALVERT CATERING, DBA APPLE SPICE	0889	787570	030	0709	$250.00
CALVERT CATERING, DBA APPLE SPICE	1185	791315	030	0500	$2,000.00
CALVIN CREST CAMP	0725	791001	030	0173	$1,000.00
CAMBIUM LEARNING, INC.	0025	789498	030	7090	$508.91
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0130	788497	030	7090	$502.00
CAPTUREIT! IMPRINTING	0265	788267	030	0172	$5,000.00
CAROLINA BIOLOGICAL SUPPLY CO.	0055	789387	030	0125	$1,281.43
CAROLINA BIOLOGICAL SUPPLY CO.	0145	789734	030	7090	$483.16
CAROLINA BIOLOGICAL SUPPLY CO.	0395	789742	030	0125	$356.38
CARUTHERS HIGH SCHOOL	0395	791108	030	0172	$450.00
CASA	0155	789928	030	7090	$2,000.00
CASA CORONA	0030	788113	030	7090	$500.00
CASA CORONA	0055	784208	030	0125	$1,000.00
CASA CORONA	0055	789482	030	7090	$600.00
CASA CORONA	0125	788974	030	0124	$500.00
CASBO PROFESSIONAL DEV.	0880	788117	680	0851	$215.00
CASTILLO, CECILIA	1150	789744	350	0916	$47.55
CCAA	0102	789305	030	0172	$800.00
CCAA	0125	788868	030	0171	$528.00
CDW GOVERNMENT, INC.	0012	789032	030	0134	$798.54
CDW GOVERNMENT, INC.	0055	791071	030	0125	$600.26
CDW GOVERNMENT, INC.	0130	789467	030	0125	$67.72
CDW GOVERNMENT, INC.	0170	788558	060	3182	$7,289.25
CDW GOVERNMENT, INC.	0170	789875	030	7091	$360.26
CDW GOVERNMENT, INC.	0241	788811	030	7090	$4,897.10
CDW GOVERNMENT, INC.	0415	788552	060	3182	$2,584.15
CDW GOVERNMENT, INC.	0415	789284	030	7090	$133.09
CDW GOVERNMENT, INC.	0421	789495	030	0625	$2,186.99
CDW GOVERNMENT, INC.	0505	788569	060	3182	$4,102.97
CDW GOVERNMENT, INC.	0530	791352	030	7099	$1,126.84
CDW GOVERNMENT, INC.	0553	789265	060	3182	$2,927.20
CDW GOVERNMENT, INC.	0565	789617	030	7090	$564.61
CDW GOVERNMENT, INC.	0601	789280	030	0677	$99.09
CDW GOVERNMENT, INC.	0601	791248	060	3010	$747.61
CDW GOVERNMENT, INC.	0664	788115	030	0672	$266.18
CDW GOVERNMENT, INC.	0700	789504	060	3010	$1,062.41
CDW GOVERNMENT, INC.	0702	789283	060	9075	$399.27
CDW GOVERNMENT, INC.	0706	788110	030	0157	$85.60
CDW GOVERNMENT, INC.	0710	788246	060	6388	$574.84
CDW GOVERNMENT, INC.	0727	789279	030	0168	$287.12
CDW GOVERNMENT, INC.	0758	789040	030	7091	$1,863.26
CDW GOVERNMENT, INC.	0758	791039	030	7091	$1,028.83

CDW GOVERNMENT, INC.	0785	788808	060	6500	$510.58
CDW GOVERNMENT, INC.	0785	788809	060	6500	$1,725.43
CDW GOVERNMENT, INC.	0796	791070	030	0667	$333.37
CDW GOVERNMENT, INC.	0855	788547	030	0670	$1,700.72
CDW GOVERNMENT, INC.	0886	788441	030	0140	$220.22
CDW GOVERNMENT, INC.	0888	788923	060	3213	$948.06
CDW GOVERNMENT, INC.	0888	789278	060	3213	$1,424.81
CDW GOVERNMENT, INC.	0888	789372	060	3213	$260.04
CDW GOVERNMENT, INC.	0925	788181	030	7230	$2,426.04
CDW GOVERNMENT, INC.	0925	788576	030	7230	$266.18
CDW GOVERNMENT, INC.	1910	789056	130	5310	$1,327.29
CEFERINO DOLORES LOPEZ	0919	789036	060	8150	$9,832.00
CEFERINO DOLORES LOPEZ	0919	789039	060	8150	$4,950.00
CEFERINO DOLORES LOPEZ	0919	789046	060	8150	$2,220.00
CENCAL SERVICES, INC.	1905	788482	350	0917	$750.00
CENGAGE LEARNING	1748	784796	060	6300	$114.98
CENGAGE LEARNING	1748	788592	060	6300	$5,462.05
CENGAGE LEARNING	1748	789639	060	6300	$3,225.04
CENTER FOR LAND-BASED LEARNING	0710	788485	060	6388	$450.00
CENTRAL CAL METALS	0919	789311	060	8150	$6,446.83
CENTRAL HIGH SCHOOL	0055	788750	030	0172	$425.00
CENTRAL HIGH SCHOOL	0421	789836	030	0172	$100.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	787989	030	0716	$2,145.12
CENTRAL SANITARY SUPPLY CO., INC.	1910	788529	130	5310	$557.79
CENTRAL SANITARY SUPPLY CO., INC.	1910	788531	130	5310	$325.05
CENTRAL STAR MARKETING, LLC	0185	788173	030	0172	$242.70
CENTRAL VALLEY BLINDS	0170	791269	030	7090	$2,175.00
CENTRAL VALLEY BLINDS	0725	791024	030	0173	$1,800.00
CENTRAL VALLEY SPORTS STITCH & INK	0130	789574	030	0171	$208.35
CENTRAL VALLEY SPORTS STITCH & INK	0450	789352	030	0172	$1,343.54
CENTRAL VALLEY SPORTS STITCH & INK	0450	789355	030	0172	$2,925.45
CENTRAL VALLEY SPORTS STITCH & INK	0450	789461	030	0172	$1,246.03
CENTRAL VALLEY SPORTS STITCH & INK	0450	791000	030	7090	$1,955.72
CENTRAL VALLEY SPORTS STITCH & INK	0480	788112	030	0172	$310.00
CENTRAL VALLEY SPORTS STITCH & INK	1421	789327	030	0500	$348.36
CENTRO LA FAMILIA ADVOCACY SERVICES, INC.	0860	788336	030	0694	$2,500.00
CERTIPORT, INC.	0335	791320	060	722B	$3,640.00
CERTIPORT, INC.	0710	789386	060	6388	$3,640.00
CEV MULTIMEDIA, LTD	0230	789421	030	7090	$1,500.00
CHAMBER DIRECTORY SERVICES, INC.	0710	788270	030	0152	$419.00
CHAMPIONS FOR TOMORROW, INC.	0175	789861	030	7090	$750.00
CHARACTERSTRONG, LLC	0170	789746	030	7099	$499.00
CHEERLEADING COMPANY	0260	788817	030	0172	$306.28
CHILDREN'S PLUS, INC.	0090	791136	030	0625	$5,356.04
CHILDREN'S PLUS, INC.	0565	788854	030	0625	$8,653.40
CHILDREN'S PLUS, INC.	0765	788843	120	6052	$3,858.40
CHILDREN'S PLUS, INC.	0895	TA231015456	030	0112	$315.00

CHOCOLATE WISHES AND TREATS	0125	788716	030	0124	$1,500.00
CHURRASCO GRILL	0155	789941	030	7090	$2,000.00
CHURRASCO GRILL	0335	788310	030	7090	$750.00
CIF	0335	788284	030	0172	$1,740.64
CIF CENTRAL SECTION	0335	788282	030	0172	$6,030.00
CITY OF FRESNO CONVENTION & ENTERTAINMENT CENTER	0930	788280	030	0720	$9,704.00
CITY OF FRESNO PARCS	0725	789017	030	0172	$3,090.00
CITY OF FRESNO PARCS	0796	789785	030	0667	$250.00
CITY OF FRESNO/FIRE DEPT.	1045	788425	060	3213	$134.00
CITY OF FRESNO/FIRE DEPT.	1105	788427	060	3213	$134.00
CITY OF FRESNO/FIRE DEPT.	1285	788774	060	3213	$134.00
CITY OF FRESNO/FIRE DEPT.	1330	788772	060	3213	$134.00
CITY OF FRESNO/POLICE DEPT.	0055	789246	030	7090	$3,000.00
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1055	788683	350	0913	$5,083.00
CKEPUSA, LLC	0440	788081	130	5310	$3,187.51
CLASSKICK	0440	788684	030	7099	$4,899.00
CLAY MIX	0335	788585	030	0125	$1,500.00
CLAY MIX	0727	789456	030	0168	$450.00
CLAY MIX	0727	789882	030	0168	$400.00
CLAY MIX	0727	791014	030	0168	$148.98
CLOVIS EAST HIGH SCHOOL	0421	791113	030	0172	$400.00
CLOVIS HIGH SCHOOL	0185	788782	030	0172	$595.00
CLOVIS VETERANS MEMORIAL DISTRICT	0228	791109	030	0644	$850.00
CLOVIS VETERANS MEMORIAL DISTRICT	0810	791110	030	0649	$1,182.50
CLOVIS VETERANS MEMORIAL DISTRICT	0811	791107	030	0130	$5,681.25
CLOVIS WEST HIGH SCHOOL	0185	791177	030	0172	$500.00
CLOVIS WEST HIGH SCHOOL	0235	789013	030	0172	$170.00
CMAC	0145	791332	030	0172	$1,700.00
COLORADO TIME SYSTEMS, LLC	0185	789325	030	0172	$4,237.30
COLORADO TIME SYSTEMS, LLC	0185	789902	030	0172	$114.84
COMMITTEE FOR CHILDREN	0450	788863	030	7090	$2,393.45
COMMUNITY CARE LICENSING	0765	788622	120	6105	$25.00
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	788591	060	6500	$138.73
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	788591	120	6105	$3,479.87
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	788627	060	6500	$337.16
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	788627	120	6105	$8,457.13
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	788956	120	6105	$8,151.90
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	789285	120	6105	$6,694.85
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	789286	120	6105	$1,734.14
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	789612	120	6105	$893.35
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	789619	120	6105	$6,823.85
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	789705	120	6105	$8,441.55
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	789848	120	6105	$1,786.69
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	789869	120	6105	$1,786.69
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	788176	060	6500	$4,172.83
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	788177	060	6500	$784.19

COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	788179	060	6500	$2,125.01
COMPASS GROUP USA, INC. DBA CHARTWELLS HIGHER EDUCATION	0706	791010	060	7412	$607.85
CORE BUSINESS INTERIORS, INC.	0450	789018	030	7099	$1,987.00
CORE BUSINESS INTERIORS, INC.	0855	789620	030	0670	$6,247.26
CORE BUSINESS INTERIORS, INC.	0890	791289	030	0708	$1,224.57
CORE BUSINESS INTERIORS, INC.	0905	791073	030	0738	$4,839.02
COUNTY OF FRESNO/HEALTH SVS.	0924	791158	060	8150	$1,714.00
CREATIVE LEARNING SYSTEMS	0710	791133	060	6388	$3,275.00
CRESCO	1910	788389	130	5310	$691.01
CRESCO	1910	788403	130	5310	$1,679.43
CRESCO	1910	788520	130	5310	$4,620.80
CRESCO	1910	788521	130	5310	$4,288.49
CRESCO	1910	788522	130	5310	$9,179.51
CRESCO	1910	788523	130	5310	$288.25
CRESCO	1910	788695	130	5310	$1,187.15
CRESCO	1910	788834	130	5310	$1,365.93
CRESCO	1910	789162	130	5310	$3,917.94
CRESCO	1910	789618	130	5310	$6,833.63
CRUMBL COOKIES	0710	788578	030	0152	$750.00
CRUMBL COOKIES	0755	789600	030	0176	$2,000.00
CTA/BURLINGAME	0415	788264	030	7090	$516.00
CULLINAN EDUCATION CENTER	0320	791228	060	3010	$52.01
CULTER-OROSI JOINT UNIFIED SCHOOL DISTRICT	0145	789227	030	0172	$450.00
CURRICULUM ASSOCIATES, INC.	0035	788785	030	7090	$6,936.00
CURRICULUM ASSOCIATES, INC.	0255	788370	030	7090	$436.90
CURRICULUM ASSOCIATES, INC.	0530	788957	030	7099	$6,936.00
DAVE'S DONUT SHOP	0415	789499	030	7090	$1,000.00
DAYLIGHT FOODS, INC.	0705	791119	110	6390	$1,000.00
DBQ PROJECT	0395	788484	030	0125	$848.00
DEL ORO HIGH SCHOOL	0335	788905	030	0172	$100.00
DELI DELICIOUS	0035	784059	030	7090	$400.00
DELI DELICIOUS	0230	788253	030	0171	$1,000.00
DELI DELICIOUS	0440	789175	030	0115	$500.00
DELI DELICIOUS	0710	789935	030	0152	$750.00
DELI DELICIOUS	0852	783963	030	0679	$2,500.00
DELI DELICIOUS	0865	788226	030	0602	$600.00
DELTAMATH SOLUTIONS, INC.	0145	789855	030	7090	$4,500.00
DEMCO, INC.	0010	788320	030	7090	$2,723.50
DEMCO, INC.	0105	788158	030	0625	$595.74
DEMCO, INC.	0130	789821	030	0625	$3,196.91
DEMCO, INC.	0145	789394	030	0625	$1,364.97
DEMCO, INC.	0165	788838	030	0625	$901.03
DEMCO, INC.	0165	788839	030	0625	$454.48
DEMCO, INC.	0165	788840	030	0625	$346.71
DEMCO, INC.	0165	789800	030	0625	$73.69
DEMCO, INC.	0265	789401	030	0625	$2,585.10

DEMCO, INC.	0330	788431	030	0625	$420.15
DEMCO, INC.	0415	788623	030	0625	$1,270.72
DEMCO, INC.	0480	789933	030	0625	$1,040.83
DEMCO, INC.	0490	788504	030	0625	$939.70
DEMCO, INC.	0495	788360	030	0625	$253.73
DEMCO, INC.	0500	789571	030	0625	$514.44
DEMCO, INC.	0565	789321	030	0625	$173.50
DEMCO, INC.	0567	791045	030	0625	$1,225.41
DENCO SALES	0130	788812	030	7090	$1,840.69
DENCO SALES	0230	789187	030	7091	$1,500.00
DENCO SALES	0790	788335	060	2600	$5,000.00
DEPARTMENT OF GENERAL SERVICES	0930	791157	030	0720	$1,629.25
DERREL'S MINI STORAGE #21/TULARE ST.	0755	789947	030	0176	$2,158.00
DEVELOPMENT GROUP, INC.	0664	789897	030	0188	$8,709.91
DI CICCO'S/KINGS CANYON	0155	789927	030	7090	$2,000.00
DICICCO'S	0240	788495	030	7091	$3,500.00
DICICCOS ITALIAN RESTAURANT	0060	785315	030	0111	$139.27
DICICCO'S ITALIAN RESTAURANT	0852	788608	030	0679	$1,500.00
DINUBA HIGH SCHOOL	0145	788237	030	0172	$200.00
DINUBA HIGH SCHOOL	0421	788566	030	0172	$450.00
DISNEYLAND RESORT - GREAT SERVICES TICKETS	0710	788229	030	0152	$6,372.00
DISNEYLAND RESORT - GREAT SERVICES TICKETS	0710	789665	030	0152	$8,890.00
DJM DRAPERY SERVICE	0889	788488	030	0709	$513.58
DJM DRAPERY SERVICE	1235	789634	060	3213	$376.55
DJM DRAPERY SERVICE	1505	788350	350	0916	$1,182.00
DL SIGN SYSTEMS	0055	786876	030	0172	$500.00
DL SIGN SYSTEMS	0055	788175	030	7090	$7,639.46
DL SIGN SYSTEMS	0365	788810	080	8210	$1,256.43
DL SIGN SYSTEMS	0421	788656	030	0171	$2,232.00
DL SIGN SYSTEMS	0421	789767	030	7090	$815.00
DL SIGN SYSTEMS	0706	788786	030	0157	$5,000.00
DL SIGN SYSTEMS	0795	788169	030	0705	$1,255.58
DONALD KEITH CAPPELLUTI	0145	789640	030	7090	$399.93
DONALD KEITH CAPPELLUTI	0710	788983	030	0152	$727.28
DONALD KEITH CAPPELLUTI	0710	788984	030	0152	$2,200.36
DOUGGY FRESH PIZZA	0005	791299	030	0172	$1,000.00
DOUGGY FRESH PIZZA	0710	788580	030	0152	$750.00
DOUGGY FRESH PIZZA	0710	788618	030	0152	$1,500.00
DR-GRAPHIX	0795	788862	030	0705	$2,400.00
DUFFY, TOM COMPANY	0919	788373	060	8150	$1,299.12
DUMONT PRINTING, INC.	0710	791264	030	0152	$1,362.00
DUMONT PRINTING, INC.	0725	788416	030	0170	$1,600.00
DUMONT PRINTING, INC.	0725	788416	030	0171	$400.00
DUTCH BROS COFFEE FRESNO	0020	789447	030	7090	$2,500.00
EAGLESHIELD PEST CONTROL, INC.	0924	789249	060	8150	$950.00
EAGLESHIELD PEST CONTROL, INC.	1920	788535	060	8150	$8,800.00
EAST FRESNO KIWANIS	0860	789944	030	0694	$5,000.00

EASTER SOFTBALL CLASSIC	0055	788747	030	0172	$800.00
ECONOMIC DEVELOPMENT CORP.	0860	788725	030	0694	$2,500.00
EDCLUB, INC.	0005	788934	030	0113	$281.09
EDISON HIGH STUDENT BODY	0208	789851	030	0172	$125.00
EDISON HIGH STUDENT BODY	0421	788565	030	0172	$100.00
EKC ENTERPRISES, INC.	0601	788243	030	0500	$4,828.04
EKC ENTERPRISES, INC.	0796	788190	030	0667	$849.44
EKC ENTERPRISES, INC.	0919	788118	060	8150	$2,641.90
EKC ENTERPRISES, INC.	0919	788855	060	8150	$1,211.67
EKC ENTERPRISES, INC.	0919	788857	060	8150	$1,129.33
EKC ENTERPRISES, INC.	0919	789899	060	8150	$5,169.42
ELITE EVENT VENUES, LLC	0765	788463	120	6105	$5,900.00
ELITE LANDSCAPE CONSTRUCTION, INC.	1150	789907	350	0916	$4,932.35
ENABLEMART	0725	789777	030	0172	$552.58
ENABLING DEVICES, INC.	0785	791131	060	6500	$102.88
ENVIRO CLEAN	0423	791159	030	0734	$100.00
ENVIRO CLEAN	0925	789075	030	7230	$2,495.30
ENVIRO CLEAN	0925	789914	030	7230	$568.84
ENVIRO CLEAN	1891	788945	030	0716	$4,572.37
ENVIRO CLEAN	1891	791069	030	0716	$6,189.93
ENVIRO CLEAN	1910	789308	130	5310	$51.99
ENVIRO CLEAN	1920	788487	030	0734	$4,934.38
ENVIRO CLEAN	1920	788498	350	0917	$1,614.20
ENVIRO CLEAN	1920	788899	350	0917	$9,868.76
ENVIRO CLEAN	1920	789044	030	0734	$5,901.35
EUGENE MITCHELL JR., DBA GENEACK GRILLING AND CATERING	0601	791239	030	0500	$2,000.00
EVO BLUESTEIN	0460	788541	030	7090	$3,700.00
EWELL EDUCATIONAL SERVICES, INC.	0710	788583	030	0152	$927.00
EXETER HIGH SCHOOL	0145	789229	030	0172	$425.00
EXPLORE LEARNING, LLC	0421	791323	030	0144	$1,380.00
EXPLORE LEARNING, LLC	0421	791323	030	7090	$5,520.00
EXPO DECOR	0865	788697	030	0500	$5,010.00
EXPO PARTY RENTAL & SALES	0230	791290	030	0124	$468.64
FAGEN FRIEDMAN & FULFROST	0880	789101	680	0851	$125.00
FAMILY PHOTO BOOTH	0455	788692	030	7090	$300.00
FAN IN A BOX, LLC	0208	789872	080	8210	$2,000.00
FAN IN A BOX, LLC	0240	789435	030	0128	$1,500.00
FAN IN A BOX, LLC	0240	791138	030	7091	$3,000.00
FAN IN A BOX, LLC	0340	789770	030	7090	$3,000.00
FAN IN A BOX, LLC	0385	788678	030	7090	$3,270.27
FAN IN A BOX, LLC	0505	788141	030	7090	$2,990.46
FARMERSVILLE HIGH SCHOOL	0421	788232	030	0172	$400.00
FASTENAL COMPANY	0140	791170	030	0734	$491.30
FASTSIGNS	0200	789817	030	7090	$191.13
FERGUSON ENTERPRISES, INC.	0919	789064	060	8150	$3,630.89
FERGUSON ENTERPRISES, INC.	0919	789102	060	8150	$5,331.66

FERNO-WASHINGTON, INC.	0664	788437	030	0672	$7,705.85
FIRST 5 FRESNO COUNTY	0852	785369	030	0679	$404.00
FIRST 5 FRESNO COUNTY	0852	788873	030	0679	$1,326.00
FIRST 5 FRESNO COUNTY	0852	788874	030	0679	$1,326.00
FIRST 5 FRESNO COUNTY	0852	788879	030	0679	$1,326.00
FIRST 5 FRESNO COUNTY	0852	788883	030	0679	$1,326.00
FIRST 5 FRESNO COUNTY	0885	789345	030	0140	$378.00
FIRST 5 FRESNO COUNTY	0885	791051	030	0140	$429.00
FIRST STRING SPORTS	0055	789487	030	0125	$1,713.72
FIRST STRING SPORTS	0075	791330	030	0172	$6,600.00
FIRST STRING SPORTS	0105	788019	030	0172	$1,377.73
FIRST STRING SPORTS	0105	788027	030	0172	$205.12
FIRST STRING SPORTS	0105	788033	030	0172	$492.58
FIRST STRING SPORTS	0105	788180	030	0172	$782.32
FIRST STRING SPORTS	0105	791193	030	0172	$277.11
FIRST STRING SPORTS	0120	788673	030	0172	$500.00
FIRST STRING SPORTS	0123	787144	030	7090	$1,000.00
FIRST STRING SPORTS	0135	788451	030	0172	$2,500.00
FIRST STRING SPORTS	0185	788312	030	0172	$207.51
FIRST STRING SPORTS	0235	787963	030	0172	$2,005.67
FIRST STRING SPORTS	0235	791199	030	0172	$1,000.00
FIRST STRING SPORTS	0250	788257	030	0172	$1,000.00
FIRST STRING SPORTS	0285	789109	030	0172	$4,007.61
FIRST STRING SPORTS	0285	789309	030	0172	$97.30
FIRST STRING SPORTS	0290	789052	030	0172	$475.57
FIRST STRING SPORTS	0290	789058	030	0172	$1,714.99
FIRST STRING SPORTS	0335	788930	030	0172	$3,000.00
FIRST STRING SPORTS	0340	788454	030	0172	$500.00
FIRST STRING SPORTS	0422	788867	030	0172	$2,000.00
FIRST STRING SPORTS	0430	788928	030	0172	$4,000.00
FIRST STRING SPORTS	0450	788262	030	0172	$500.00
FIRST STRING SPORTS	0480	788929	030	0172	$600.00
FIRST STRING SPORTS	0490	789549	030	0172	$614.17
FIRST STRING SPORTS	0550	788442	030	0172	$4,000.00
FIRST STRING SPORTS	0575	787225	030	0172	$2,000.00
FIRST STRING SPORTS	1891	788358	030	0716	$2,500.44
FISHER SCIENTIFIC COMPANY	0710	788382	030	0152	$118.64
FITNESS FINDERS, INC.	0285	789784	080	8210	$667.60
FLINN SCIENTIFIC, INC.	0055	788505	030	7090	$847.49
FLINN SCIENTIFIC, INC.	0395	788408	060	722D	$1,268.32
FLINN SCIENTIFIC, INC.	0423	788836	060	3182	$1,326.04
FLINN SCIENTIFIC, INC.	1748	789087	060	6300	$1,826.89
FOCUS FORWARD	0705	789031	110	6391	$5,000.00
FOCUS PACKAGING & SUPPLY CO.	1910	788362	130	5310	$6,450.00
FOLLETT SCHOOL SOLUTIONS, LLC	0235	788847	030	0625	$450.86
FOLLETT SCHOOL SOLUTIONS, LLC	0235	789732	030	7090	$1,095.30
FOLLETT SCHOOL SOLUTIONS, LLC	0265	776901B	030	7090	$339.01

FOLLETT SCHOOL SOLUTIONS, LLC	0330	789738	030	0625	$116.05
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789546	060	3213	$1,412.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789552	060	3213	$1,452.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789555	060	3213	$1,350.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789556	060	3213	$1,350.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789558	060	3213	$1,350.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789560	060	3213	$1,350.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789568	060	3213	$1,670.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789572	060	3213	$1,152.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789575	060	3213	$1,350.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789578	060	3213	$1,670.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789581	060	3213	$1,696.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	789584	060	3213	$1,350.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1055	789768	350	0917	$1,090.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1105	777306A	060	3213	$4,220.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1170	776929A	060	3213	$4,220.00
FORESTIERE UNDERGROUND GARDENS, LLC	0125	788758	030	0171	$120.00
FREESTYLE EVENT SERVICES	0235	788333	070	0761	$2,000.00
FRESNO AG HARDWARE	0185	789130	030	0125	$750.00
FRESNO AIR CONDITIONING	0919	787819	060	8150	$3,191.48
FRESNO BEKINS	1505	764820A	350	0916	$4,227.50
FRESNO BREAKFAST HOUSE, LLC	0885	789709	030	0140	$1,000.00
FRESNO CHAFFEE ZOO CORPORATION	0102	791204	030	0171	$134.00
FRESNO CHAFFEE ZOO CORPORATION	0240	788993	030	7090	$111.00
FRESNO CHAFFEE ZOO CORPORATION	0710	788963	030	0152	$689.00
FRESNO CHAMBER OF COMMERCE	0860	791191	030	0694	$465.00
FRESNO CITY COLLEGE	0421	788914	030	0125	$175.00
FRESNO CITY COLLEGE	0786	789273	060	6500	$5,382.00
FRESNO CITY COLLEGE/MUSIC	1400	788979	030	7394	$175.00
FRESNO COUNTY FARM BUREAU	0710	789662	030	0152	$975.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0240	789331	060	3010	$550.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0335	789834	030	7090	$800.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0575	788108	030	7090	$9,300.00
FRESNO EQUIPMENT COMPANY	0208	788860	030	7090	$1,000.00
FRESNO EQUIPMENT COMPANY	0235	789373	030	0125	$2,000.00
FRESNO HIGH SCHOOL	0170	791241	030	7090	$200.00
FRESNO HIGH STUDENT BODY	0145	788238	030	0172	$120.00
FRESNO HIGH STUDENT BODY	0145	789225	030	0172	$210.00
FRESNO HIGH STUDENT BODY	0145	791038	030	0172	$300.00
FRESNO HIGH STUDENT BODY	0235	791002	030	0172	$170.00
FRESNO OXYGEN	0130	788328	030	0171	$800.00
FRESNO OXYGEN	0235	785143	030	0172	$1,000.00
FRESNO PACIFIC UNIVERSITY	1400	788986	030	7394	$100.00
FRESNO ROOFING CO., INC.	0725	788448	030	0172	$8,000.00
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0235	767387A	030	0625	$1,076.40

FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0423	787794A	030	7091	$457.00
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0475	789511	030	0625	$560.51
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0500	788962	030	0625	$500.50
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	1758	788483	060	3010	$921.06
FUNWORKS/KAREN GAINES	0005	789726	030	7099	$2,000.00
FUNWORKS/KAREN GAINES	0090	788609	030	0643	$2,750.00
FUNWORKS/KAREN GAINES	0200	788941	080	8210	$3,000.00
FUNWORKS/KAREN GAINES	0260	789566	080	8210	$2,000.00
FUNWORKS/KAREN GAINES	0365	788708	080	8210	$2,750.00
FUNWORKS/KAREN GAINES	0365	789464	060	6010	$1,000.00
FUNWORKS/KAREN GAINES	0385	788557	030	0172	$1,100.00
FUNWORKS/KAREN GAINES	0420	788603	030	7090	$550.00
FUNWORKS/KAREN GAINES	0535	788825	080	8210	$3,500.00
G W SCHOOL SUPPLY	0005	788292	030	7090	$200.00
G W SCHOOL SUPPLY	0005	788355	030	7090	$200.00
G W SCHOOL SUPPLY	0005	788359	030	7090	$200.00
G W SCHOOL SUPPLY	0005	788361	030	7090	$200.00
G W SCHOOL SUPPLY	0005	789147	060	6010	$1,000.00
G W SCHOOL SUPPLY	0015	791149	030	7091	$300.00
G W SCHOOL SUPPLY	0015	791152	030	7091	$300.00
G W SCHOOL SUPPLY	0020	789761	030	0110	$50.00
G W SCHOOL SUPPLY	0025	789143	060	6010	$1,000.00
G W SCHOOL SUPPLY	0035	789141	060	6010	$1,000.00
G W SCHOOL SUPPLY	0035	791137	030	0110	$250.00
G W SCHOOL SUPPLY	0035	791139	030	0110	$150.00
G W SCHOOL SUPPLY	0045	789409	060	6010	$1,000.00
G W SCHOOL SUPPLY	0060	787665A	060	2600	$1,500.00
G W SCHOOL SUPPLY	0075	789119	060	6010	$500.00
G W SCHOOL SUPPLY	0095	788770	030	7090	$400.00
G W SCHOOL SUPPLY	0095	789148	060	6010	$1,000.00
G W SCHOOL SUPPLY	0095	789759	030	0625	$500.00
G W SCHOOL SUPPLY	0098	788182	060	3182	$774.76
G W SCHOOL SUPPLY	0120	789150	060	6010	$1,000.00
G W SCHOOL SUPPLY	0123	789653	030	0171	$300.00
G W SCHOOL SUPPLY	0130	789650	120	6105	$500.00
G W SCHOOL SUPPLY	0135	789117	060	6010	$1,000.00
G W SCHOOL SUPPLY	0140	789404	060	2600	$1,000.00
G W SCHOOL SUPPLY	0145	789213	030	7090	$200.00
G W SCHOOL SUPPLY	0145	789214	030	7090	$200.00
G W SCHOOL SUPPLY	0145	789215	030	7090	$200.00
G W SCHOOL SUPPLY	0150	789413	060	6010	$1,000.00
G W SCHOOL SUPPLY	0155	789412	060	6010	$1,000.00
G W SCHOOL SUPPLY	0160	789402	060	2600	$1,000.00
G W SCHOOL SUPPLY	0165	789406	060	2600	$1,000.00

G W SCHOOL SUPPLY	0175	788055	030	7090	$900.00
G W SCHOOL SUPPLY	0195	789405	060	2600	$1,000.00
G W SCHOOL SUPPLY	0200	789303	030	0110	$175.00
G W SCHOOL SUPPLY	0208	789151	060	6010	$2,000.00
G W SCHOOL SUPPLY	0208	789859	030	0110	$100.00
G W SCHOOL SUPPLY	0210	789302	030	0171	$150.00
G W SCHOOL SUPPLY	0215	789115	030	0113	$1,491.00
G W SCHOOL SUPPLY	0215	789125	030	0113	$1,491.00
G W SCHOOL SUPPLY	0215	789127	030	0113	$1,491.00
G W SCHOOL SUPPLY	0215	789129	030	0113	$1,491.00
G W SCHOOL SUPPLY	0215	789131	030	0113	$1,491.00
G W SCHOOL SUPPLY	0220	789221	030	0625	$1,000.00
G W SCHOOL SUPPLY	0220	791148	060	6500	$150.00
G W SCHOOL SUPPLY	0225	789153	060	6010	$1,000.00
G W SCHOOL SUPPLY	0285	789407	060	6010	$1,000.00
G W SCHOOL SUPPLY	0290	788706	030	0110	$302.00
G W SCHOOL SUPPLY	0290	788742	030	0110	$220.00
G W SCHOOL SUPPLY	0290	788757	030	0113	$200.00
G W SCHOOL SUPPLY	0290	788764	030	0110	$200.00
G W SCHOOL SUPPLY	0290	788766	030	0110	$151.01
G W SCHOOL SUPPLY	0290	788766	030	0113	$647.99
G W SCHOOL SUPPLY	0290	789116	060	6010	$2,500.00
G W SCHOOL SUPPLY	0295	789408	060	6010	$1,000.00
G W SCHOOL SUPPLY	0305	788514	060	3010	$500.00
G W SCHOOL SUPPLY	0305	789414	060	6010	$1,000.00
G W SCHOOL SUPPLY	0310	789164	060	6010	$2,000.00
G W SCHOOL SUPPLY	0320	788295	030	7090	$200.00
G W SCHOOL SUPPLY	0320	791147	030	0625	$750.00
G W SCHOOL SUPPLY	0330	788353	030	0625	$300.00
G W SCHOOL SUPPLY	0330	789415	060	6010	$1,000.00
G W SCHOOL SUPPLY	0335	789179	030	7090	$1,500.00
G W SCHOOL SUPPLY	0335	789211	030	0125	$400.00
G W SCHOOL SUPPLY	0340	788303	030	7090	$250.00
G W SCHOOL SUPPLY	0340	788304	030	7090	$250.00
G W SCHOOL SUPPLY	0340	789085	030	7090	$250.00
G W SCHOOL SUPPLY	0340	789165	060	6010	$2,000.00
G W SCHOOL SUPPLY	0355	789417	060	6010	$1,000.00
G W SCHOOL SUPPLY	0365	788577	030	0625	$400.00
G W SCHOOL SUPPLY	0385	789167	060	6010	$1,000.00
G W SCHOOL SUPPLY	0410	789209	060	6010	$3,000.00
G W SCHOOL SUPPLY	0421	788307	060	6500	$200.00
G W SCHOOL SUPPLY	0430	789114	060	6010	$1,500.00
G W SCHOOL SUPPLY	0435	789410	060	6010	$1,000.00
G W SCHOOL SUPPLY	0450	788294	030	7090	$1,500.00
G W SCHOOL SUPPLY	0450	789419	060	6010	$1,000.00
G W SCHOOL SUPPLY	0460	789418	060	6010	$1,000.00
G W SCHOOL SUPPLY	0470	789132	030	0110	$3,000.00

G W SCHOOL SUPPLY	0475	789411	060	6010	$1,000.00
G W SCHOOL SUPPLY	0480	789105	060	6010	$500.00
G W SCHOOL SUPPLY	0480	789206	030	0625	$430.00
G W SCHOOL SUPPLY	0485	789170	060	6010	$1,000.00
G W SCHOOL SUPPLY	0485	789172	030	7090	$100.00
G W SCHOOL SUPPLY	0485	789185	030	7090	$200.00
G W SCHOOL SUPPLY	0485	789186	030	7090	$200.00
G W SCHOOL SUPPLY	0490	789111	060	6010	$1,000.00
G W SCHOOL SUPPLY	0500	788768	060	6010	$500.00
G W SCHOOL SUPPLY	0535	789123	060	6010	$1,000.00
G W SCHOOL SUPPLY	0535	789126	030	0625	$200.00
G W SCHOOL SUPPLY	0553	791154	060	3182	$271.00
G W SCHOOL SUPPLY	0565	789112	060	6010	$1,000.00
G W SCHOOL SUPPLY	0567	789083	060	6010	$1,000.00
G W SCHOOL SUPPLY	0580	789763	120	6105	$200.00
G W SCHOOL SUPPLY	0710	789134	030	0152	$500.00
G W SCHOOL SUPPLY	0710	789301	060	6388	$500.00
G W SCHOOL SUPPLY	0727	789298	030	0168	$350.00
G W SCHOOL SUPPLY	0791	789299	060	2600	$1,000.00
G W SCHOOL SUPPLY	0852	789207	030	0178	$400.00
GIMKIT, INC.	0265	788966	030	7090	$1,000.00
GIPPER MEDIA, INC.	0055	791082	030	0172	$1,200.00
GLOBAL DATEBOOKS	0510	789940	030	7090	$1,048.66
GOLD STAR FOODS, INC.	1910	786954	130	5310	$190.32
GOLD STAR FOODS, INC.	1910	786961	130	5310	$64.20
GOLD STAR FOODS, INC.	1910	788162	130	5310	$1,757.60
GOLD STAR FOODS, INC.	1910	788897	130	5310	$2,778.30
GOLD STAR FOODS, INC.	1910	789192	130	5310	$3,354.00
GOLD STAR FOODS, INC.	1910	789423	130	5310	$1,414.50
GOLD STAR FOODS, INC.	1910	789424	130	5310	$4,619.00
GOLD STAR FOODS, INC.	1910	789703	130	5310	$2,590.00
GOLD STAR FOODS, INC.	1910	789708	130	5310	$2,320.00
GOLD STAR FOODS, INC.	1910	789717	130	5310	$4,728.00
GOLDEN VALLEY HIGH SCHOOL	0395	788492	030	0172	$400.00
GOLDEN WEST HIGH SCHOOL	0185	788901	030	0172	$450.00
GOLDEN WEST HIGH SCHOOL	0335	789853	030	0172	$120.00
GOLF CAR CENTRAL SERVICE	0395	789739	030	0125	$3,500.00
GOLF CAR CENTRAL SERVICE	0423	789725	030	7090	$5,000.00
GOODHEART-WILLCOX CO.	0335	791196	060	722C	$8,242.06
GOODHEART-WILLCOX CO.	0710	788385A	060	6387	$2,376.00
GOORABIAN-ELLIS, JULIE	0415	788366	030	7090	$481.00
GOPHER	0010	789270	060	6010	$514.93
GOPHER	0075	791115	060	6010	$125.55
GOPHER	0075	791118	060	6010	$100.99
GOPHER	0130	789807	030	0171	$996.27
GOPHER	0185	791121	030	0125	$959.46
GOPHER	0185	791203	030	0125	$486.86

GOPHER	0185	791294	030	0125	$998.98
GOPHER	0330	788306	030	0172	$559.53
GOPHER	0335	789900	030	7090	$3,931.87
GOPHER	0335	791019	030	0125	$2,985.84
GOPHER	0415	788794	030	7090	$3,566.31
GOPHER	0421	791172	030	0125	$2,578.07
GOPHER	0475	789002	030	0110	$2,610.11
GOPHER	0565	788338	030	7090	$735.76
GORDON INDUSTRIAL SUPPLY, INC.	0710	789870	060	6388	$500.00
GOTTSCHALK MUSIC CENTER	0415	788132	030	7090	$523.70
GOTTSCHALK MUSIC CENTER	0421	788323	030	0125	$500.00
GOTTSCHALK MUSIC CENTER	0505	791096	060	3010	$6,756.71
GOTTSCHALK MUSIC CENTER	0727	788491	680	0851	$717.64
GOTTSCHALK MUSIC CENTER	0727	788835	680	0851	$1,243.31
GOTTSCHALK MUSIC CENTER	0727	789693	030	0168	$100.00
GOTTSCHALK MUSIC CENTER	0727	789695	030	0168	$625.00
GOTTSCHALK MUSIC CENTER	0727	789698	030	0168	$510.00
GOTTSCHALK MUSIC CENTER	0727	789699	030	0168	$375.00
GOTTSCHALK MUSIC CENTER	0727	791008	030	0168	$425.00
GOTTSCHALK MUSIC CENTER	0727	791103	030	0168	$485.00
GRADECAM, LLC	0235	791117	060	3010	$600.00
GRADUATE SERVICES, LTD	0230	764043A	030	7090	$4,969.36
GRADUATE SERVICES, LTD	0335	789403	030	7140	$500.00
GRADUATE SERVICES, LTD	0335	789887	030	7090	$3,000.00
GRAINGER, INC.	0710	785805	030	6350	$382.98
GRAINGER, INC.	0710	788386	030	6350	$2,510.75
GRAINGER, INC.	0710	788802	060	6388	$1,753.52
GRAINGER, INC.	0710	788830	060	6388	$146.27
GRAINGER, INC.	1891	791134	030	0716	$6,372.98
GRAINGER, INC.	1910	788519	130	5310	$1,375.04
GRAINGER, INC.	1910	788715	130	5310	$314.10
GRAPHIC COMMUNICATION	1891	789074	030	0716	$7,720.00
GRAPHIC DESIGN MARKING SYSTEM, INC.	0100	789843	030	7090	$297.24
GUITAR CENTER STORE, INC.	0125	788219	030	0171	$1,793.19
GUITAR CENTER STORE, INC.	0530	791250	030	0172	$507.08
GUITAR CENTER STORE, INC.	0710	791085	060	6388	$5,328.91
HANK SWANK GOLF COURSE	0100	788406	030	0172	$500.00
HANK SWANK GOLF COURSE	0423	789243	030	0172	$300.00
HARO ENTERTAINMENT	0055	788228	030	0172	$200.00
HARO ENTERTAINMENT	0055	789012	030	0172	$225.00
HARO ENTERTAINMENT	0185	789835	070	0761	$350.00
HARRISON BROS., INC.	0055	788850	030	0171	$397.50
HARRISON BROS., INC.	0415	789847	030	0173	$210.48
HARVARD HOUSE	0235	789400	030	0125	$350.00
HARVARD HOUSE	0235	791100	060	3010	$2,765.14
HARVARD HOUSE	0727	789674	030	0168	$285.00
HARVARD HOUSE	0727	789686	030	0168	$160.00

HARVARD HOUSE	0727	789689	030	0168	$370.00
HARVARD HOUSE	0727	789691	030	0168	$650.00
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	767161A	030	0716	$345.41
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	768905	030	0716	$1,398.44
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	772153	030	0716	$4,580.18
HEART LINK	0664	789043	030	0672	$9,155.58
HEINEMANN PROFESSIONAL	0135	788400	030	7090	$598.02
HELADOS LA TAPATIA, INC.	0005	785984	030	0172	$500.00
HERO ALLIANCE	0325	788790	030	7091	$700.00
HERO REVOLUTION, INC. DBA OMEGAMAN ENTERPRISES	0330	788653	080	8210	$1,045.00
HEWITT'S RESTAURANT	0012	788776	030	0134	$1,000.00
HEWITT'S RESTAURANT	0355	791080	030	7090	$1,755.27
HEWITT'S RESTAURANT	0710	788619	030	0152	$3,000.00
HEWITT'S RESTAURANT	1395	789259	030	0500	$4,500.00
HL CORPORATION	0145	789358	030	0172	$1,655.95
HMONG TV NETWORK, INC.	0758	788200	030	0117	$3,200.00
HOBBY TOWN USA	0455	788909	030	7090	$2,000.00
HOME DEPOT	0395	789646	030	0125	$755.26
HOME DEPOT	1910	788861	130	5310	$303.37
HOME DEPOT	1910	789647	130	5310	$1,538.68
HOOVER HIGH SCHOOL	0185	788239	030	0172	$550.00
HOOVER HIGH SCHOOL	0421	788551	030	0172	$550.00
HOOVER HIGH SCHOOL	0421	789011	030	0172	$475.00
HOOVER HIGH STUDENT BODY	0215	789745	030	0171	$130.00
HORN PHOTO, INC.	0710	788259	060	6388	$3,000.00
HORN PHOTO, INC.	0710	791292	060	6388	$5,000.00
HORN SHOP, THE	0421	789484	030	0125	$700.00
HORN SHOP, THE	0727	789677	030	0168	$500.00
HORN SHOP, THE	0727	789679	030	0168	$245.00
HORN SHOP, THE	0727	789680	030	0168	$720.00
HOUGHTON MIFFLIN COMPANY	1748	791049	060	6300	$782.72
HUNGRY BEAR SALES	0885	789706	030	0140	$1,000.00
HUNGRY HOWIE'S	0325	788792	080	8210	$2,000.00
HUNGRY HOWIE'S	0335	788988	030	7140	$1,000.00
IB SOURCE, INC.	0185	789753	030	7090	$1,455.41
ID TECHNOLOGY	0897	789053	030	0716	$1,369.54
IDEAL SAW WORKS	0710	789856	060	6388	$500.00
IMMANUEL SCHOOLS	0185	788249	030	0172	$450.00
IMMANUEL SCHOOLS	0335	789068	030	0172	$450.00
INFLATABLE DESIGN GROUP	0055	789747	030	7090	$2,618.60
INFLATABLE DESIGN GROUP	0055	789922	030	7090	$6,931.00
INGRAHAM TROPHIES	0395	788116	060	722D	$3,000.00
INGRAHAM TROPHIES	0421	788666	030	0125	$1,000.00
INSTRUCTURE, INC.	0127	791056	030	0625	$2,731.04
INSTRUCTURE, INC.	0127	791056	030	7090	$2,520.96
INSTRUCTURE, INC.	0127	791189	030	0625	$2,500.00

INSTRUCTURE, INC.	0127	791189	030	7090	$2,500.00
IPT, INC.	0919	788122	060	8150	$4,602.01
ISLAND PHOTOGRAPHY	0170	788651	030	7090	$4,688.22
ISLAND WATERPARK, THE	0075	789905	030	0110	$1,706.07
ISLAND WATERPARK, THE	0150	791251	030	0113	$475.82
IT'S MY PARTY	0421	788279	030	0172	$690.00
IT'S MY PARTY	0421	788285	030	0172	$750.00
IT'S MY PARTY	0421	788287	030	0172	$690.00
IT'S MY PARTY	0421	788290	030	0172	$690.00
IT'S MY PARTY	0860	789951	030	0694	$834.37
IVANTI, INC.	0887	789374	030	0140	$2,022.04
IXL LEARNING, INC.	0005	789078	030	7090	$6,800.00
J & D FOOD SERVICE	0705	791116	110	6390	$600.00
J & E RESTAURANT SUPPLY, INC.	0919	789205	060	8150	$3,220.01
J & E RESTAURANT SUPPLY, INC.	1910	788517	130	5310	$3,773.19
J & E RESTAURANT SUPPLY, INC.	1910	788518	130	5310	$9,269.34
J & E RESTAURANT SUPPLY, INC.	1910	791202	130	5310	$599.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0310	788490	030	0113	$1,045.58
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0575	789829	030	0115	$5,807.56
J W PEPPER & SONS, INC.	0235	788325	030	0125	$570.00
J W PEPPER & SONS, INC.	0421	789485	030	0125	$700.00
J W PEPPER & SONS, INC.	0445	791216	030	0115	$2,000.00
J W PEPPER & SONS, INC.	0505	791094	060	3010	$468.00
J W PEPPER & SONS, INC.	0727	789669	030	0168	$320.00
J W PEPPER & SONS, INC.	0727	789672	030	0168	$320.00
J W PEPPER & SONS, INC.	0727	789682	030	0168	$500.00
J W PEPPER & SONS, INC.	0727	789684	030	0168	$210.00
J W PEPPER & SONS, INC.	0727	791105	030	0168	$500.00
J W PEPPER & SONS, INC.	1400	786620	030	7394	$1,100.00
JANAY BROWN-WOOD, PHD.	0765	789729	060	9064	$4,000.00
JANITORIAL MONSTER, LLC	1920	783637	030	0734	$500.00
JERICO FIRE PROTECTION	0919	788848	060	8150	$5,450.00
JERICO FIRE PROTECTION	0919	789094	060	8150	$3,189.00
JOHN'S INCREDIBLE PIZZA CO.	0440	788629	030	7090	$3,406.15
JOHNSON CONTROLS, INC.	0919	788851	060	8150	$5,421.45
JOHNSTON INDUSTRIAL	0710	789877	060	6388	$500.00
JOSTENS, INC.	0385	789903	080	8210	$1,729.91
JOSTENS, INC.	0241	788533	030	7090	$500.00
JUNIOR LIBRARY GUILD	0130	789730	030	0625	$2,727.51
JUNIOR LIBRARY GUILD	0145	784760	030	0625	$365.42
JUNIOR LIBRARY GUILD	0185	791037	030	0625	$3,714.51
JUNIOR LIBRARY GUILD	0265	788877	030	0625	$2,607.91
JUNIOR LIBRARY GUILD	0455	788709	030	7090	$6,043.13
KC PIZZA, INC. DBA MOUNTAIN MIKES PIZZA	0020	789811	080	8210	$500.00
KELLY SPICERS STORES	0005	789748	030	7090	$1,000.00
KELLY SPICERS STORES	1891	788374	030	0716	$2,459.55
KEN STRAUSS - CAMERA REPAIR	0055	788443	030	7090	$3,000.00

KERMAN HIGH SCHOOL	0335	789069	030	0172	$375.00
KEYGENT, LLC	0890	788544	030	0708	$5,000.00
KIKKU JAPANESE	0155	789925	030	0110	$2,000.00
KIKKU JAPANESE	0185	789839	030	0500	$2,502.88
KIKKU JAPANESE	0335	788313	030	7090	$750.00
KIKKU JAPANESE	0440	788631	030	7090	$1,025.00
KIKKU JAPANESE	0758	789791	030	0117	$5,000.00
KIKKU JAPANESE	1185	789885	030	0500	$2,502.88
KIRKHARTS MICROSCOPE RPR.	0700	788273	030	0606	$3,000.00
KONA ICE OF CLOVIS, LLC	0230	784623	030	7090	$1,000.00
KONA ICE OF CLOVIS, LLC	0460	788502	030	7090	$5,000.00
LA ESTRELLA BAKERY	0460	788539	030	7090	$500.00
LA IMPERIAL TAQUERIA	0230	791288	030	0124	$1,408.56
LA IMPERIAL TAQUERIA	0240	789596	030	7090	$4,534.95
LA IMPERIAL TAQUERIA	0241	788260	030	7090	$2,427.04
LA IMPERIAL TAQUERIA	1920	789198	030	0716	$1,056.41
LA IMPERIAL TAQUERIA	1920	789198	030	0734	$1,056.42
LA IMPERIAL TAQUERIA	1920	789198	030	0738	$1,056.41
LA IMPERIAL TAQUERIA	1920	789198	030	7230	$1,056.41
LAKESHORE LEARNING MATERIALS	0005	789591	030	0113	$1,348.21
LAKESHORE LEARNING MATERIALS	0095	789397	030	7090	$559.15
LAKESHORE LEARNING MATERIALS	0095	789507	030	7090	$5,509.01
LAKESHORE LEARNING MATERIALS	0140	788471	120	6105	$483.84
LAKESHORE LEARNING MATERIALS	0225	788665	030	7099	$559.15
LAKESHORE LEARNING MATERIALS	0225	788668	030	7099	$356.42
LAKESHORE LEARNING MATERIALS	0290	788925	030	0113	$454.70
LAKESHORE LEARNING MATERIALS	0325	791028	060	6010	$2,845.61
LAKESHORE LEARNING MATERIALS	0715	789082	120	6105	$9,994.05
LAKESHORE LEARNING MATERIALS	0765	788658	120	6052	$2,132.22
LAKESHORE LEARNING MATERIALS	0765	789797	120	6105	$610.08
LAKESHORE LEARNING MATERIALS	0765	789813	120	6105	$1,323.02
LAKESHORE LEARNING MATERIALS	0765	789837	120	6105	$7,662.05
LAKESHORE LEARNING MATERIALS	0765	789936	120	6105	$1,323.02
LAKESHORE LEARNING MATERIALS	0765	789939	120	6105	$2,138.57
LAKESHORE LEARNING MATERIALS	0765	791207	120	6105	$971.64
LAKESHORE LEARNING MATERIALS	0765	791209	120	6105	$40.73
LAKESHORE LEARNING MATERIALS	0765	791211	120	6105	$91.64
LAKESHORE LEARNING MATERIALS	0765	791345	120	6105	$7,687.56
LAKESHORE LEARNING MATERIALS	0765	791353	120	6105	$5,537.47
LAKESHORE LEARNING MATERIALS	0765	791356	120	6105	$5,314.43
LAKESHORE LEARNING MATERIALS	0765	791359	120	6105	$6,453.14
LAKESHORE LEARNING MATERIALS	0782	788420	060	6500	$235.21
LAKESHORE LEARNING MATERIALS	0785	788343	060	6547	$1,277.21
LAKESHORE LEARNING MATERIALS	0785	789470	060	6547	$8,012.17
LAKESHORE LEARNING MATERIALS	0785	789521	060	6500	$1,537.76
LAKESHORE LEARNING MATERIALS	0785	789532	060	6500	$3,436.80
LAKESHORE LEARNING MATERIALS	0785	789605	060	6500	$69.22

LAKESHORE LEARNING MATERIALS	0785	789942	060	6547	$4,897.92
LAKESHORE LEARNING MATERIALS	0785	791163	060	6547	$2,948.73
LAKESHORE LEARNING MATERIALS	0785	791316	060	6547	$2,948.73
LAKESHORE LEARNING MATERIALS	0785	791325	060	6547	$2,948.73
LAOTIAN-AMERICAN COMMUNITY OF FRESNO	0860	788542	030	0694	$1,500.00
LARSON BROTHERS	0200	788892	080	8210	$1,000.00
LARSON BROTHERS	0255	789178	030	7090	$2,583.30
LARSON BROTHERS	0440	789611	030	7090	$4,778.24
LAW OFFICES OF ARTHUR M. PALKOWITZ	0890	788616	030	0708	$3,500.00
LAWRENCE ENGINEERING GROUP	1145	698320	350	0917	$2,300.00
LAZ KARP ASSOCIATES, LLC	0755	789250	030	0176	$300.00
LAZ KARP ASSOCIATES, LLC	0885	789809	030	0140	$4,000.00
LEAGUE OF MEXICAN AMERICAN WOMEN	0860	789463	030	0694	$2,000.00
LEARNING A-Z	0005	789391	030	7090	$4,820.00
LEARNING A-Z	0005	789396	030	7090	$484.00
LEARNING A-Z	0320	789042	080	8210	$1,320.00
LEARNING A-Z	0355	791125	030	7090	$132.00
LEARNING A-Z	0450	789296	030	7090	$3,861.00
LEARNING A-Z	0450	789296	060	3010	$3,861.00
LEE GRANT INSPECTIONS	1020	778384	350	0917	$7,960.00
LELA'S PIZZERIA, LLC	0175	788788	030	7090	$1,000.00
LELA'S PIZZERIA, LLC	0208	788761	030	0110	$800.00
LELA'S PIZZERIA, LLC	0208	791235	080	8210	$1,500.00
LEMOORE HIGH SCHOOL	0145	789228	030	0172	$350.00
LEMOORE HIGH SCHOOL	0145	791041	030	0172	$450.00
LEMOORE HIGH SCHOOL	0421	788233	030	0172	$350.00
LEXIA LEARNING SYSTEMS, LLC	0530	788486	030	7090	$512.50
LIBERTY HIGH SCHOOL	0421	788278	030	0172	$300.00
LIFELONG LEARNER ENTERPRISES II, LLC DBA PSI SERVICES, LLC	0674	789630	110	6390	$6,626.00
LILY'S CAFE	0102	791340	030	2430	$500.00
LILY'S CAFE	0155	789908	030	7090	$1,500.00
LILY'S CAFE	0849	791226	030	0682	$2,500.00
LILY'S CAFE	0852	783974	030	0679	$2,500.00
LILY'S CAFE	0865	788225	030	0602	$1,000.00
LINDSAY ELECTRIC COMPANY	1787	788354	350	0917	$690.00
LINKA CORPORATION	0185	791122	030	7090	$2,000.00
LINKA CORPORATION	0185	791176	030	7090	$2,000.00
LINKA CORPORATION	0241	789097	030	7090	$1,000.00
LINKA CORPORATION	0421	789783	030	0125	$600.00
LINKA CORPORATION	0421	789943	030	7090	$500.00
LINKA CORPORATION	0852	788607	030	0679	$500.00
LINKA CORPORATION	0865	791342	030	0602	$400.00
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0255	789754	030	7099	$623.00
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0785	791275	060	6547	$3,201.61
LIVE AGAIN FRESNO	0860	788724	030	0694	$2,500.00

LIVINGWORKS	0880	788641	680	0851	$9,257.95
LOWE'S	0005	789304	030	7090	$200.00
LOWE'S	0005	789307	030	7090	$200.00
LOWE'S	0015	789824	030	7091	$150.00
LOWE'S	0030	789562	030	7090	$500.00
LOWE'S	0055	788376	070	0761	$2,000.00
LOWE'S	0102	788493	030	0172	$200.00
LOWE'S	0130	789826	030	0171	$500.00
LOWE'S	0145	789633	030	7090	$3,212.71
LOWE'S	0170	788070	030	7090	$45.00
LOWE'S	0230	789533	030	0124	$500.00
LOWE'S	0250	789608	030	0172	$1,248.00
LOWE'S	0265	789104	030	7090	$700.00
LOWE'S	0335	788481	030	0125	$1,000.00
LOWE'S	0420	788527	030	0171	$250.00
LOWE'S	0421	787423A	030	0125	$2,000.00
LOWE'S	0450	788489	030	7090	$1,000.00
LOWE'S	0480	789929	030	0110	$524.21
LOWE'S	0480	789948	030	7090	$162.50
LOWE'S	0480	791003	030	7090	$291.46
LOWE'S	0530	789536	030	7090	$1,456.71
LOWE'S	0553	789015	060	3182	$3,412.05
LOWE'S	0553	789067	060	3182	$3,547.62
LOWE'S	0553	789603	060	3182	$697.11
LOWE'S	0575	788537	030	7099	$2,000.00
LOWE'S	0700	788971	030	0606	$600.00
LOWE'S	0710	789822	030	0152	$227.50
LOWE'S	0710	789828	060	6387	$400.00
LOWE'S	0710	789890	060	6388	$1,500.00
LOWE'S	0810	789576	030	0640	$1,563.49
LOWE'S	0811	789819	030	0130	$1,913.46
LOWE'S	0812	789121	030	0137	$582.92
LOWE'S	0880	789106	680	0851	$291.46
LOWE'S	1920	788453	030	0734	$2,000.00
MAD ILLUSTRATORS	0260	788445	030	0172	$818.04
MADERA HIGH SCHOOL	0055	788737	030	0172	$1,150.00
MADERA HIGH SCHOOL	0055	791301	030	0172	$350.00
MADERA HIGH SCHOOL	0145	789245	030	0172	$360.00
MADERA HIGH SCHOOL	0421	791305	030	0172	$375.00
MADERA SOUTH HIGH SCHOOL	0145	789231	030	0172	$875.00
MADERA SOUTH HIGH SCHOOL	0421	788234	030	0172	$375.00
MADERA SOUTH HIGH SCHOOL	0421	788291	030	0172	$500.00
MAGNETAR.US, INC.	0919	788853	060	8150	$3,439.19
MAKE MUSIC, INC.	0727	789051	030	0168	$7,455.08
MALACHIED, INC.	0601	788432	030	0500	$1,175.00
MALACHIED, INC.	0700	788274	030	0606	$1,175.00
MALIOBORO	0919	788125	060	8150	$4,213.51

MAMA MIA PIZZERIA	0030	788147	030	7090	$1,000.00
MAMA MIA PIZZERIA	0755	788784	060	2600	$3,000.00
MARENEM, INC.	0510	788597	030	7090	$368.28
MARGARET HUDSON EARTH ARTS STUDIO	0335	791205	030	0125	$628.43
MARIAS TACOS	0095	789469	030	7090	$420.00
MARISCOS COLIMA	0664	789773	030	0672	$413.95
MATTERHACKERS, INC.	0145	789276	030	7090	$869.36
MAW N PAW BBQ	0155	788494	030	7090	$1,500.00
MAW N PAW BBQ	0235	788499	030	7090	$1,500.00
MAW N PAW BBQ	0265	789445	030	7090	$422.56
MAW N PAW BBQ	0455	789543	030	7090	$1,010.00
MAXI AIDS	0785	788804	060	6500	$655.81
MAYSON ACE HARDWARE	0440	789184	030	0734	$300.00
MC GRAW-HILL EDUCATION, INC.	0045	788654	030	7090	$6,123.40
MC GRAW-HILL EDUCATION, INC.	0070	788688	030	7091	$719.50
MC GRAW-HILL EDUCATION, INC.	0120	789334	030	7090	$1,273.43
MC GRAW-HILL EDUCATION, INC.	0200	791218	030	7090	$151.68
MC GRAW-HILL EDUCATION, INC.	0330	789475	030	7090	$312.59
MC GRAW-HILL EDUCATION, INC.	0450	789474	030	7090	$249.98
MCKESSON MEDICAL-SURGICAL	0552	788938	060	9017	$69.76
MCKESSON MEDICAL-SURGICAL	1891	789524	030	0716	$121.35
MCLANE H.S. STUDENT BODY	0215	789378	030	0171	$130.00
MCLANE HIGH STUDENT BODY	0421	788553	030	0172	$300.00
MCLANE HIGH STUDENT BODY	0421	791303	030	0172	$400.00
MEAT MARKET, INC. THE	0335	788269	030	7090	$1,000.00
MEAT MARKET, INC. THE	0445	791081	030	0114	$950.00
MEDITERRANEAN GRILL	0102	791341	030	2430	$500.00
MEDITERRANEAN GRILL	0423	788926	030	7090	$500.00
MEDITERRANEAN GRILL	0440	785260	030	0115	$260.00
MEDITERRANEAN GRILL	0755	788138	030	0176	$3,000.00
MEDITERRANEAN GRILL	0794	788345	030	0663	$294.00
MEDITERRANEAN GRILL	0811	788620	030	0130	$1,000.00
MEGA-PRINTS, INC.	0055	788422	030	7090	$6,000.00
MEGA-PRINTS, INC.	0060	775384	030	7090	$800.93
ME-N-ED'S, INC.	0015	788777	030	7091	$500.00
ME-N-ED'S, INC.	0055	784207	030	0125	$1,000.00
ME-N-ED'S, INC.	0055	789493	030	7090	$1,300.00
ME-N-ED'S, INC.	0090	789845	080	8210	$1,500.00
ME-N-ED'S, INC.	0095	788694	030	7090	$1,300.00
ME-N-ED'S, INC.	0145	791217	030	0123	$1,000.00
ME-N-ED'S, INC.	0160	791302	030	0172	$500.00
ME-N-ED'S, INC.	0185	791344	030	7090	$1,000.00
ME-N-ED'S, INC.	0188	791286	030	7090	$400.00
ME-N-ED'S, INC.	0235	785183	030	0172	$1,000.00
ME-N-ED'S, INC.	0235	789144	030	0172	$500.00
ME-N-ED'S, INC.	0260	791238	080	8210	$750.00
ME-N-ED'S, INC.	0285	789735	080	8210	$1,000.00

ME-N-ED'S, INC.	0305	788133	030	0172	$700.00
ME-N-ED'S, INC.	0325	788795	080	8210	$1,000.00
ME-N-ED'S, INC.	0330	788711	080	8210	$1,000.00
ME-N-ED'S, INC.	0365	788707	080	8210	$1,000.00
ME-N-ED'S, INC.	0395	788148	060	722D	$3,000.00
ME-N-ED'S, INC.	0395	791114	030	0172	$1,500.00
ME-N-ED'S, INC.	0421	791004	030	0171	$1,000.00
ME-N-ED'S, INC.	0430	789381	080	8210	$3,000.00
ME-N-ED'S, INC.	0450	788324	030	7090	$1,000.00
ME-N-ED'S, INC.	0455	785389	030	7090	$300.00
ME-N-ED'S, INC.	0565	788796	080	8210	$600.00
ME-N-ED'S, INC.	0567	788824	080	8210	$500.00
ME-N-ED'S, INC.	0700	791291	030	0144	$1,200.00
ME-N-ED'S, INC.	0710	788119	030	0152	$500.00
ME-N-ED'S, INC.	0710	788575	030	0152	$1,500.00
ME-N-ED'S, INC.	0755	791287	030	0189	$500.00
ME-N-ED'S, INC.	0755	791314	030	0189	$500.00
ME-N-ED'S, INC.	0795	791160	030	0705	$6,501.00
ME-N-ED'S, INC.	0852	789010	030	0178	$500.00
METEOR EDUCATION, LLC	0505	788248	060	3182	$8,646.02
METEOR EDUCATION, LLC	0732	789911	030	0658	$3,918.41
METEOR EDUCATION, LLC	0810	789527	030	0649	$2,175.00
METEOR EDUCATION, LLC	0889	791084	030	0709	$5,501.42
METRO UNIFORMS AND ACCESSORIES	0664	788163	030	0658	$705.79
MICHAEL'S STORES	0060	791304	060	2600	$3,100.00
MICHAEL'S STORES	0095	791093	030	0625	$500.00
MICHAEL'S STORES	0215	789341	030	0113	$1,491.00
MICHAEL'S STORES	0422	791300	060	2600	$1,000.00
MICHAEL'S STORES	0440	791146	060	6010	$5,000.00
MICHAEL'S STORES	0790	787952	060	2600	$591.60
MICHAEL'S STORES	0790	788186	060	2600	$6,731.46
MICHAEL'S STORES	0790	789636	060	2600	$1,440.10
MICHAEL'S STORES	0790	789758	060	2600	$2,062.91
MIDLAND TRACTOR CO.	0919	788363	060	8150	$2,184.65
MIMIS NORTH, LLC	0240	789724	030	7090	$2,500.00
MISSION OAK HIGH SCHOOL	0421	788728	030	0172	$375.00
MOBILE MINI, INC.	1265	767665A	350	0917	$3,252.11
MONOPRICE, INC.	0100	791042	060	3010	$866.80
MONOPRICE, INC.	0100	791309	030	0625	$161.98
MOUNTAIN MIKES PIZZA	0102	791349	030	2430	$500.00
MOY'S RESTAURANT	0335	788308	030	7090	$750.00
MSC INDUSTRIAL SUPPLY CO., INC.	1891	791213	030	0716	$1,587.33
MT. WHITNEY HIGH SCHOOL	0145	789226	030	0172	$220.00
MUSIC THEATRE INTERNATIONAL	0727	789561	030	0167	$1,807.16
NAEYC/NATIONAL ASSOCIATION FOR THE	0765	789395	120	9055	$899.46
NASCO EDUCATION, LLC	0185	791018	030	0125	$1,289.58
NASCO EDUCATION, LLC	0200	789567	030	0172	$46.97

NASCO EDUCATION, LLC	0727	789476	030	0168	$221.68
NATIONAL ASSOC. FOR MUSIC ED.	0185	791104	030	0125	$155.00
NATIONAL AUTISM RESOURCES, INC.	0785	791129	060	6500	$220.96
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	788450	060	6388	$96.41
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	788452	060	6388	$2,112.28
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	789059	060	6388	$665.00
NATIONAL SUMMER LEARNING ASSOCIATION	0791	789539	060	2600	$3,996.00
NATIONAL UNIVERSITY	0701	788624	060	5828	$5,073.00
NEARPOD, INC.	0105	788734	030	0625	$1,435.00
NEARPOD, INC.	0170	788891	030	7091	$4,575.14
NEUFELD, PHILIP	0886	788696	030	0140	$114.26
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0880	788340	680	0851	$4,108.00
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	787359	060	8150	$6,029.22
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	788508	060	8150	$3,816.00
NEXT GEN MATH, LLC	0225	791025	030	7090	$9,868.00
NO SURRENDER FRESNO, LLC	0230	789145	030	0124	$300.00
NO SURRENDER FRESNO, LLC	0230	789157	030	0124	$300.00
NO SURRENDER FRESNO, LLC	0230	789161	030	0124	$300.00
NO SURRENDER FRESNO, LLC	0230	789163	030	0124	$300.00
NO SURRENDER FRESNO, LLC	0230	789319	030	0124	$300.00
NO SURRENDER FRESNO, LLC	0230	789322	030	0124	$300.00
NO SURRENDER FRESNO, LLC	0230	789330	030	0124	$300.00
NO SURRENDER FRESNO, LLC	0230	789364	030	0124	$300.00
NOODLETOOLS, INC.	0030	788970	030	0625	$300.00
NOREDINK CORP.	0445	789921	060	3182	$8,523.29
NORMAN S. WRIGHT - DUCKWORTH	0919	787259	060	8150	$3,022.98
NORMAN S. WRIGHT - DUCKWORTH	0919	789065	060	8150	$6,186.07
NOTORIOUS GRAFIX	0295	791266	080	8210	$4,000.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0228	791034	030	0644	$250.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0230	789000	030	0124	$200.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0421	788645	030	7091	$120.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0460	788639	030	7090	$300.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0495	788671	030	7090	$50.00
OAKTREE PRODUCTS	0782	788172	060	6500	$209.59
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056000	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056027	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056028	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056029	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056030	030	0113	$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056031	030	0113	$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056032	030	0113	$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056033	030	0113	$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056034	030	0113	$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056035	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056137	060	6010	$1,000.00

ODP BUSINESS SOLUTIONS, LLC	0010	OD000055638	030	7090	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056291	030	7091	$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056292	030	7091	$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056293	030	7091	$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056294	030	7091	$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056295	030	7091	$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056296	030	7091	$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056081	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056230	030	0625	$300.00
ODP BUSINESS SOLUTIONS, LLC	0025	OD000055776	030	7090	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0025	OD000056147	060	6010	$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0030	OD000056011	030	0625	$750.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000055541	030	7090	$5,100.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056146	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056314	030	0110	$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056319	030	0110	$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056320	030	0110	$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056321	030	0110	$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056322	030	0110	$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056323	030	0110	$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056324	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056214	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000055999	030	7090	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056317	030	0125	$222.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056318	030	7090	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000055980	060	2600	$500.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056134	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056135	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056136	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056331	030	0110	$300.00
ODP BUSINESS SOLUTIONS, LLC	0070	OD000056083	060	6010	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0075	OD000056084	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0095	OD000056138	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0095	OD000056313	030	0625	$577.08
ODP BUSINESS SOLUTIONS, LLC	0102	OD000056267	030	0172	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0105	OD000056057	060	6010	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0120	OD000056139	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000056156	030	0625	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056182	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056186	030	7090	$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056187	030	7090	$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056188	030	7090	$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056189	030	7090	$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056190	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056191	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056192	030	7090	$187.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056193	030	7090	$187.00

ODP BUSINESS SOLUTIONS, LLC	0145	OD000056194	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056195	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056196	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056197	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056198	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056199	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056200	030	7090	$387.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056201	030	7090	$187.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056202	030	7090	$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056203	030	7090	$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056204	030	7090	$115.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056210	030	7090	$415.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056269	030	7090	$264.95
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056270	030	7090	$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056271	030	7090	$315.00
ODP BUSINESS SOLUTIONS, LLC	0150	OD000056079	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056215	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056297	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056298	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056299	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056300	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056301	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056302	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056303	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056304	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056305	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056306	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056307	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056308	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056309	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056310	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056311	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0165	OD000056223	060	2600	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000056288	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000056006	030	7090	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD000056076	030	0125	$1,250.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD000056181	030	0625	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD000056287	030	0172	$500.00
ODP BUSINESS SOLUTIONS, LLC	0195	OD000056184	060	2600	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056063	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056064	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056065	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056066	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056068	030	0110	$175.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056069	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056070	030	0110	$175.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056071	030	0110	$175.00

ODP BUSINESS SOLUTIONS, LLC	0200	OD000056072	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056073	030	0110	$175.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056074	030	0110	$175.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056221	060	2600	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056013	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056014	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056060	030	0625	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056061	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056062	030	0110	$250.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056140	060	6010	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056285	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056332	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056333	030	0110	$175.00
ODP BUSINESS SOLUTIONS, LLC	0210	OD000056008	030	7090	$100.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056041	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056092	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056093	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056094	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056095	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056096	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056097	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056098	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056099	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056100	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056101	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056102	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056103	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056104	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056105	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056106	030	0113	$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000056216	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0220	OD000055949	060	6010	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0220	OD000056183	030	0625	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0225	OD000056141	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0227	OD000056002	060	3010	$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056009	030	0125	$144.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056012	030	0625	$750.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056058	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056059	030	0125	$300.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056231	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056232	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0237	OD000055836	030	0133	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0255	OD000056085	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0260	OD000055897	060	3182	$1,999.00
ODP BUSINESS SOLUTIONS, LLC	0260	OD000056024	060	6010	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0260	OD000056067	060	3182	$3,983.29
ODP BUSINESS SOLUTIONS, LLC	0285	OD000056225	060	6010	$1,000.00

ODP BUSINESS SOLUTIONS, LLC	0290	OD000056042	030	0110	$423.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056043	030	0110	$423.03
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056043	030	0113	$1,447.97
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056044	030	0110	$302.05
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056044	030	0113	$1,447.95
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056045	030	0113	$500.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056046	030	0113	$800.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056047	030	0113	$500.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056048	030	0113	$600.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056049	030	0110	$52.05
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056049	030	0113	$1,447.95
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056050	030	0113	$1,448.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056086	060	6010	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056334	030	0113	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056335	030	0113	$700.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056336	030	0110	$302.05
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056336	030	0113	$1,447.95
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056337	030	0113	$550.00
ODP BUSINESS SOLUTIONS, LLC	0295	OD000056053	030	7090	$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0295	OD000056226	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0305	OD000056217	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0315	OD000056087	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0320	OD000056185	060	2600	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0325	OD000056054	030	0113	$8,000.00
ODP BUSINESS SOLUTIONS, LLC	0330	OD000056003	030	0625	$300.00
ODP BUSINESS SOLUTIONS, LLC	0330	OD000056213	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056004	030	7090	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056005	030	7090	$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056163	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056164	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056166	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056167	030	0125	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056168	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056169	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056170	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056171	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056172	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056173	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056174	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056175	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056176	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056177	030	0125	$600.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056178	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056179	030	7090	$454.64
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056272	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056275	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056276	030	0125	$500.00

ODP BUSINESS SOLUTIONS, LLC	0335	OD000056277	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056278	030	0125	$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056312	030	7090	$337.17
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056015	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056016	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056017	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056018	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056019	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056020	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056021	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056142	060	6010	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056289	030	0625	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000056290	030	7090	$250.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000056218	060	6010	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000056224	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000055730	030	7090	$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000055948	060	6010	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000056010	030	0110	$2,100.00
ODP BUSINESS SOLUTIONS, LLC	0385	OD000056144	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056025	030	7090	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056205	030	0625	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056268	030	0125	$294.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056326	030	0172	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056327	030	7140	$250.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056328	030	7140	$250.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056149	030	0625	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056157	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056158	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056159	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056160	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056161	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056162	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056209	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000055959	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056022	060	6500	$181.67
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056180	060	6500	$176.71
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056325	030	0125	$300.00
ODP BUSINESS SOLUTIONS, LLC	0422	OD000056222	060	2600	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD000056036	060	3182	$1,365.87
ODP BUSINESS SOLUTIONS, LLC	0423	OD000056152	060	3182	$1,623.62
ODP BUSINESS SOLUTIONS, LLC	0423	OD000056154	030	7090	$990.95
ODP BUSINESS SOLUTIONS, LLC	0430	OD000055954	030	0110	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0430	OD000056088	060	6010	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0435	OD000056227	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0435	OD000056315	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0440	OD000056040	030	7090	$150.00
ODP BUSINESS SOLUTIONS, LLC	0440	OD000056148	030	7090	$150.00

ODP BUSINESS SOLUTIONS, LLC	0445	OD000056229	030	0625	$5,750.00
ODP BUSINESS SOLUTIONS, LLC	0450	OD000056219	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056220	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0465	OD000056266	060	6010	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0470	OD000056150	030	0110	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000055774	030	0625	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000056228	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000056329	030	7091	$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0480	OD000056089	060	6010	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056056	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056107	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056108	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056109	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056110	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056111	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056112	030	7090	$100.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056113	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056114	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056115	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056116	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056117	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056118	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056119	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056120	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056121	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056122	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056123	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056124	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056125	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056126	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056127	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056128	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056129	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056130	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056131	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056132	030	7090	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056145	060	6010	$1,800.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056233	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056234	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056235	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056236	060	6500	$220.00
ODP BUSINESS SOLUTIONS, LLC	0490	OD000056090	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0500	OD000056080	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0505	OD000056078	060	6010	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0510	OD000056208	060	6010	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0535	OD000056082	060	6010	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000056091	060	6010	$2,000.00

ODP BUSINESS SOLUTIONS, LLC	0565	OD000056273	030	7090	$1,876.35
ODP BUSINESS SOLUTIONS, LLC	0565	OD000056284	120	6105	$77.50
ODP BUSINESS SOLUTIONS, LLC	0567	OD000056055	030	0625	$200.00
ODP BUSINESS SOLUTIONS, LLC	0580	OD000056211	030	0625	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0601	OD000055507	030	0500	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000049491	060	3213	$296.70
ODP BUSINESS SOLUTIONS, LLC	0700	OD000056212	030	0164	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056001	060	4035	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056237	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056238	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056239	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056240	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056241	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056242	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056243	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056244	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056245	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056246	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056247	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056248	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056249	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056250	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056251	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056252	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056253	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056254	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056255	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056256	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056257	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056258	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056259	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056260	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056261	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056262	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056263	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056264	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056265	060	3213	$750.00
ODP BUSINESS SOLUTIONS, LLC	0706	OD000056151	030	0157	$3,201.69
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056206	030	0168	$850.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056279	030	0168	$64.35
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056280	030	0168	$1,421.06
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056316	030	0168	$200.00
ODP BUSINESS SOLUTIONS, LLC	0730	OD000055626	060	9017	$638.84
ODP BUSINESS SOLUTIONS, LLC	0732	OD000055630	030	0658	$500.00
ODP BUSINESS SOLUTIONS, LLC	0732	OD000055630	030	0672	$500.00
ODP BUSINESS SOLUTIONS, LLC	0785	OD000056039	060	6547	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0785	OD000056052	060	6500	$671.01

ODP BUSINESS SOLUTIONS, LLC	0785	OD000056274	060	6500	$1,332.27
ODP BUSINESS SOLUTIONS, LLC	0787	OD000050483	030	0146	$83.42
ODP BUSINESS SOLUTIONS, LLC	0790	OD000048168	060	2600	$2,399.67
ODP BUSINESS SOLUTIONS, LLC	0791	OD000050158	060	2600	$387.71
ODP BUSINESS SOLUTIONS, LLC	0791	OD000050289	060	2600	$2,082.76
ODP BUSINESS SOLUTIONS, LLC	0791	OD000056207	060	2600	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0852	OD000048035	030	0679	$48.82
ODP BUSINESS SOLUTIONS, LLC	0880	OD000055998	680	0851	$281.68
ODP BUSINESS SOLUTIONS, LLC	1060	OD000056153	030	7394	$822.66
ODP BUSINESS SOLUTIONS, LLC	1060	OD000056286	030	7394	$347.73
ODP BUSINESS SOLUTIONS, LLC	1565	OD000056330	030	0625	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	1795	OD000056282	060	3182	$235.40
ODP BUSINESS SOLUTIONS, LLC	1891	OD000055944	030	0716	$8,754.68
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056023	130	5310	$1,320.54
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056037	130	5310	$35.20
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056038	130	5310	$46.58
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056051	130	5310	$790.85
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056075	130	5310	$902.77
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056281	130	5310	$19.71
OLIVIA'S LETTERMAN'S JACKETS	0145	789645	030	0172	$2,000.00
OSCAR DANIEL ZAMORA VALDOVINOS, DBA TACOLANDIA, INC.	0235	791329	030	7140	$850.00
OVERDRIVE, INC.	0241	789760	030	0625	$5,000.00
OXFORD UNIV. PRESS, INC.	0105	791126	030	7090	$553.04
P & R PAPER SUPPLY CO.	1910	786721	130	5310	$90.05
P & R PAPER SUPPLY CO.	1910	786746	130	5310	$300.18
P & R PAPER SUPPLY CO.	1910	786789	130	5310	$63.25
P & R PAPER SUPPLY CO.	1910	786790	130	5310	$517.91
P & R PAPER SUPPLY CO.	1910	786791	130	5310	$373.87
P & R PAPER SUPPLY CO.	1910	786793	130	5310	$2,995.98
P & R PAPER SUPPLY CO.	1910	788392	130	5310	$3,895.18
P & R PAPER SUPPLY CO.	1910	788393	130	5310	$6,002.59
P & R PAPER SUPPLY CO.	1910	788394	130	5310	$1,675.63
P & R PAPER SUPPLY CO.	1910	788395	130	5310	$2,808.97
P & R PAPER SUPPLY CO.	1910	788396	130	5310	$911.77
P & R PAPER SUPPLY CO.	1910	788397	130	5310	$1,627.96
P & R PAPER SUPPLY CO.	1910	789313	130	5310	$1,440.62
P & R PAPER SUPPLY CO.	1910	791020	130	5310	$8,960.55
P & R PAPER SUPPLY CO.	1910	791021	130	5310	$9,144.74
P & R PAPER SUPPLY CO.	1910	791023	130	5310	$2,259.10
PACIFICA PIZZA/OLIVE	0619	789704	030	0138	$2,500.00
PACIFICA PIZZA/OLIVE	0710	788568	030	0152	$1,200.00
PANERA BREAD COMPANY	0150	791128	030	0113	$350.00
PANERA BREAD COMPANY	0235	788136	030	0172	$400.00
PANERA BREAD COMPANY	0702	789006	030	0606	$2,000.00
PANERA BREAD COMPANY	0849	791224	030	0682	$2,500.00
PAPE MATERIAL HANDLING	0710	789642	060	6388	$1,000.00

PARTY WORKS, INC./CLOVIS	0130	788289	030	7091	$500.00
PARTY WORKS/BLACKSTONE	0340	789086	030	7090	$500.00
PARTY WORKS/BLACKSTONE	0395	791111	030	0172	$2,500.00
PARTY WORKS/BLACKSTONE	0480	788912	030	7090	$300.00
PARTY WORKS/W. SHAW	0095	791179	030	7090	$3,500.00
PARTY WORKS/W. SHAW	0335	789222	030	0172	$1,000.00
PARTY WORKS/W. SHAW	0370	789844	030	7090	$500.00
PARTY WORKS/W. SHAW	0565	789079	080	8210	$600.00
PARTY WORKS/W. SHAW	0700	789241	030	0606	$300.00
PARTY WORKS/W. SHAW	0725	788315	030	0171	$2,000.00
PARTY WORKS/W. SHAW	0885	789727	030	0140	$1,000.00
PAUL H. BROOKES PUBLISHING CO., INC.	0765	788146	120	6128	$1,299.95
PAUL PEARSON, DBA CHEF PAUL'S CAFE	0055	789480	030	7090	$600.00
PEARSON ASSESSMENTS	0785	788871	060	6500	$664.40
PERFORMANCE HEALTH HOLDINGS, INC.	0395	788674	030	0172	$438.73
PERFORMANCE HEALTH HOLDINGS, INC.	0725	788936A	030	0172	$2,233.99
PERFORMANCE HEALTH HOLDINGS, INC.	0725	789149	030	0172	$2,424.98
PERFORMANCE HEALTH HOLDINGS, INC.	0725	789189	030	0172	$3,074.66
PERFORMANCE HEALTH HOLDINGS, INC.	0725	789190	030	0172	$776.20
PERFORMANCE HEALTH HOLDINGS, INC.	0725	789260	030	0172	$140.45
PERMA BOUND	0330	791350	030	0625	$2,037.05
PERMA BOUND	0505	789049	060	3010	$5,670.98
PETUNIA'S PLACE	0030	788331	030	0625	$2,000.00
PETUNIA'S PLACE	0105	789858	030	0625	$1,000.00
PETUNIA'S PLACE	0145	789497	030	7090	$200.00
PETUNIA'S PLACE	0145	791347	030	7090	$200.00
PETUNIA'S PLACE	0220	789219	030	0625	$1,500.00
PETUNIA'S PLACE	0235	788515	030	0625	$500.00
PETUNIA'S PLACE	0235	789863	060	3010	$468.07
PETUNIA'S PLACE	0235	791144	030	0624	$2,000.00
PETUNIA'S PLACE	0330	788351	030	0625	$1,000.00
PETUNIA'S PLACE	0365	788516	030	0625	$1,500.00
PETUNIA'S PLACE	0495	789762	030	0625	$1,250.00
PIEMONTE'S ITALIAN DELI	0335	788316	030	7090	$1,000.00
PILGRIM ARMENIAN CONGREGATION	0787	788699	060	6500	$1,100.00
PIONEER ATHLETICS	0145	789359	030	0172	$4,492.17
PIXELLOT US, INC. DBA VIDSWAP.COM	0185	789624	030	0172	$1,900.00
PIXELLOT US, INC. DBA VIDSWAP.COM	0421	791086	030	0172	$499.00
PLAYSCRIPTS, INC.	0727	788679	030	0167	$599.90
PLURAL PUBLISHING, INC.	0782	791123	060	6500	$135.96
POCKET NURSE MEDICAL SUPPLIES	0130	788153	030	7091	$195.01
POCKET NURSE MEDICAL SUPPLIES	0670	789155	110	3555	$2,394.53
POCKET NURSE MEDICAL SUPPLIES	0710	789267	060	6388	$3,077.32
POCKET NURSE MEDICAL SUPPLIES	0710	789776	060	6388	$729.96
POSITIVE PROMOTIONS, INC.	0225	774013	030	7090	$33.55
POSITIVE PROMOTIONS, INC.	0330	774114	030	0172	$47.77
POSITIVE PROOF, INC.	0330	789310	030	0110	$343.00

POSTMASTER	0895	791035	030	0716	$310.00
PRE SORT CENTER OF STOCKTON, INC.	0145	784492	030	7090	$1,000.00
PRE SORT CENTER OF STOCKTON, INC.	0421	783911	030	0125	$557.39
PRECISION PLASTICS	0710	791043	060	6388	$2,044.78
PRINT THEORY	0230	787919	030	7090	$5,000.00
PRINT THEORY	0240	784451	030	0128	$6,000.00
PRINT THEORY	0421	789931	030	0171	$3,584.22
PRINT THEORY	0619	784947	030	0128	$2,500.00
PROCLEAN SUPPLY CO.	1920	788503	350	0917	$1,718.21
PRODUCERS DAIRY FOODS	0325	789120	080	8210	$1,500.00
PRODUCERS DAIRY FOODS	0421	788252	030	7090	$528.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0335	791178	030	7090	$982.59
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	789862	030	0152	$9,302.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0850	788900	030	0681	$784.73
PS PRODUCTIONS	0230	788882	030	0124	$1,500.00
PS PRODUCTIONS	0421	788977	030	0172	$2,750.00
PTGMB, LLC DBA MERCEDES BENZ OF FRESNO/CENTRAL VALLEY FLEET	0919	789920	060	8150	$8,009.13
PTGMB, LLC DBA MERCEDES BENZ OF FRESNO/CENTRAL VALLEY FLEET	0919	789923	060	8150	$9,984.71
PTGMB, LLC DBA MERCEDES BENZ OF FRESNO/CENTRAL VALLEY FLEET	0919	789924	060	8150	$9,959.27
QUALITY CARPETS DESIGN CENTER	0919	788154	060	8150	$7,774.93
R/G AWARD SYSTEMS	0105	789950	030	0172	$1,663.17
R/G AWARD SYSTEMS	0235	789137	030	0172	$650.10
R/G AWARD SYSTEMS	0320	788985	030	7090	$430.00
R/G AWARD SYSTEMS	0335	788903	030	0172	$162.53
R/G AWARD SYSTEMS	0440	788888	030	0115	$200.00
R/G AWARD SYSTEMS	0440	788890	030	0172	$1,000.00
REALITYWORKS, INC.	0335	791074	060	722C	$7,953.92
REALITYWORKS, INC.	0710	789534	030	6350	$5,593.64
RED CARPET	0235	791313	030	0172	$527.76
RED CARPET	0710	789057	030	0152	$527.76
RED CARPET	0710	791088	030	0152	$503.88
RED CARPET	0710	791091	030	0152	$503.88
RED GATE SOFTWARE, LTD	0887	791318	030	0140	$1,402.64
RED WING SHOES	1920	789318	030	0734	$6,000.00
REEDLEY HIGH SCHOOL	0185	788907	030	0172	$395.00
REEDLEY HIGH SCHOOL	0185	789602	030	0172	$450.00
REEDLEY HIGH SCHOOL	0421	788277	030	0172	$375.00
REFRIGERATION SUPP. DIST.	0919	786572	060	8150	$8,046.49
REFRIGERATION SUPP. DIST.	0919	788714	060	8150	$2,817.88
RELIABLE BUSINESS TECHNOLOGY, INC.	0475	788940	030	0110	$825.63
RELIABLE BUSINESS TECHNOLOGY, INC.	0664	788144	030	0672	$67.72
RENAISSANCE LEARNING, INC.	0060	789357	030	7090	$4,870.00
RENAISSANCE LEARNING, INC.	0530	788942	030	7099	$3,850.00
RENAISSANCE LEARNING, INC.	0530	788946	030	7099	$3,350.00
REPTILE RON ANIMAL PRESENTATIONS	0340	791282	060	6010	$350.00

REPTILE RON ANIMAL PRESENTATIONS	0460	788540	030	7090	$1,200.00
REPUBLIC SERVICES OF FRESNO, DBA REPUBLIC SERVICES	0919	791031	060	8150	$2,000.00
RESEARCH PRESS CO., INC.	0785	789736	060	6500	$201.60
RESEARCH PRESS CO., INC.	0785	789771	060	6500	$201.60
RICHARDS INSTITUTE OF	0727	789338	030	0168	$4,000.00
RICOH USA, INC.	0005	RL00009279	030	7090	$6,985.60
RICOH USA, INC.	0012	RL00009296	030	0134	$1,767.00
RICOH USA, INC.	0055	RL00009277	030	0125	$4,831.30
RICOH USA, INC.	0055	RL00009278	030	0125	$428.20
RICOH USA, INC.	0090	RL00009264	030	7099	$3,094.10
RICOH USA, INC.	0095	RL00009285	030	7090	$4,331.50
RICOH USA, INC.	0105	RL00009257	030	0115	$4,595.20
RICOH USA, INC.	0135	RL00009053	030	0110	$3,817.00
RICOH USA, INC.	0145	RL00009275	030	7090	$6,188.50
RICOH USA, INC.	0145	RL00009276	030	7090	$1,726.20
RICOH USA, INC.	0150	RL00009251	030	0113	$6,322.72
RICOH USA, INC.	0150	RL00009283	030	0110	$4,394.52
RICOH USA, INC.	0160	RL00009265	030	7090	$4,098.80
RICOH USA, INC.	0170	RL00009282	030	7090	$1,726.20
RICOH USA, INC.	0170	RL00009292	030	7090	$4,306.00
RICOH USA, INC.	0170	RL00009554	030	7090	$3,412.60
RICOH USA, INC.	0175	RL00009262	030	0113	$1,232.52
RICOH USA, INC.	0175	RL00009294	030	7090	$1,726.20
RICOH USA, INC.	0185	RL00009291	030	0125	$1,583.12
RICOH USA, INC.	0195	RL00009138	030	0110	$7,379.04
RICOH USA, INC.	0200	RL00009249	030	7090	$1,181.24
RICOH USA, INC.	0225	RL00009268	030	7090	$6,985.60
RICOH USA, INC.	0235	RL00009101	030	0172	$1,080.70
RICOH USA, INC.	0235	RL00009102	030	7090	$7,109.50
RICOH USA, INC.	0235	RL00009103	030	0125	$1,620.90
RICOH USA, INC.	0235	RL00009104	030	0125	$428.20
RICOH USA, INC.	0235	RL00009105	030	0171	$3,648.52
RICOH USA, INC.	0235	RL00009106	030	0125	$4,114.40
RICOH USA, INC.	0235	RL00009107	030	0125	$9,499.40
RICOH USA, INC.	0235	RL00009108	030	0625	$1,965.80
RICOH USA, INC.	0240	RL00009113	030	0128	$2,707.40
RICOH USA, INC.	0240	RL00009115	030	0716	$4,863.80
RICOH USA, INC.	0240	RL00009116	030	0128	$2,707.40
RICOH USA, INC.	0241	RL00009271	030	7090	$5,306.80
RICOH USA, INC.	0241	RL00009286	030	7090	$6,904.60
RICOH USA, INC.	0250	RL00009112	030	7090	$5,381.00
RICOH USA, INC.	0255	RL00009118	030	7090	$1,383.70
RICOH USA, INC.	0260	RL00009127	030	0110	$5,206.90
RICOH USA, INC.	0270	RL00009270	030	7090	$3,094.10
RICOH USA, INC.	0285	RL00009120	030	7090	$3,132.04
RICOH USA, INC.	0285	RL00009121	030	0110	$1,250.00

RICOH USA, INC.	0295	RL00009123	030	7090	$2,246.00
RICOH USA, INC.	0295	RL00009281	030	7090	$3,094.10
RICOH USA, INC.	0305	RL00009128	030	0110	$4,063.60
RICOH USA, INC.	0305	RL00009129	030	7090	$6,998.10
RICOH USA, INC.	0310	RL00009130	030	7090	$6,998.10
RICOH USA, INC.	0310	RL00009131	030	7090	$4,800.00
RICOH USA, INC.	0315	RL00009132	030	7090	$3,439.11
RICOH USA, INC.	0320	RL00009137	030	7090	$1,459.50
RICOH USA, INC.	0325	RL00009139	030	7090	$1,800.13
RICOH USA, INC.	0325	RL00009140	030	0113	$5,530.30
RICOH USA, INC.	0330	RL00009142	030	0110	$2,324.93
RICOH USA, INC.	0330	RL00009247	030	7090	$7,896.80
RICOH USA, INC.	0335	RL00009144	030	7090	$1,416.00
RICOH USA, INC.	0335	RL00009146	030	0171	$2,012.60
RICOH USA, INC.	0335	RL00009259	030	0625	$389.30
RICOH USA, INC.	0335	RL00009266	030	0125	$1,735.10
RICOH USA, INC.	0370	RL00009248	030	7090	$5,469.70
RICOH USA, INC.	0370	RL00009252	030	7090	$6,989.90
RICOH USA, INC.	0395	RL00009280	030	0125	$4,802.20
RICOH USA, INC.	0415	RL00009261	030	7090	$3,233.40
RICOH USA, INC.	0455	RL00009255	030	7090	$389.30
RICOH USA, INC.	0455	RL00009284	030	7090	$4,993.70
RICOH USA, INC.	0552	RL00009306	030	7090	$583.10
RICOH USA, INC.	0552	RL00009306	030	7091	$1,183.87
RICOH USA, INC.	0580	RL00009273	030	7090	$7,808.50
RICOH USA, INC.	0580	RL00009274	030	7090	$4,299.52
RICOH USA, INC.	0617	RL00009124	030	0500	$3,458.60
RICOH USA, INC.	0617	RL00009305	030	0500	$1,767.00
RICOH USA, INC.	0701	RL00009263	030	0606	$1,726.20
RICOH USA, INC.	0701	RL00009287	060	3213	$2,001.12
RICOH USA, INC.	0701	RL00009303	060	3213	$1,885.70
RICOH USA, INC.	0710	RL00009260	030	0152	$3,094.10
RICOH USA, INC.	0755	RL00009288	030	0176	$1,913.63
RICOH USA, INC.	0758	RL00009150	030	7091	$6,493.44
RICOH USA, INC.	0765	RL00009258	060	9021	$4,083.42
RICOH USA, INC.	0785	RL00009143	030	7090	$8,524.00
RICOH USA, INC.	0794	RL00009307	030	0663	$5,734.92
RICOH USA, INC.	0796	RL00009158	030	0667	$8,123.02
RICOH USA, INC.	0796	RL00009159	030	0667	$3,099.40
RICOH USA, INC.	0796	RL00009160	030	0667	$2,353.40
RICOH USA, INC.	0810	RL00009155	030	0641	$1,590.17
RICOH USA, INC.	0810	RL00009155	060	6500	$1,590.16
RICOH USA, INC.	0850	RL00009290	030	0674	$2,715.10
RICOH USA, INC.	0852	RL00009269	030	0500	$1,302.41
RICOH USA, INC.	0855	RL00009253	030	0670	$3,165.10
RICOH USA, INC.	0880	RL00009553	670	0841	$712.64
RICOH USA, INC.	0886	RL00009295	030	0140	$970.73

RICOH USA, INC.	0895	RL00009141	030	0716	$6,885.60
RICOH USA, INC.	0895	RL00009256	030	0716	$9,804.60
RICOH USA, INC.	0895	RL00009272	030	0716	$6,885.60
RICOH USA, INC.	0900	RL00009153	030	0730	$3,856.92
RICOH USA, INC.	0919	RL00009135	060	8150	$333.00
RICOH USA, INC.	0925	RL00009289	030	7230	$710.24
RICOH USA, INC.	0925	RL00009289	030	7240	$356.18
RICOH USA, INC.	0930	RL00009110	030	0720	$1,500.00
RICOH USA, INC.	0930	RL00009111	030	0720	$333.00
RICOH USA, INC.	1335	RL00009145	030	7090	$1,800.00
RICOH USA, INC.	1920	RL00009136	030	0734	$1,930.40
RICOH USA, INC.	0235	789024	030	0123	$300.00
RICOH USA, INC.	0241	789375	030	7090	$300.00
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	791233	030	0172	$78.00
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	791237	030	0172	$162.00
RIGHETTI HIGH SCHOOL	0055	788743	030	0172	$575.00
RIPPLE EFFECTS, INC.	0170	788964	030	7099	$1,390.00
RIPPLE EFFECTS, INC.	0440	789743	030	7090	$1,190.00
RIVERSIDE GOLF COURSE	0060	788669	030	0172	$500.00
RIVERSIDE INSIGHTS	0260	788906	060	3182	$936.00
RMA GEOSCIENCE, INC.	1030	788205	060	3213	$3,625.00
RMA GEOSCIENCE, INC.	1045	788206	060	3213	$3,000.00
RMA GEOSCIENCE, INC.	1105	788204	060	3213	$3,625.00
RMA GEOSCIENCE, INC.	1465	788203	060	3213	$3,025.00
RMA GEOSCIENCE, INC.	1475	788202	060	3213	$3,625.00
RNS COMMUNICATIONS, INC.	0705	788245	110	6391	$9,476.25
ROCHESTER 100, INC.	0310	788571	030	7091	$763.87
ROCHESTER 100, INC.	0460	788621	030	7090	$760.62
ROOSEVELT HIGH STUDENT BODY	0145	791221	030	0172	$250.00
ROSENBALM ROCKERY	0710	788739	060	6388	$669.52
RUSH ADVERTISING	0700	791262	030	0144	$740.00
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0710	788895	060	6387	$6,676.38
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0710	788980	060	6387	$271.01
RUSSEL SIGLER, INC.	0919	787822	060	8150	$8,203.00
RYTE VENTURES, LLC DBA RYTE SPORT	0445	788302	030	0172	$985.99
S & S WORLDWIDE	0025	789361	060	6010	$1,823.81
S & S WORLDWIDE	0025	789392	060	6010	$2,366.99
S & S WORLDWIDE	0105	789356	060	6010	$720.61
S & S WORLDWIDE	0135	789353	060	6010	$1,347.68
S & S WORLDWIDE	0145	789377	060	4124	$577.44
S & S WORLDWIDE	0155	789798	060	6010	$3,115.09
S & S WORLDWIDE	0290	789354	030	0110	$203.89
S & S WORLDWIDE	0325	791078	060	6010	$2,230.27
S & S WORLDWIDE	0380	789810	060	6010	$413.18
S & S WORLDWIDE	0790	789765	060	2600	$437.93
SAFE & CIVIL SCHOOLS	0785	788676	060	6546	$7,855.38
SALEM ENGINEERING GROUP, INC.	1925	789427	350	0913	$2,895.00

SAMCO FREEZER WEAR	1910	789098	130	5310	$2,170.37
SAN DIEGO CO. OFFICE OF ED.	0852	788435	030	0679	$1,475.00
SAN FRANCISCO FLORAL	0130	788329	030	0172	$1,200.00
SAN JOAQUIN IMPERIAL	0890	791190	030	0708	$225.82
SAN JOAQUIN REGION FFA	0710	788610	030	0152	$150.00
SAN JOAQUIN RIVER PARKWAY	0725	788783	030	0173	$1,250.00
SAN JOAQUIN RIVER PARKWAY	0725	791312	030	0173	$2,500.00
SANGER HIGH SCHOOL	0335	788235	030	0172	$80.00
SANTA CRUZ BEACH BOARDWALK	0240	791246	030	7090	$6,733.35
SC INCORPORATED	0150	788171	030	0113	$818.90
SCHOLASTIC BOOK FAIRS, INC.	0090	789919	080	8210	$5,868.34
SCHOLASTIC BOOK FAIRS, INC.	0095	789037	030	0625	$3,672.15
SCHOLASTIC BOOK FAIRS, INC.	0208	789360	080	8210	$1,278.50
SCHOLASTIC BOOK FAIRS, INC.	0325	788961	030	0625	$3,892.18
SCHOLASTIC BOOK FAIRS, INC.	0430	789781	030	0625	$100.00
SCHOLASTIC BOOK FAIRS, INC.	0490	777484A	080	8210	$3,707.50
SCHOLASTIC BOOK FAIRS, INC.	0565	789041	080	8210	$4,459.20
SCHOLASTIC, INC.	0480	788128	060	3182	$3,699.00
SCHOLASTIC, INC.	0765	788318	120	6052	$4,000.00
SCHOLASTIC, INC.	0796	788097	030	0667	$2,173.27
SCHOLASTIC LIBRARY PUBLISHING	0215	788846	030	7090	$658.28
SCHOLASTIC MAGAZINE	0035	789787	030	7090	$5,581.68
SCHOLASTIC MAGAZINE	0335	788687	030	0125	$109.89
SCHOLASTIC MAGAZINE	0355	788686	030	7090	$191.96
SCHOLASTIC MAGAZINE	0385	788109	030	7090	$790.68
SCHOLASTIC MAGAZINE	0415	791351	030	7091	$329.68
SCHOLASTIC MAGAZINE	0422	789382	030	7090	$1,265.10
SCHOLASTIC MAGAZINE	0495	788372	030	7090	$267.81
SCHOLASTIC MAGAZINE	0710	791354	030	0152	$945.85
SCHOLASTIC MAGAZINE	0758	788723	060	4203	$494.51
SCHOLASTIC MAGAZINE	0758	788726	060	4203	$604.40
SCHOLASTIC MAGAZINE	0758	788727	060	4203	$494.51
SCHOLASTIC MAGAZINE	0758	788729	060	4203	$219.78
SCHOLASTIC MAGAZINE	0758	788730	060	4203	$219.78
SCHOLASTIC MAGAZINE	0758	788731	060	4203	$109.89
SCHOLASTIC MAGAZINE	0758	788732	060	4203	$109.89
SCHOLASTIC MAGAZINE	0758	788733	060	4203	$109.89
SCHOLASTIC MAGAZINE	0758	788735	060	4203	$164.84
SCHOLASTIC MAGAZINE	0758	788740	060	4203	$307.69
SCHOLASTIC MAGAZINE	0758	788741	060	4203	$384.62
SCHOLASTIC MAGAZINE	0758	788744	060	4203	$439.56
SCHOLASTIC MAGAZINE	0758	788745	060	4203	$901.10
SCHOLASTIC MAGAZINE	0758	788748	060	4203	$164.84
SCHOLASTIC MAGAZINE	0758	788751	060	4203	$109.89
SCHOLASTIC MAGAZINE	0758	788754	060	4203	$274.73
SCHOLASTIC MAGAZINE	0758	788759	060	4203	$219.78
SCHOLASTIC MAGAZINE	0758	788762	060	4203	$505.50

SCHOLASTIC MAGAZINE	0758	789367	060	4203	$109.89
SCHOLASTIC MAGAZINE	0758	789368	060	4203	$197.80
SCHOLASTIC MAGAZINE	0758	789369	060	4203	$131.87
SCHOLASTIC MAGAZINE	0758	789370	060	4203	$109.89
SCHOOL FACILITY CONSULTANTS	0905	788746	350	0913	$3,490.00
SCHOOL FACILITY CONSULTANTS	0905	788746	350	0916	$496.25
SCHOOL FACILITY CONSULTANTS	0905	788746	350	0917	$645.00
SCHOOL FACILITY CONSULTANTS	0905	788746	400	0915	$3,238.75
SCHOOL HEALTH CORPORATION	0415	788819	030	7090	$296.88
SCHOOL HEALTH CORPORATION	0725	789751	030	0172	$3,418.11
SCHOOL HEALTH CORPORATION	0725	789755	030	0172	$262.29
SCHOOL HEALTH CORPORATION	0725	789757	030	0172	$26.50
SCHOOL HEALTH CORPORATION	0765	789443	120	6105	$299.30
SCHOOL HEALTH CORPORATION	0785	789778	060	6547	$1,049.98
SCHOOL MATE	0470	789158	030	7090	$1,284.22
SCHOOL SERVICES OF CALIF., INC.	0795	788833	060	3010	$275.00
SCHOOL SERVICES OF CALIF., INC.	0890	789898	030	0708	$975.00
SCHOOL SPECIALTY, LLC	0060	789288	030	0110	$701.86
SCHOOL SPECIALTY, LLC	0060	789289	030	0110	$696.16
SCHOOL SPECIALTY, LLC	0095	789501	030	7090	$227.54
SCHOOL SPECIALTY, LLC	0130	788149	030	0171	$400.00
SCHOOL SPECIALTY, LLC	0140	788364	030	0172	$250.49
SCHOOL SPECIALTY, LLC	0200	789801	030	0110	$113.08
SCHOOL SPECIALTY, LLC	0215	788752	030	0113	$1,491.00
SCHOOL SPECIALTY, LLC	0215	789342A	030	0113	$1,491.00
SCHOOL SPECIALTY, LLC	0215	789343	030	0113	$1,491.00
SCHOOL SPECIALTY, LLC	0215	789346	030	0113	$1,491.00
SCHOOL SPECIALTY, LLC	0215	789348	030	0113	$1,491.00
SCHOOL SPECIALTY, LLC	0215	789349	030	0113	$1,491.00
SCHOOL SPECIALTY, LLC	0215	789351	030	0113	$1,491.00
SCHOOL SPECIALTY, LLC	0335	789657	060	722C	$516.16
SCHOOL SPECIALTY, LLC	0422	788457	060	2600	$1,873.55
SCHOOL SPECIALTY, LLC	0565	789628	030	7099	$6,175.96
SCHOOL SPECIALTY, LLC	0701	789512	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789516	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789518	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789519	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789520	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789522	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789523	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789525	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789526	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789625	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789627	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789659	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789667	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789668	060	3213	$750.00

SCHOOL SPECIALTY, LLC	0701	789670	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789671	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789673	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789675	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789678	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789681	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789683	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789685	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789687	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789688	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789690	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789692	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789694	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789696	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0701	789697	060	3213	$750.00
SCHOOL SPECIALTY, LLC	0765	789946	120	6105	$1,998.09
SCHOOL SPECIALTY, LLC	0782	788210	060	6500	$175.54
SCHOOL SPECIALTY, LLC	0782	788230	060	6500	$192.96
SCHOOL SPECIALTY, LLC	0785	788933	060	6547	$5,317.96
SCHOOL SPECIALTY, LLC	0788	788197	060	6500	$45.98
SCHOOL SPECIALTY, LLC	1060	789610	030	7394	$377.78
SCHOOL SPECIALTY, LLC	1891	777287	030	0716	$133.40
SCHOOL SPECIALTY, LLC	1891	789906	030	0716	$5,901.78
SCHWAN'S FOOD SERVICE	1910	784566A	130	5310	$7,929.60
SCOUT ISLAND/FCOE	0725	791306	030	0173	$700.00
SCOUT ISLAND/FCOE	0725	791308	030	0173	$950.00
SCOUT ISLAND/FCOE	0725	791311	030	0173	$1,200.00
SCOUT ISLAND/FCOE	0725	791343	030	0173	$1,450.00
SDI INNOVATIONS, INC. DBA SCHOOL DATEBOOKS	0135	789472	030	0643	$278.11
SHERWIN-WILLIAMS CO.	0235	788411	030	0172	$380.00
SHIFTING PERSPECTIVES, LLC	0030	788937	060	3010	$1,850.00
SHIFTING PERSPECTIVES, LLC	0423	788910	060	3182	$2,250.00
SIDEWAYS FIVE	0235	791185	030	0172	$2,600.55
SIDEWAYS FIVE	0325	789441	030	7090	$7,011.13
SIDEWAYS FIVE	0880	789604	680	0851	$5,193.60
SIDEWAYS FIVE	0880	789607	680	0851	$1,560.10
SIGNATURE STYLE, INC. DBA SIGNATURE CHAMPIONSHIP RINGS	0145	791201	030	0125	$3,241.00
SIGNET TECHNOLOGIES, INC. DBA CONVERGINT FEDERAL	0919	789904	060	8150	$5,864.68
SITEONE LANDSCAPE SUPPLY	0919	788157	060	8150	$4,219.15
SITEONE LANDSCAPE SUPPLY	0919	788159	060	8150	$2,903.24
SIX FLAGS MAGIC MOUNTAIN	0505	788951	030	7090	$3,583.09
SMITH MECHANICAL ELECTRICAL PLUMBING	1130	778067	350	0917	$4,800.00
SOCCER & LIFESTYLE, INC.	0335	791276	030	0172	$1,023.91
SOCCER & LIFESTYLE, INC.	0335	791278	030	0172	$747.62
SOCCER & LIFESTYLE, INC.	0335	791285	030	0172	$693.44

SOCCER EXPRESS	0395	789465	030	0172	$492.99
SOLIDPROFESSOR, DBA INTERACTIVE APPLICATIONS, INC.	0710	788969	060	6388	$4,000.00
SOTELO, MIGUEL	0305	788829	080	8210	$645.65
SOUTHEASTERN PERFORMANCE APPAREL	1060	791055	030	7394	$1,543.38
SOUTHEASTERN PERFORMANCE APPAREL	1400	789062	030	7394	$2,345.65
SOUTHWEST SCHOOL SUPPLY	1891	788137	030	0716	$2,481.22
SPARKLETTS	0208	791135	030	7090	$196.00
SPINITAR	0005	788164	030	7090	$1,000.00
SPINITAR	0120	791194	030	0643	$1,998.97
SPINITAR	0130	789434	030	7090	$2,540.24
SPINITAR	0170	788001	030	7090	$3,233.78
SPINITAR	0225	789849	030	7090	$940.88
SPINITAR	0325	789573	030	0113	$780.10
SPINITAR	0421	788341	030	7090	$1,673.84
SPINITAR	0435	788347	030	7090	$6,980.72
SPINITAR	0510	789055	030	0110	$1,473.48
SPINITAR	0552	788973	030	7090	$382.54
SPINITAR	0565	789061	030	7090	$3,770.38
SPORT SCOPE, INC.	0335	788722	030	0172	$540.67
ST. ANTHONY RETREAT CENTER	0505	789896	060	3182	$7,628.00
STAR AUTISM SUPPORT, INC.	0785	789517	060	6500	$662.67
STAR AUTISM SUPPORT, INC.	0785	789615	060	6547	$331.33
STAR AUTISM SUPPORT, INC.	0785	789626	060	6547	$331.33
STAR AUTISM SUPPORT, INC.	0785	789631	060	6547	$331.33
STAR AUTISM SUPPORT, INC.	0785	789637	060	6547	$331.33
STAR AUTISM SUPPORT, INC.	0785	789644	060	6547	$331.33
STAR AUTISM SUPPORT, INC.	0785	789715	060	6547	$331.33
STAR AUTISM SUPPORT, INC.	0785	789723	060	6547	$331.33
STARFALL PUBLICATIONS	0200	788889	060	6500	$70.00
STARFALL PUBLICATIONS	0530	789297	030	7099	$355.00
STATE ARCHITECT, DIVISION OF	1145	788681	350	0917	$6,200.00
STATE ARCHITECT, DIVISION OF	1270	788421	060	3213	$5,671.21
STATE ARCHITECT, DIVISION OF	1440	788191	060	3213	$2,394.00
STATS MEDIC, LLC	0130	791321	030	0125	$395.00
STRATEGIC MECHANICAL, INC.	0919	789917	060	8150	$8,795.00
STRATEGIC MECHANICAL, INC.	1787	788466	350	0917	$7,500.00
STUDICA, INC.	0710	789438	060	6388	$3,061.97
SUBWAY SANDWICHES & SALADS	0145	788145	030	7090	$500.00
SUBWAY SANDWICHES & SALADS	0852	789008	030	0178	$500.00
SUNNYSIDE BOOSTERS	0395	789315	030	0172	$475.00
SUNNYSIDE DONUTS	0005	791298	030	0172	$1,000.00
SUNNYSIDE DONUTS	0310	788272	030	0113	$500.00
SUNNYSIDE DONUTS	0335	788994	030	7090	$2,000.00
SUNNYSIDE DONUTS	0417	788222	030	0643	$600.00
SUNNYSIDE DONUTS	0421	788991	030	7091	$500.00
SUNNYSIDE DONUTS	0421	788995	030	7090	$600.00

SUNNYSIDE DONUTS	0460	788507	030	7090	$1,000.00
SUNNYSIDE HIGH ASB	0055	788738	030	0172	$444.00
SUNNYSIDE HIGH ASB	0145	791220	030	0172	$395.00
SUNNYSIDE HIGH STUDENT BODY	0335	788908	030	0172	$415.00
SUNNYSIDE TROPHY, INC.	0664	791046	030	0672	$828.88
SUPER DUPER PUBLICATIONS	0782	788215	060	6500	$417.41
SUPER DUPER PUBLICATIONS	0782	788841	060	6500	$198.07
SUPER DUPER PUBLICATIONS	0785	788837	060	6500	$810.46
SUPER DUPER PUBLICATIONS	0785	789737	060	6500	$233.71
SUPERIOR POOL CARE	0055	788261	030	0172	$5,200.00
SYSCO OF CENTRAL CALIFORNIA	1910	788391	130	5310	$2,671.13
SYSCO OF CENTRAL CALIFORNIA	1910	789233	130	5310	$4,282.50
SYSCO OF CENTRAL CALIFORNIA	1910	789234	130	5310	$7,849.32
TACO PINTO	0055	789479	030	7090	$600.00
TACOS MARQUITOS, INC.	0020	789140	030	7091	$500.00
TACOS MARQUITOS, INC.	0188	789733	030	7090	$400.00
TACOS MARQUITOS, INC.	0335	789595	030	7091	$1,000.00
TACOS MARQUITOS, INC.	0710	788573	030	0152	$1,500.00
TAKE A STAND COMMITTEE	0860	788606	030	0694	$1,500.00
TASTY BRANDS, LLC	1910	787027	130	5310	$1,306.40
TAYMARK DBA IT'S ELEMENTARY, DBA ANDERSONS	0423	791087	030	7091	$4,662.93
TAYMARK DBA IT'S ELEMENTARY, DBA ANDERSONS	0565	789350	080	8210	$864.13
TEACHER INNOVATIONS, INC.	0265	788959	030	7090	$60.00
TEACHER'S CURRICULUM INSTITUTE	0055	788787	030	7090	$1,445.00
TEACHING STRATEGIES, LLC	0765	789790	060	9021	$8,920.38
TEACHING STRATEGIES, LLC	0765	789793	120	9055	$1,624.73
TECH MUSEUM OF INNOVATION	0725	788293	030	0173	$135.00
TECH MUSEUM OF INNOVATION	0725	788296	030	0173	$522.00
TECH MUSEUM OF INNOVATION	0725	791295	030	0173	$806.00
TENAYA MIDDLE SCHOOL	0208	791064	030	0172	$75.00
TENNIS WAREHOUSE	0185	789949	030	0172	$443.69
TEXTBOOK WAREHOUSE, LLC	0055	788477	060	3010	$1,502.11
TEXTBOOK WAREHOUSE, LLC	0395	789764	030	7090	$150.48
TEXTBOOK WAREHOUSE, LLC	0810	791099	680	0851	$576.53
TEXTBOOK WAREHOUSE, LLC	0811	789503	030	0130	$4,869.65
TEXTBOOK WAREHOUSE, LLC	1748	791030	060	6300	$197.47
TEXTBOOK WAREHOUSE, LLC	1748	791255	060	6300	$394.94
THE BIG FRESNO FAIR	0710	788614	030	0152	$354.32
THE BIG FRESNO FAIR	0710	788617	030	0152	$1,000.00
THE COSTUMER	0421	789535	030	0125	$1,500.00
THE MOWERS EDGE	0423	789156	030	0734	$399.81
THE MOWERS EDGE	1891	791162	030	0716	$461.47
THE PIZZA PIT	0435	789177	080	8210	$1,500.00
THE READING LEAGUE, INC.	0755	789440	030	0176	$499.00
THE RON CLARK ACADEMY, INC.	0145	791267	030	0125	$995.00
THE WYRICK BOOK CO.	0045	789731	030	0625	$7,685.37
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0791	778418A	060	2600	$1,208.28

THINK SOCIAL PUBLISHING, INC.	0785	789589	060	6500	$1,358.67
THINK SOCIAL PUBLISHING, INC.	0785	789808	060	6500	$1,391.83
THOMAS JAY HENDERSON	0185	788898	030	0125	$172.00
THS ATHLETICS BOOSTER CLUB, INC.	0145	789230	030	0172	$500.00
THUNDER INFLATABLES, INC.	0155	788763	080	8210	$8,760.75
THUNDER INFLATABLES, INC.	0235	788367	030	7090	$2,350.00
THUNDER INFLATABLES, INC.	0435	789661	080	8210	$1,341.50
THUNDER INFLATABLES, INC.	0440	786777	030	7090	$385.00
THUNDER INFLATABLES, INC.	0470	788948	080	8210	$3,905.00
TIFCO INDUSTRIES	0919	788369	060	8150	$2,641.58
TIFCO INDUSTRIES	0919	788430	060	8150	$7,413.09
TIFCO INDUSTRIES	0919	788433	060	8150	$9,040.18
TINCH-HOWARD AIR CONDITIONING	0919	791181	060	8150	$2,001.65
TINCH-HOWARD AIR CONDITIONING	0919	791183	060	8150	$1,062.57
TOLTECMEDIA, DBA CALTIMING	0725	788866	030	0172	$3,500.00
TOM LITTLE INSPECTIONS	1035	788193	060	3213	$9,000.00
TOM LITTLE INSPECTIONS	1395	771738	350	0913	$2,500.00
TOM LITTLE INSPECTIONS	1480	788192	060	3213	$9,000.00
TOOLS FOR SCHOOLS	0127	791044	030	0625	$2,016.00
TOOLS FOR SCHOOLS, INC.	0235	788965	030	0625	$108.00
TOOLS FOR SCHOOLS, INC.	0235	789030	030	0625	$864.00
TPT HOLDCO, LLC	0055	788801	060	3010	$374.16
TPT HOLDCO, LLC	0102	789799	060	3182	$3,275.00
TPT HOLDCO, LLC	0557	788446	060	4035	$1,650.00
TROPICALE FOODS, INC.	0045	789180	030	0643	$2,000.00
TUCS EQUIPMENT, INC.	1910	788156	130	5310	$2,934.69
TUCS EQUIPMENT, INC.	1910	789641	130	5310	$6,000.00
TUFT LOVE	0790	787776	060	2600	$2,762.92
TURF STAR, INC.	0919	789623	060	8150	$6,074.17
U.S. TINT/SHADOW ENTERPRISES	0810	791032	030	0640	$8,198.00
UC MERCED	0706	788213	060	7412	$571.08
UC MERCED	0706	788214	060	7412	$1,077.50
UC REGENTS DAVIS	0706	788773	060	7412	$1,450.02
ULINE	0565	789333	030	0172	$467.38
ULINE	0710	789027	060	6388	$2,109.06
ULINE	1150	788525	350	0913	$1,170.69
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY & COFFEEHOUSE	0710	788572	030	0152	$1,000.00
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY & COFFEEHOUSE	0852	783971	030	0679	$1,500.00
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY & COFFEEHOUSE	0865	788223	030	0602	$229.85
UNIGLOBE TRAVEL	0012	788574	030	0134	$3,000.00
UNIGLOBE TRAVEL	0012	788579	030	0134	$839.00
UNIGLOBE TRAVEL	0098	788256	060	3182	$1,914.72
UNIGLOBE TRAVEL	0102	788791	060	3182	$7,571.80
UNIGLOBE TRAVEL	0123	791182	030	7090	$689.45
UNIGLOBE TRAVEL	0505	791227	060	3182	$7,208.83

UNIGLOBE TRAVEL	0796	788339	060	3213	$8,324.50
UNIGLOBE TRAVEL	0850	788803	030	0674	$5,000.00
UNIGLOBE TRAVEL	0855	789544	030	0670	$3,000.00
UNIGLOBE TRAVEL	0855	789547	030	0670	$3,000.00
UNIGLOBE TRAVEL	0880	789139	690	0861	$636.78
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	788990	030	0172	$2,431.07
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	788997	030	0172	$2,174.34
US AIR CONDITIONING	0919	791184	060	8150	$3,083.82
VALLARTA FOOD ENTERPRISES	0005	788664	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0015	789196	030	7091	$150.00
VALLARTA FOOD ENTERPRISES	0020	789181	030	7091	$300.00
VALLARTA FOOD ENTERPRISES	0035	788646	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0035	789489	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0045	791173	030	0110	$500.00
VALLARTA FOOD ENTERPRISES	0055	789328	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0075	789838	030	0110	$350.00
VALLARTA FOOD ENTERPRISES	0090	788632	030	7090	$1,500.00
VALLARTA FOOD ENTERPRISES	0095	789264	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0100	789261	060	6010	$135.00
VALLARTA FOOD ENTERPRISES	0100	789399	060	6010	$130.00
VALLARTA FOOD ENTERPRISES	0100	791132	060	6010	$100.00
VALLARTA FOOD ENTERPRISES	0130	791234	030	7091	$200.00
VALLARTA FOOD ENTERPRISES	0145	788142	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0145	789171	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0145	789174	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0170	788637	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0188	789722	030	7090	$400.00
VALLARTA FOOD ENTERPRISES	0210	788599	030	7091	$246.00
VALLARTA FOOD ENTERPRISES	0215	788388	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0215	788390	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0215	789491	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0215	789492	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0215	789587	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0225	789166	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0235	789168	030	0172	$250.00
VALLARTA FOOD ENTERPRISES	0265	788800	030	7090	$1,500.00
VALLARTA FOOD ENTERPRISES	0265	789490	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0305	788321	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0305	788330	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0325	788798	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0335	788601	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0335	788823	030	7090	$150.00
VALLARTA FOOD ENTERPRISES	0335	789254	030	7090	$800.00
VALLARTA FOOD ENTERPRISES	0340	788265	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0340	789271	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0355	789393	030	7091	$200.00
VALLARTA FOOD ENTERPRISES	0370	788127	030	0172	$250.00

VALLARTA FOOD ENTERPRISES	0370	788635	060	6500	$100.00
VALLARTA FOOD ENTERPRISES	0370	791065	030	7090	$1,000.00
VALLARTA FOOD ENTERPRISES	0370	791083	060	6500	$100.00
VALLARTA FOOD ENTERPRISES	0395	789514	060	9013	$2,000.00
VALLARTA FOOD ENTERPRISES	0415	788643	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0415	788644	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0420	788634	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0421	789782	030	0123	$1,000.00
VALLARTA FOOD ENTERPRISES	0423	788917	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0423	788918	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0423	789266	060	6010	$250.00
VALLARTA FOOD ENTERPRISES	0440	788648	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0440	791212	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0450	788255	030	7091	$300.00
VALLARTA FOOD ENTERPRISES	0455	788266	030	7091	$500.00
VALLARTA FOOD ENTERPRISES	0455	788799	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0475	788718	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0475	788719	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0475	788736	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0480	789385	030	7090	$400.00
VALLARTA FOOD ENTERPRISES	0495	788919	030	7090	$150.00
VALLARTA FOOD ENTERPRISES	0495	788920	030	7090	$150.00
VALLARTA FOOD ENTERPRISES	0550	789312	030	0172	$200.00
VALLARTA FOOD ENTERPRISES	0601	789194	030	0500	$300.00
VALLARTA FOOD ENTERPRISES	0601	789840	030	0500	$300.00
VALLARTA FOOD ENTERPRISES	0700	788342	030	0606	$500.00
VALLARTA FOOD ENTERPRISES	0700	788344	030	0606	$500.00
VALLARTA FOOD ENTERPRISES	0701	789599	030	0606	$500.00
VALLARTA FOOD ENTERPRISES	0710	789268	030	0152	$1,000.00
VALLARTA FOOD ENTERPRISES	0710	789502	030	0152	$600.00
VALLARTA FOOD ENTERPRISES	0710	791130	030	0152	$200.00
VALLARTA FOOD ENTERPRISES	0727	789001	030	0169	$200.00
VALLARTA FOOD ENTERPRISES	0727	789003	030	0168	$600.00
VALLARTA FOOD ENTERPRISES	0727	789004	030	0169	$200.00
VALLARTA FOOD ENTERPRISES	0755	789136	030	0189	$250.00
VALLARTA FOOD ENTERPRISES	0765	788212	120	6052	$2,000.00
VALLARTA FOOD ENTERPRISES	0765	791208	120	6105	$300.00
VALLARTA FOOD ENTERPRISES	0765	791210	120	6105	$300.00
VALLARTA FOOD ENTERPRISES	0785	788640	060	6547	$100.00
VALLARTA FOOD ENTERPRISES	0787	789182	060	6547	$500.00
VALLARTA FOOD ENTERPRISES	0790	788140	060	2600	$5,000.00
VALLARTA FOOD ENTERPRISES	0790	789103	060	2600	$750.00
VALLARTA FOOD ENTERPRISES	0790	789337	060	2600	$3,000.00
VALLARTA FOOD ENTERPRISES	0790	789339	060	2600	$3,000.00
VALLARTA FOOD ENTERPRISES	0790	791195	060	2600	$1,500.00
VALLARTA FOOD ENTERPRISES	0796	788672	030	0667	$500.00
VALLARTA FOOD ENTERPRISES	0796	788915	030	0667	$150.00

VALLARTA FOOD ENTERPRISES	0796	788921	030	0667	$350.00
VALLARTA FOOD ENTERPRISES	0810	789275	030	0141	$500.00
VALLARTA FOOD ENTERPRISES	0810	789281	030	0141	$500.00
VALLARTA FOOD ENTERPRISES	0810	789290	030	0141	$500.00
VALLARTA FOOD ENTERPRISES	0810	789291	030	0141	$500.00
VALLARTA FOOD ENTERPRISES	0810	789292	030	0141	$500.00
VALLARTA FOOD ENTERPRISES	0810	789293	030	0141	$500.00
VALLARTA FOOD ENTERPRISES	0810	789294	030	0141	$500.00
VALLARTA FOOD ENTERPRISES	0810	789295	030	0141	$500.00
VALLEY FENCE COMPANY	1395	788467	350	0913	$9,177.00
VALLEY IRON, INC.	0700	788309	060	3213	$370.00
VALLEY IRON, INC.	0710	789884	060	6388	$500.00
VAN WELL, ANASTASIA	0208	788099	030	0171	$187.42
VAN WELL, ANASTASIA	0208	788258	030	0171	$184.16
VENTURA TV, INC.	0553	791062	060	3182	$2,031.54
VERNIER SOFTWARE	0055	788184	030	7090	$515.24
VIATRON SYSTEMS, INC.	0889	789274	030	0708	$246.00
VIATRON SYSTEMS, INC.	0889	789274	030	0709	$246.00
VIKING ENTERPRISES	0905	789089	030	0738	$7,500.00
VINCENT COMMUNICATIONS, INC.	0005	791253	030	7090	$389.95
VINCENT COMMUNICATIONS, INC.	0100	791252	030	0115	$584.93
VINCENT COMMUNICATIONS, INC.	0170	791322	030	7090	$2,562.48
VINCENT COMMUNICATIONS, INC.	0475	788904	030	7090	$389.95
VINCENT COMMUNICATIONS, INC.	0919	788902	060	8150	$8,475.14
VINCENT COMMUNICATIONS, INC.	0925	789629	030	7230	$4,311.00
VIRCO, INC.	0919	789272	060	8150	$7,607.25
VIRTUAL ENTERPRISES INTERNATIONAL, INC.	0335	789029	060	6385	$1,500.00
WALSWORTH PUBLISHING COMPANY, INC.	0208	789173	080	8210	$680.40
WARDS NATURAL SCIENCE, INC.	0055	788865	030	0125	$2,646.15
WARDS NATURAL SCIENCE, INC.	0145	768598	030	7090	$14.52
WARDS NATURAL SCIENCE, INC.	0235	789220	030	0125	$2,500.00
WARDS NATURAL SCIENCE, INC.	0335	788417	030	7099	$4,579.41
WARDS NATURAL SCIENCE, INC.	0335	791268	030	7099	$813.15
WARDS NATURAL SCIENCE, INC.	0421	791265	030	0125	$3,708.48
WARDS NATURAL SCIENCE, INC.	0421	791273	030	0125	$731.41
WARDS NATURAL SCIENCE, INC.	0423	788955	060	3182	$1,726.81
WASHINGTON UNION HIGH SCHOOL	0421	788554	030	0172	$425.00
WATERBOY SPORTS, INC.	0335	789926	030	0172	$1,453.14
WAWONA FROZEN FOODS	1910	789195	130	5310	$9,601.38
WESTCOAST PRODUCTS & DESIGN, LLC	0710	791015	060	6388	$4,800.00
WESTWOODS BBQ & SPICE CO.	0230	789376	030	0124	$303.38
WESTWOODS BBQ & SPICE CO.	0335	788305	030	7090	$750.00
WHEELOCK, JULIE	0787	789582	060	6500	$64.66
WHITE PINE LUMBER	0710	788387	030	6350	$4,041.80
WHITE PINE LUMBER	0710	791011	060	6388	$9,182.49
WHITE PINE LUMBER	1400	789643	030	7394	$4,000.00
WILD WATER ADVENTURES	0020	789585	080	8210	$1,740.00

WILD WATER ADVENTURES	0260	788943	080	8210	$761.25
WILD WATER ADVENTURES	0285	788978	080	8210	$1,802.44
WILD WATER ADVENTURES	0285	789580	080	8210	$26.46
WILD WATER ADVENTURES	0290	791244	080	8210	$600.00
WILD WATER ADVENTURES	0330	788826	080	8210	$928.25
WILD WATER ADVENTURES	0430	789741	080	8210	$2,422.10
WILD WATER ADVENTURES	0460	789832	030	7090	$983.93
WILD WATER ADVENTURES	0460	789832	080	8210	$1,475.90
WILD WATER ADVENTURES	0500	789594	080	8210	$1,273.50
WILD WATER ADVENTURES	0575	788713	030	7090	$2,223.96
WILLDAN FINANCIAL SERVICES	0890	788605	030	0708	$7,000.00
WONDER VALLEY RANCH RESORT	0070	789329	030	7090	$4,200.00
WOO, T. S. DISTRIBUTING	0208	788765	080	8210	$1,000.00
WOODWIND & BRASSWIND	0335	791101	030	7099	$722.69
WORKBOOT EMPORIUM	1920	789323	030	0734	$2,000.00
WORLD FOOTBAG, INC.	0421	791076	030	0125	$365.05
WORLD'S FINEST CHOCOLATE	0430	791281	080	8210	$100.00
WORTHINGTON DIRECT	0380	789530	030	7090	$1,164.64
YANG DESIGN	0796	789609	030	0667	$9,872.88
YELLOW DOG SIGNS & GRAPHICS	0230	788667	030	0124	$1,000.00
YELLOW DOG SIGNS & GRAPHICS	0235	784469	030	7090	$1,000.00
ZANER BLOSER, INC.	0260	789316	060	3182	$647.90
ZEPHYRTEC, INC.	0880	788123	680	0851	$3,727.34

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
0002	Academy for Civil & Entrepreneurial Leadership
0005	Addams Elementary
0010	Ahwahnee Middle School
0012	Charter School
0015	Anthony Elementary
0020	Ayer Elementary
0025	Aynesworth Elementary
0030	Baird Middle
0035	Balderas Elementary
0040	Bethune Elementary
0045	Birney Elementary
0055	Bullard High School
0060	Bullard Talent K-8
0070	Burroughs Elementary
0075	Calwa Elementary
0077	Dewolf West
0080	Carver K-8
0089	Ceasar Chavez
0090	Centennial Elementary
0095	Columbia Elementary
0098	Comm-Phoenix Elementary
0100	Computech
0102	Phoenix Secondary
0105	Cooper Middle School
0110	Dailey Elementary
0120	Del Mar Elementary
0123	Design Science High School
0125	Dewolf High School
0127	Phillip J Patino School of Entreprenuership
0130	Duncan Polytechnical
0135	Easterby Elementary
0140	Eaton Elementary
0145	Edison High School
0150	Ericson Elementary
0155	Ewing Elementary
0160	Figarden Elementary

DEPT	DEPARTMENT NAME
0165	Forkner Elementary
0170	Fort Miller Middle
0175	Fremont Elementary
0176	Fresno Adventist
0181	Fresno City College
0185	Fresno High School
0188	Fulton
0190	GATE Office
0195	Manchester GATE Elementary
0200	Gibson Elementary
0205	Ginsburg
0208	Hamilton
0210	Heaton Elementary
0215	Hidalgo Elementary
0220	Holland Elementary
0225	Homan Elementary
0227	Homeless
0228	Suicide Prevention
0230	Cambridge
0235	Hoover High School
0237	Adult Transition Program on Fairmont
0240	JE Young Independent Study
0241	JE Young eLearn Academy
0250	Jackson Elementary
0255	Jefferson Elementary
0257	Kepler Charter
0260	King Elementary
0265	Kings Canyon Middle School
0270	Kirk Elementary
0285	Kratt Elementary
0290	Lane Elementary
0295	Lawless Elementary
0302	Professional Learning
0305	Leavenworth Elementary
0310	Lincoln Elementary
0315	Lowell Elementary
0320	Malloch Elementary

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(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
0330	McCardle Elementary
0335	McLane High School
0340	Muir Elementary
0355	Norseman Elementary
0361	Our Lady Of Victory
0365	Powers Elementary
0370	Pyle Elementary
0380	Robinson Elementary
0385	Roeding Elementary
0395	Roosevelt High School
0396	Roosevelt PACE
0400	Roosevelt School of the Arts
0410	Rowell Elementary
0412	San Joaquin
0415	Scandinavian Middle School
0417	Sequoia Middle School
0420	Slater Elementary
0421	Sunnyside High School
0422	Starr Elementary
0423	Terronez Middle School
0426	Creative Alternatives
0428	St Anthony
0429	St Helens
0430	Storey Elementary
0435	Sunset Elementary
0440	Tehipite Middle School
0445	Tenaya Middle School
0450	Thomas Elementary
0455	Tioga Middle School
0460	Turner Elementary
0462	Valley Preparatory Academy Charter
0463	Valley Arts and Science Academy
0465	Viking Elementary
0470	Vinland Elementary
0475	Wawona Middle School
0480	Webster Elementary
0485	Wilson Elementary
0495	Wishon Elementary
0500	Wolters Elementary
0503	Carter C. Woodson Public Charter
0504	504 Coordinator
0505	Yosemite Middle School
0510	Greenberg Elementary
0530	Olmos Elementary
0535	Bakman Elementary
0550	Williams Elementary
0552	Rata
0553	Addicott
0554	Southeast Elementary
0560	Site M-Orange/Butler
0565	Yokomi Elementary
0567	Vang Pao Elementary
0575	Gaston B Rutherford Middle School
0580	Juan Felipe Herrera Elementary
0601	Instructional Division - Academic Office
0615	Middle School
0616	Elementary Division Area HL
0617	School Leadership
0618	Elementary Division Area EG
0619	Alternative Education
0655	Instructional Leadership
0660	High School Administration
0661	Special Projects
0663	District & School Accountability
0664	Security Office
0670	Vocational Ed-Adult Education
0674	GED Testing-Adult Education
0675	ESL-Adult Education
0676	Parent Education-Adult Education
0679	231 Grant-Adult Education
0680	Secondary-Adult Education
0681	ABE-Adult Education
0682	GED-Adult Education
0700	Curriculum/Instruction

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
0701	Teacher Development
0702	Leadership Development
0703	Classified Development
0705	Administration-Adult Education
0706	College & Career Readiness
0708	Bookstore-Adult Education
0710	Career / Vocational Education
0711	Community Education-Adult Education
0712	Restaurant-Adult Education
0713	HSS-Gain Excess Cost-Adult Education
0715	Children's Centers
0722	E Street Services
0725	Extracurricular & Co-curricular
0726	Campus Culture
0727	Music/Visual and Performing Arts
0730	Health Services
0732	Health Safety and Emergency Services
0744	Instructional Media
0748	IMS
0750	Migrant
0755	African American Academic Acceleration (A4)
0758	English Learner Services
0765	Early Learning Department
0767	Early Learning Center
0770	Psychological & Guidance
0775	Regional Occupation Program
0780	PACE Program
0781	Elementary-Speech Language Pathology
0782	Secondary-Speech Language Pathology
0785	Elementary-Special Education
0786	Secondary-Special Education
0787	Management-Special Education
0788	Low Incidence-Special Education
0790	Extended Learning
0794	Transfers Office
0795	State & Federal Programs

DEPT	DEPARTMENT NAME
0798	District Intiatives
0799	Categorical Indirect
0805	Student Records
0810	Prevention & Intervention
0811	Restorative Justice
0812	Men's/Women's Alliance
0840	Support Services
0850	Superintendent
0851	CART
0852	Equity & Access
0853	School Support Division
0855	Board Of Education
0860	Community Information
0865	Educational Assessment
0875	Business Services Administration
0880	Benefits & Risk Management
0881	WellPath
0885	Technology Services
0886	Technology Network Data Center
0887	Technology Learner Support
0888	Technology Refresh
0889	Payroll Department
0890	Fiscal Services
0891	Salaries & Benefits
0892	Salaries & Benefits Supplemental
0893	Grants Resources/Development
0895	Purchasing
0896	Mail Room
0897	Warehouse
0900	Operational Services
0905	Facilities Management & Planning
0910	Food Services
0915	Graphics Center
0919	Plant Maintenance
0920	Plant Maintenance & Operations
0921	Energy Management
0923	Telecommunications

October 2021

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
0925	Transportation
0930	Human Resources
0935	Labor Relations
0970	School Safety
0976	2002A Refunding Measure A & K
0977	2004B Refunding Measure A & K
1005	Addams Elementary
1010	Ahwahnee Middle School
1012	Charter School
1015	Anthony Elementary
1020	Ayer Elementary
1025	Aynesworth Elementary
1030	Baird Middle
1035	Balderas Elementary
1040	Bethune Elementary
1045	Birney Elementary
1055	Bullard High School
1060	Bullard Talent K-8
1070	Burroughs Elementary
1075	Calwa Elementary
1080	Carver K-8
1089	Ceasar Chavez
1090	Centennial Elementary
1095	Columbia Elementary
1098	Comm-Phoenix Elementary
1100	Computech
1102	Phoenix Secondary
1105	Cooper Middle School
1110	Dailey Elementary
1120	Del Mar Elementary
1123	Design Science High School
1125	Dewolf High School
1127	Phillip J Patino School of Entreprenuership
1130	Duncan Polytechnical
1135	Easterby Elementary
1140	Eaton Elementary
1143	Education Center Canteen
1145	Edison High School
1150	Ericson Elementary
1155	Ewing Elementary
1160	Figarden Elementary
1165	Forkner Elementary
1170	Fort Miller Middle
1175	Fremont Elementary
1181	Fresno City College
1185	Fresno High School
1188	Fulton
1195	Manchester GATE Elementary
1200	Gibson Elementary
1205	Ginsburg
1208	Hamilton
1210	Heaton Elementary
1215	Hidalgo Elementary
1220	Holland Elementary
1225	Homan Elementary
1230	Cambridge
1235	Hoover High School
1237	Adult Transition Program on Fairmont
1240	JE Young Independent Study
1241	JE Young eLearn Academy
1250	Jackson Elementary
1255	Jefferson Elementary
1260	King Elementary
1265	Kings Canyon Middle School
1270	Kirk Elementary
1280	Pride Intervention
1285	Kratt Elementary
1290	Lane Elementary
1295	Lawless Elementary
1302	Professional Learning
1305	Leavenworth Elementary
1310	Lincoln Elementary
1315	Lowell Elementary
1320	Malloch Elementary

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
1325	Mayfair Elementary
1326	JE Young Annex
1330	McCardle Elementary
1335	McLane High School
1340	Muir Elementary
1355	Norseman Elementary
1365	Powers Elementary
1370	Pyle Elementary
1380	Robinson Elementary
1385	Roeding Elementary
1395	Roosevelt High School
1396	Roosevelt PACE
1400	Roosevelt School of the Arts
1410	Rowell Elementary
1415	Scandinavian Middle School
1417	Sequoia Middle School
1420	Slater Elementary
1421	Sunnyside High School
1422	Starr Elementary
1423	Terronez Middle School
1430	Storey Elementary
1435	Sunset Elementary
1437	Southeast Intersession
1440	Tehipite Middle School
1445	Tenaya Middle School
1450	Thomas Elementary
1455	Tioga Middle School
1460	Turner Elementary
1465	Viking Elementary
1470	Vinland Elementary
1475	Wawona Middle School
1480	Webster Elementary
1485	Wilson Elementary
1490	Winchell Elementary
1495	Wishon Elementary
1500	Wolters Elementary
1505	Yosemite Middle School

DEPT	DEPARTMENT NAME
1510	Greenberg Elementary
1530	Olmos Elementary
1535	Bakman Elementary
1550	Williams Elementary
1552	Rata
1553	Addicott
1554	Southeast Elementary
1560	Site M-Orange/Butler
1561	Site Ventura/Tenth
1565	Yokomi Elementary
1567	Vang Pao Elementary
1575	Gaston B Rutherford Middle School
1576	Southeast High School
1577	Alternative Education Facility
1578	New Southeast Site
1580	Juan Felipe Herrera Elementary
1601	Instructional Division - Academic Office
1619	Alternative Education
1635	Secondary Division
1655	High School Division
1670	Vocational Ed-Adult Education
1675	ESL-Adult Education
1679	231 Grant-Adult Education
1681	ABE-Adult Education
1700	Curriculum/Instruction
1701	Teacher Development
1705	Administration-Adult Education
1709	Caregiver Training-Adult Education
1710	Career / Vocational Education
1715	Children's Centers
1722	E Street Services
1727	Music/Visual and Performing Arts
1730	Health Services
1744	Instructional Media
1748	IMS
1755	African American Academic Acceleration (A4)

October 2021

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	**OBJECT**
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	**XXXX (4)**

DEPT	DEPARTMENT NAME
1758	English Learner Services
1765	Early Learning Department
1767	Early Learning Center
1781	Elementary-Speech Language Pathology
1782	Secondary-Speech Language Pathology
1785	Elementary-Special Education
1786	Secondary-Special Education
1787	Management-Special Education
1790	Extended Learning
1795	State & Federal Programs
1796	Community and Family Engagement Network
1798	District Initiatives
1810	Prevention & Intervention
1811	Restorative Justice
1812	Men's/Women's Alliance
1850	Superintendent
1851	CART
1855	Board Of Education
1860	Community Information
1865	Educational Assessment
1870	Legal Services
1885	Technology Services
1890	Fiscal Services
1891	Salaries & Benefits
1892	Salaries & Benefits Supplemental
1895	Purchasing
1897	Warehouse
1900	Operational Services
1905	Facilities Management & Planning
1910	Food Services
1912	Packaging Center
1914	Central Processing Facility
1919	Plant Maintenance
1920	Plant Maintenance & Operations
1921	Energy Management
1923	Telecommunications
1924	Environmental Services
1930	Human Resources
1935	Labor Relations
1950	Addicott-Maintenance & Operations
1958	Rata-Maintenance & Operations
1961	Education Center-Maintenance & Operations
1970	School Safety

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-42

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Purchase Orders from September 01, 2023, through September 30, 2023 – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from September 01, 2023, through September 30, 2023. Purchase orders for $10,000 or more are presented first, followed by purchase orders for less than $10,000.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted in the support material.

PREPARED BY: Ann Loorz

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

THE FOLLOWING PURCHASE ORDERS ARE FOR $10,000 OR MORE

PURCHASE ORDERS DATED
SEPTEMBER 1, 2023 TO SEPTEMBER 30, 2023
RATIFICATION DATE DECEMBER 6, 2023

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CA TEACHING FELLOWS FOUNDATION	0035	788440	030	7091	$5,407.20
CA TEACHING FELLOWS FOUNDATION	0035	788440	060	3010	$79,386.00
RFQ 23-30 CATEGORY C					
CA TEACHING FELLOWS FOUNDATION	0130	789007	030	7099	$22,701.00
CA TEACHING FELLOWS FOUNDATION	0130	789007	060	2600	$103,439.00
CA TEACHING FELLOWS FOUNDATION	0130	789007	060	3213	$42,314.00
RFQ 23-30 CATEGORY C					
CA TEACHING FELLOWS FOUNDATION	0790	786482	060	2600	$223,303.19
RFQ 22-09					
CSUF FOUNDATION	0703	789466	030	7230	$1,200.00
CSUF FOUNDATION	0703	789466	060	3010	$15,600.00
BP 4133					
FRESNO COUNTY EOC	0812	791361	030	0137	$41,000.00
BOE 08/09/23 A-14 (BUNDLED CONTRACTS)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER $10,000

PURCHASE ORDERS DATED
SEPTEMBER 1, 2023 TO SEPTEMBER 30, 2023
RATIFICATION DATE DECEMBER 6, 2023

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CA TEACHING FELLOWS FOUNDATION	0320	785729	030	7090	$1,489.60
CA TEACHING FELLOWS FOUNDATION	0725	788999	060	3213	$1,698.85
CA TEACHING FELLOWS FOUNDATION	0725	789005	060	3213	$1,332.05
CA TEACHING FELLOWS FOUNDATION	0860	788922	030	0694	$2,000.00
CALIF. STATE UNIVERSITY FRESNO	1400	788982	030	7394	$400.00
CALIFORNIA STATE UNIV. FRESNO	0758	791012	030	7091	$100.00
CALIFORNIA STATE UNIVERSITY	0710	788124	030	0152	$1,650.00
CALIFORNIA STATE UNIVERSITY	0710	788126	030	0152	$1,650.00
CSU FRESNO FOUNDATION	0860	789071	030	0694	$5,000.00
CSU FRESNO ASSOCIATION, INC.	0421	788337	060	722E	$660.00
FRESNO COUNTY EOC/FOOD SERVICE	0475	791231	030	7090	$700.00
FRESNO COUNTY EOC/FOOD SERVICE	0765	788953	120	6105	$3,000.00
FRESNO STATE UNIVERSITY	0125	789483	030	0172	$1,150.00
FRESNO STATE UNIVERSITY	0706	791009	030	0157	$50.00
FRESNO STATE UNIVERSITY	0727	788876	030	0168	$450.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM B-43

AGENDA SECTION: B
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Discuss and Approve the 2022/23 Audited Financial Statements Prepared by Crowe LLP

ITEM DESCRIPTION: Included in the Board binders is the Annual Financial Audit Report as prepared by external auditors, Crowe LLP. The audit report has been completed for submission to the State Department of Education. Each year the district is required to have its financial statements audited by an independent accounting firm. We are pleased to report that Fresno Unified School District has received an Unmodified Opinion for the 2022/23 Audit, which is the best opinion that can be issued.

The district's Audit Committee is scheduled to meet to review the audit report on December 05, 2023. Comments from that meeting will be reported to the Board as appropriate. A representative from Crowe LLP will present the audit report to the Board.

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

SUPERINTENDENT APPROVAL:

Agenda Item B-43

Smart decisions. Lasting value. ™



Fresno Unified School District

Audit Results for the year ended June 30, 2023

December 6, 2023

Auditor’s Responsibilities, Planned Scope, and Audit Timeline

- Express an opinion on the financial statements, federal and state compliance
- Risk of material misstatement
- Internal control evaluation
- Risk based audit approach



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New Accounting Standards

- **There were no new accounting standard with a material impact to the District's June 30, 2023 financial statements.**

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Corrected and Uncorrected Misstatements

- Corrected Misstatements:
  - No corrected misstatements

- Uncorrected Misstatements:
  1. Internal Service (Self-Insurance) Fund: A portion of the District's payroll is accounted for in the Internal Service Fund; therefore, a portion of the District's Net Pension Liability should also be allocated. However, the Internal Service Fund is combined with the Governmental Activities of the District; therefore, the Net Pension Liability District-wide is not understated.

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Other Required Communications

- There were no difficulties encountered with management
- There were no disagreements with management
- No consultation with other accountants
- No significant or adverse events require your attention in connection with the completion of the audit

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Audit Results

Type of Opinion	Results / Questioned Cost
Financial Statements	Unmodified
Federal Compliance	Unmodified
State Compliance	Unmodified

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Financial Highlights

- Key Statistics:
  - Total assets of the District at June 30, 2023: $ 2.4 billion
  - Total net position of the District at June 30, 2023: $ (552.4 million)
    - Net Pension Liability at June 30, 2023: $ (862.8 million)
    - Net OPEB Liability at June 30, 2023: $ (644.0 million)
  - Total change in net position for the District for the year ended June 30, 2023: $ 393.8 million
  - General Fund, Fund Balance at June 30, 2023: $ 553.9 million
  - In compliance with reserves recommended by the State of California
  - Positive certification status with County Superintendent of Schools

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Audit Findings & Recommendations

- State Compliance – One finding related to the After School Education and Safety (ASES) program. The reported attendance for two ASES program school sites did not agree for the underlying support. The total impact is an overstatement of 2 days of attendance for the District's ASES program.

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Conclusion

- The District's financial statements are presented fairly in all material respects
- No corrected misstatements identified through our audit
- No audit findings related to internal controls and federal compliance
- Management and staff at the District office and school sites were prepared and responded timely to our requests
- The District's audit report will be filed with the State Controller's Office before the December 15, 2023 reporting deadline

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FRESNO UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS

June 30, 2023

FRESNO UNIFIED SCHOOL DISTRICT
FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the year ended June 30, 2023

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WITH SUPPLEMENTARY INFORMATION
For the year ended June 30, 2023

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FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the year ended June 30, 2023

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Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Audit Committee and Board of Education
Fresno Unified School District
Fresno, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Fresno Unified School District, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Fresno Unified School District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Fresno Unified School District, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Fresno Unified School District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Fresno Unified School District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

(Continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Fresno Unified School District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Fresno Unified School District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 5 to 22 and the General Fund Budgetary Comparison Schedule, the Schedule of Changes in the District's Net Other Postemployment Benefits (OPEB) Liability, the Schedule of Money-Weighted Return of OPEB Plan Investments, the Schedule of the District's Proportionate Share of the Net Pension Liability, and the Schedule of the District's Contributions on pages 75 to 81 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

(Continued)

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Fresno Unified School District's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and, except for that portion marked "unaudited," was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, that information is fairly stated in all material respects in relation to the financial statements as a whole. The information marked "unaudited" has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2023 on our consideration of Fresno Unified School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Fresno Unified School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Fresno Unified School District's internal control over financial reporting and compliance.

Crowe LLP

Crowe LLP

Sacramento, California
November 29, 2023

Fresno Unified School District

Achieving our Greatest Potential!

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

December 06, 2023

Board of Trustees
Fresno Unified School District
Fresno, California 93721

Dear Trustees:

I am pleased to present the financial statements for the Fresno Unified School District (the District) for the fiscal year ended June 30, 2023, with the Independent Auditors' Reports on those financial statements and the Federal and State Compliance audits. These financial statements have been prepared in conformance with the principles and standards for financial reporting set forth by the Governmental Accounting Standards Board (GASB), and confirm that the District is fiscally sound as defined by the State Controller's Office, with a General Fund balance of $553,873,864.

The California Education Code requires the governing board to provide for an annual audit made by certified public accountants licensed by the State Board of Accountancy. The licensed firm of Crowe LLP rendered the attached auditors' reports. I believe that the data, as presented, is accurate in all material respects, that it is a fair presentation of the financial position and the results of the District's operations, and that the audit satisfies the requirements of the Education Code.

The District has prepared its financial statements since 2001 using the financial reporting requirements as prescribed by Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments (GASB No. 34). GASB No. 34 requires that Management provide a narrative introduction, overview, and analysis to accompany the Basic Financial Statements in the form of a Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The MD&A can be found immediately following the report of the independent auditors.

The financial statements for the year ended June 30, 2023 present the District's sound financial condition and, along with the MD&A as well as the included note disclosures, provide the reader with an understanding of the District's financial affairs.

Respectfully Submitted,

Patrick Jensen
Chief Financial Officer

Fresno Unified School District

Preparing Career Ready Graduates

This section of Fresno Unified School District's annual financial report presents a discussion and analysis of the District's financial performance during the fiscal year ending June 30, 2023. Readers are encouraged to consider the information presented in conjunction with the District's financial statements. This discussion and analysis provides a comparison between fiscal year 2022/23 and 2021/22.

ABOUT FRESNO UNIFIED SCHOOL DISTICT

Located in the heart of the Central Valley, Fresno Unified School District serves more than 69,300 students K to 12th grade and 1,500 preschool students, with an additional 4,800 adult learners served through Fresno Adult School. Through high quality instruction, district programs, and services and resources, the District is focused on building college and career ready graduates among its 67 elementary schools, 14 middle schools, 10 high schools, 6 alternative schools, 3 special education schools, and one adult school. In addition, the district provides oversight and evaluation to 10 neighborhood charter schools.

FINANCIAL HIGHLIGHTS

- The primary governmental fund has a net position deficit in governmental activities totaling $552.4 million at June 30, 2023.

- The total net position of the District increased by $393.8 million during fiscal year 2022/23. This is mainly due to the sale of the General Obligation Bonds, Election of 2020, Series B, Learning Recovery Emergency Block Grant, Net Pension Liabilities offset by a decrease in the Other Post Employment Benefits (OPEB) Liability.

- Fund balance of the District's governmental funds increased by $304.4 million resulting in an ending fund balance of $909.4 million. This was mainly due to a reduction in the OPEB liability, proceeds from the sale of bonds, and one-time entitlements offset with increased Net Pension Liabilities.

- At the end of the 2022/23 fiscal year, the balance in the District's Unrestricted General Fund increased by $43.8 million resulting in an ending fund balance of $328.4 million, The changes were mainly due to an increase in pandemic recovery reserve to elongate the support in future years.

- Governmental Accounting Standards Board (GASB) Statement No. 68 recognizes the District's portion of the California State Teachers' Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) pension liabilities, deferred inflows, deferred outflows, and pension expenses at June 30, 2023. The District is recognizing a net increase of $40.6 million in the net position as a result of the changes in the net position liability related to deferred outflows and inflow of resources.

- The District's long-term obligations increased by $120.8 million to $2.5 billion mainly due to the following: general obligation bonds increased $94.8 million, net OPEB liability decreased $343.3 million, pension liabilities increased $370.3 million, and compensated absences decreased $1.0 million.

- GASB Statement No. 31 requires government agencies to record the fair value of investments held by governmental external investment pools to record any unrealized gains/losses to revenue. The Fresno County investment pool reported unrealized losses of (4.54%) as of June 30, 2023. As a result, the district recognized a decrease in the fair value adjustments to cash in county treasury which resulted in a lower ending fund balance to the impacted funds by $50.6 million.

- GASB Statement No. 75 requires an actuarial valuation of the District's Retiree Health Benefits Plan and full recognition of the total net Other Post Employment Benefit (OPEB) liability. The total OPEB liability of $713.8 million, as of June 30, 2023, is offset with the 2022/23 net assets in the District's Irrevocable Trust for OPEB liabilities of $69.8 million. The net OPEB liability at the end of 2022/23 is $644.0 million. The liability decreased by $362.6 million mainly due to adoption of Medicare Advantage Plan for retirees enrolled in Medicare Plans A and B. In addition, the District transfers $3.5 million into an irrevocable trust from the General and Self Insurance Funds on an annual basis.

- The District maintained a positive financial position for 2022/23 as reflected by Moody's credit rating of Aa3 issued in August 2022. In its report to potential investors, Moody's Investor Services noted "the district's growing central valley economy, relative stable enrollment trend and healthy finances, with solid reserves and considerable alternate liquidity outside of the general fund that could be used for operations. The district's finances also benefit from prudent management, with conservative budgeting practices and an adopted reserve policy, and significant supplemental and concentration grant funding received under the Local Control Funding Formula due to its high share of unduplicated students.". The rating report highlights that "the district's finances also benefit from prudent management, conservative budget practices and an adopted reserve policy".

OVERVIEW OF THE FINANCIAL STATEMENTS

Management's Discussion and Analysis presents an introduction to the District's basic financial statements. Comparison to the prior year's activity is provided in this document. The basic financial statements are comprised of three components:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the basic financial statements

This report also contains required supplementary information and other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The *Government-wide Financial Statements* are designed to provide the reader of the District's Annual Financial Report, a broad overview of the financial activities in a manner similar to a private sector business. The government-wide financial statements include the *Statement of Net Position* and the S*tatement of Activities.*

- The *Statement of Net Position* presents information about the District's assets and liabilities. The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources is reported as net position. Over time, changes in net position may serve as a useful indicator whether the financial position of the District is improving or deteriorating.

- The *Statement of Activities* presents information showing how the net position of the District changed during the current fiscal year. Changes in net position are recorded in the statement of activities when the underlying event occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement even though the resulting cash flow may be recorded in a future period.

The *Government-wide Financial Statements* consolidate governmental and internal service activities that are supported from taxes and intergovernmental revenues. The District's *Government-wide Financial Statements* include the following types of funds: General, Special Revenue, Capital Project, Debt Service, and Internal Service Funds.

We exclude these activities from the District's *Government-wide Financial Statements* because the District cannot use these assets to finance its operations.

Fund Financial Statements

Fund Financial Statements are designed to demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific objectives. *Fund Financial Statements* for the District include governmental funds and proprietary funds.

Governmental funds account for essentially the same information reported in the governmental activities of the *Government-wide Financial Statements*. However, unlike the *Government-wide Financial Statements*, the *Governmental Fund Financial Statements* focus on near-term financial resources and fund balances. Such information may be useful in evaluating the financing requirements in the near term.

Since the governmental funds and the governmental activities report information use the same functions, it is useful to compare the information presented. Because the focus of each report differs, reconciliation is provided on the fund financial statements to assist the reader in comparing the near-term requirements with the long-term needs.

The District maintains 12 different governmental funds. As of June 30, 2023, the major funds are the General Fund, Building Fund, and the Bond Interest and Redemption Fund. They are presented separately in the *Fund Financial Statements* with the remaining governmental funds combined into a single aggregated presentation labeled *All Non-Major Funds*. Individual fund information for the non-major funds is presented in the Supplementary Information section.

The District adopts an annual appropriated budget for each of the governmental funds. A budgetary comparison schedule for the General Fund is included in the *Fund Financial Statements* to demonstrate compliance with the adopted budget.

The District maintains one type of proprietary fund which is the Self Insurance Fund.

The *Fund Financial Statements* of the proprietary fund provide the same information as the *Government-wide Financial Statements*, only in more detail. The Internal Service Fund is used to accumulate and allocate costs internally among the governmental functions.

Individual internal service fund information is presented in the *Fund Financial Statements* as the Statement of Fund Net Position, Statement of Revenues, Expenses, and Changes in Fund Net Position, and Statement of Cash Flows – Proprietary Fund. These statements consolidate the District's Internal Service Funds including the Property and Liability Fund, Workers' Compensation Fund, Health Fund, and the Defined Benefits Fund.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

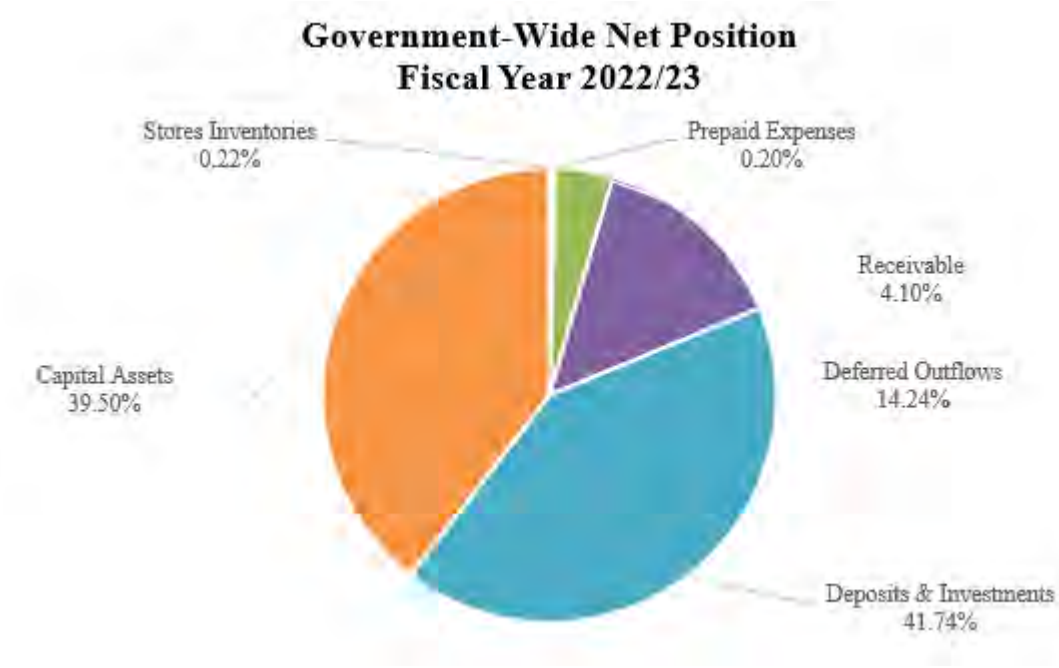
Other Information

In addition to the basic financial statements and accompanying notes, this report also contains other supplemental information concerning the District's non-major governmental funds.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

	Governmental Activities			
	2023	**2022**	**$ Change**	**% Change**
Current and other assets	$1,287,287,092	$886,054,953	$401,232,139	45.28%
Capital assets	1,099,099,178	1,034,445,066	64,654,112	6.25%
Total Assets	2,386,386,270	1,920,500,019	465,886,251	24.26%
Deferred Outflows	396,227,651	288,305,492	107,922,159	37.43%
Current liabilities	275,334,297	214,854,312	60,479,985	28.15%
Long-term liabilities	2,463,790,214	2,343,010,766	120,779,448	5.15%
Total Liabilities	$2,739,124,511	$2,557,865,078	$181,259,433	7.09%
Deferred Inflows	595,855,647	597,095,232	(1,239,585)	(0.21%)
Net invested in capital assets	395,708,280	347,143,590	48,564,690	13.99%
Restricted	548,994,377	268,865,840	280,128,537	104.19%
Unrestricted	(1,497,068,894)	(1,562,164,229)	65,095,335	4.17%
Total Net Position	($552,366,237)	($946,154,799)	$393,788,562	41.62%



Government-wide Net Position

The assets of the District are classified as follows: cash, investments, receivables, prepaid expenses, stores inventory, and capital assets. Current and other assets are available to provide resources for the near-term operations of the District. The majority of the current assets are the result of State apportionment and property tax resources.

Capital assets are used in the operations of the District. These assets include land, land improvements, buildings, equipment, and work-in-process.

Current and long-term liabilities are classified based on anticipated liquidation either in the near-term or in the future. Current liabilities include accounts payable, unearned revenue, and self-insurance claims liabilities. The liquidation of current liabilities is anticipated to be either from current available resources, current assets or new resources that became available during the 2022/23 fiscal year. Long-term liabilities such as general obligation bonds and compensated absences will be liquidated from resources that will become available after the 2022/23 fiscal year.

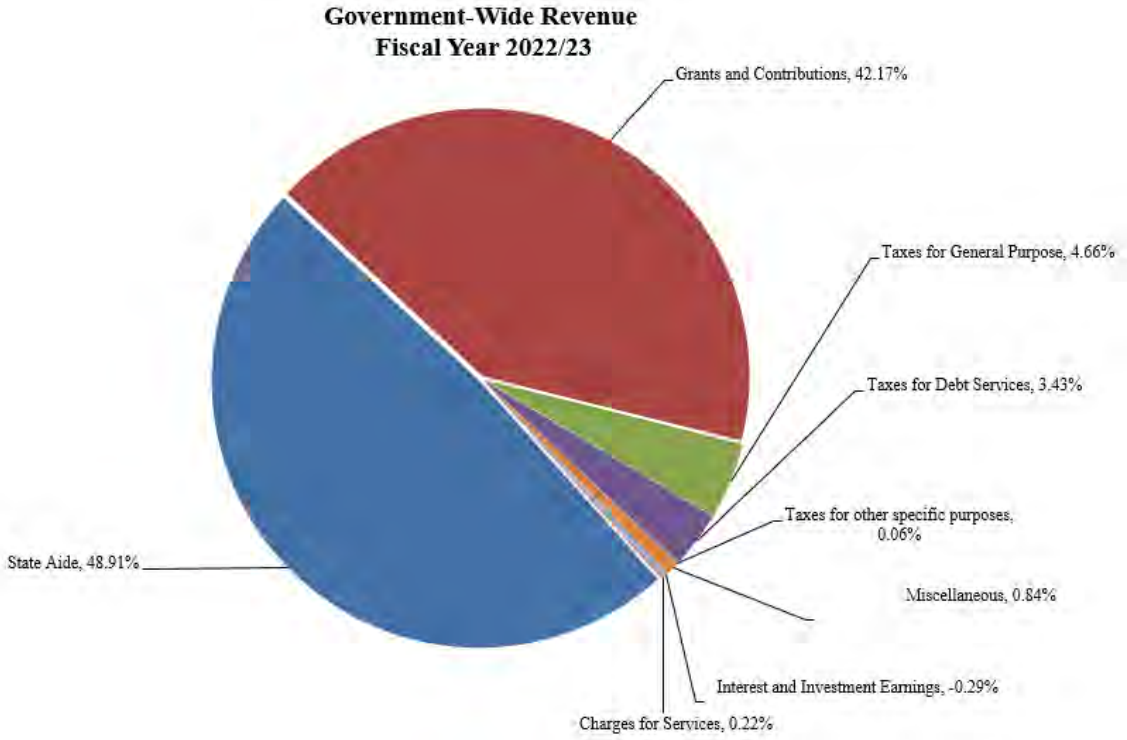
The liabilities and deferred inflows of the primary governmental activities exceed the assets and deferred outflows by $552.4 million. Total net position of the primary governmental activities does not include internal balances. Internal balances are interfund payables and receivables within the governmental activities. The amounts reported in the accounts are eliminated to avoid the "gross up" effect on the assets and liabilities.

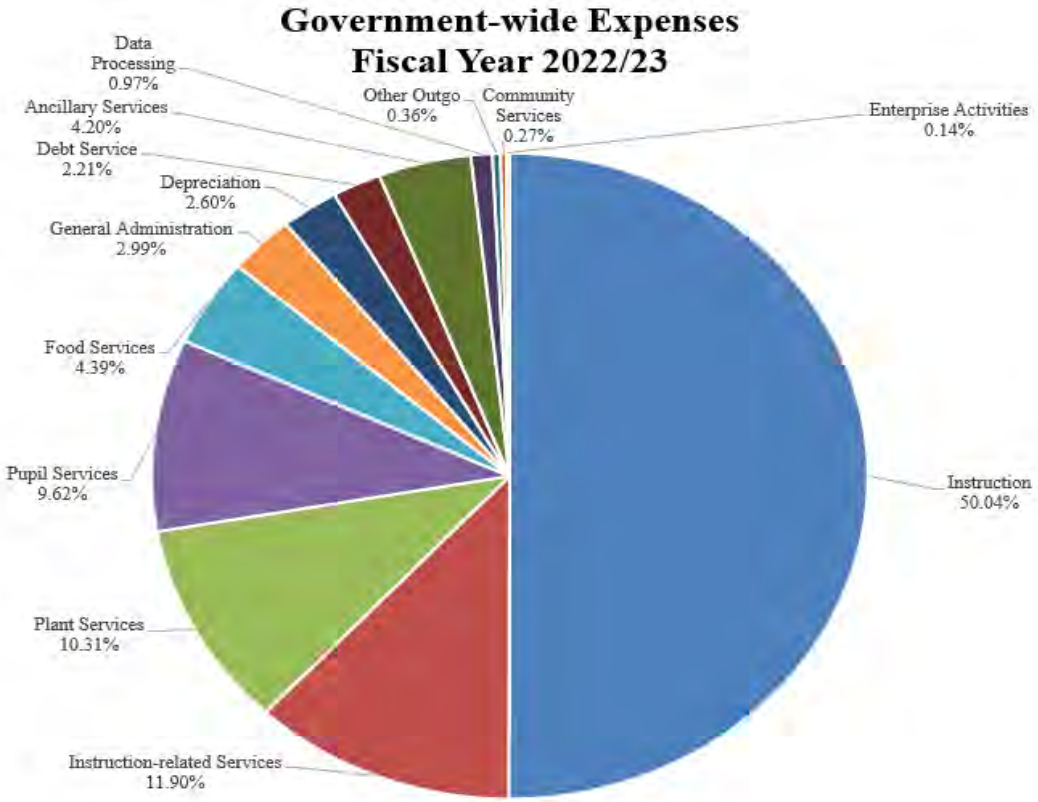
A net investment of $1.10 billion in land, land improvements, buildings, equipment, and work-in-process, represents 46% of the District's total assets. The District serves 69,327 public school students including transitional kindergarten through 12th grade. In addition, the District participates in the State preschool program in which 1,516 students are enrolled.

The table and chart above summarize the District's *Government-wide Net Position.*

Statement of Activities

	Governmental Activities		
	2023	**2022**	**Change**
Program Revenues			
Charges for Services	$3,966,631	$3,023,514	31.19%
Operating Grants & Contributions	748,902,099	596,370,001	25.58%
Capital Grants & Contributions	21,361,963	-	100%
General Revenues			
Taxes and Subventions	148,815,596	137,933,892	7.89%
Federal and State Aid, Unrestricted	893,451,320	784,758,511	13.85%
Interest and Investment Earnings	(5,349,747)	(18,778,276)	71.51%
Other General Revenues	15,456,181	12,464,809	24.00%
Total Revenues	$1,826,604,043	$1,515,772,451	20.51%
Expenses			
Instruction	$717,027,201	$706,229,125	1.53%
Instructional Related	170,446,179	143,193,503	19.03%
Student Support Services	200,867,881	171,930,004	16.83%
General Administrative	56,674,457	48,882,847	15.94%
Maintenance and Operations	147,749,062	124,316,608	18.85%
Depreciation	37,267,662	35,341,062	5.45%
Other	102,783,039	94,744,661	8.48%
Total Expenses	$1,432,815,481	$1,324,637,810	8.17%
Change in Net Position	$393,788,562	$191,134,641	106.03%


Government-Wide Revenue
Fiscal Year 2022/23
Grants and Contributions, 42.17%
Taxes for General Purpose, 4.66%
Taxes for Debt Services, 3.43%
Taxes for other specific purposes, 0.06%
Miscellaneous, 0.84%
Interest and Investment Earnings, -0.29%
Charges for Services, 0.22%
State Aide, 48.91%


Government-wide Expenses
Fiscal Year 2022/23
Data Processing 0.97%
Other Outgo 0.36%
Community Services 0.27%
Enterprise Activities 0.14%
Ancillary Services 4.20%
Debt Service 2.21%
Depreciation 2.60%
General Administration 2.99%
Food Services 4.39%
Pupil Services 9.62%
Instruction 50.04%
Plant Services 10.31%
Instruction-related Services 11.90%

Financial Analysis of the District's Governmental Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental activities – Capital Project Funds for the District provide the same type of information presented in the government-wide financial statements but in greater detail. The following highlights significant activity in the District's Capital Project Funds for fiscal year 2022/23:

- The County School Facilities Fund spent $46.8 million on projects (Measure X – $7.1 million, Measure M – $29.0 million), and savings from state facility projects totaling $10.7 million.

- The County School Facilities Fund's major projects and activities included the following:

  - Construction and Maintenance major projects and activities totaling $22.6 million:
    - Addams Elementary $ 5.8 million
    - Edison High $ 5.3 million
    - Duncan Polytechnical $ 3.3 million
    - Juan Herrera Elementary $ 1.7 million
    - Ericson Elementary $ 1.3 million
    - Sunnyside High $ 1.2 million
    - Columbia Elementary $ 0.9 million
    - Fresno High $ 0.9 million
    - 20 other sites totaling $ 2.2 million

  - Modernization Projects included the following sites totaling $24.2 million:
    - Hoover High $ 3.9 million
    - Yosemite Middle $ 2.5 million
    - Edison High $ 2.0 million
    - Kirk Elementary $ 1.0 million
    - Addicott $ 0.9 million
    - Bullard High $ 0.9 million
    - Fresno High $ 0.7 million
    - Tenaya Middle $ 0.7 million
    - 100 other sites totaling $11.6 million

The General Fund is the chief operating fund of the District. Student enrollment decreased by 197 students during the fiscal year. The funded average daily attendance (ADA) for fiscal year 2022/23 increased by 3,639 ADA from 2021/22, however, the district is funded on a 3-year prior year average, which is approximately 4,062 ADA higher than 2022/23 ADA. The 3-year prior year average provides an additional $58.4 million of relief due to declining ADA.

The Bond Interest and Redemption Fund has adequate resources accumulated to make the principal and interest payments.

The Cafeteria Fund's key elements that highlight the activities in the 2022/23 fiscal year are as follows:

- Approximately 15,600 breakfasts, 54,600 lunches, and 3,300 snacks per day were served, equating to 13.2 million meals annually which is an increase of 1.4 million meals overall from the prior year due to students continuing to return to campus.

- The District received a grant for 60 elementary school sites to participate in the Fresh Fruit and Vegetable Program, making the District the largest grant recipient from the California Department of Education.

- The District continues to participate in the National School Lunch and School Breakfast Programs under the Community Eligibility Provision (CEP), which allows all students at every site to receive a healthy breakfast, lunch, and snack every day.

- Meals are served at 107 locations, utilizing 453 full and part-time employees. The volume of meals served has enabled the program to operate on Federal and State reimbursement without additional contribution from the Unrestricted General Fund.

General Fund Budgetary Highlights

The General Fund budget is composed of the unrestricted and restricted fund budgets. Restricted funds are grants or entitlements that have specified rules on how the funds can be spent. Unrestricted funds may be used as determined by the Board of Education. Education Code 41011 requires unified districts to spend at least 55% towards classroom compensation. In 2022/23, Fresno Unified spent 55.04% towards classroom compensation.

Over the course of the year, the District revised the annual operating budget six times. These budget amendments are authorized per Education Code 42601 and fall into the following categories:

- Changes made to recognize revenue anticipated/received from sources outside the District
- Changes made to recognize expenses

The District is required to present year-end projections at two different intervals (December and March).

The District, as a general rule, requires restricted budgets to stay within their State and/or Federal allocation. The major exceptions include Special Education, Ongoing & Major Maintenance Account and Medi-Cal. In addition to the State and/or Federal allocation, the District contributes Unrestricted General Fund resources to these programs.

Unrestricted Ending Balance

The adopted unrestricted ending balance for 2022/23 was projected to be $289.3 million. The actual 2022/23 ending balance is $328.4 million, a gain of $39.0 million, mainly due to the following:

2021/22 Ending Fund Balance Impacts

- Actual general fund balance in 2021/22 was lower than the adopted budget by $3.0 million mainly due to:
  - School site and department expenditures lower than anticipated
  - Additional revenue due to increased Unduplicated Pupil Percentage (UPP)
  - Additional one-time lottery, interest income, and Medi-Cal Administrative Activity (MAA) revenue
  - Record the fair value investments held in Fresno County investment pool which reported unrealized losses of (3.17%)

2022/23 Impacts

- An increase in Local Control Funding Formula (LCFF) revenue of $55.0 million due to an increase in Cost-of-Living Adjustment (COLA) from 6.56% to 13.26%
- An increase in Federal, State, and local income of $6.0 million mainly due to transportation funding, one-time MAA revenue, interest income, and lottery - offset by the unrealized loss of investments held with the Fresno County Treasury
- Total expenditures and contributions increased by $19.0 million was recognized due to the following changes:
  - Increased cost to provide an ongoing 6% raise from Adopted Budget of 3% by $19.0 million
  - Salaries were lower than anticipated by $5.0 million
  - School site/department expenditures were lower than anticipated by $5.0 million
  - Purchase of second education center facility of $8.0 million

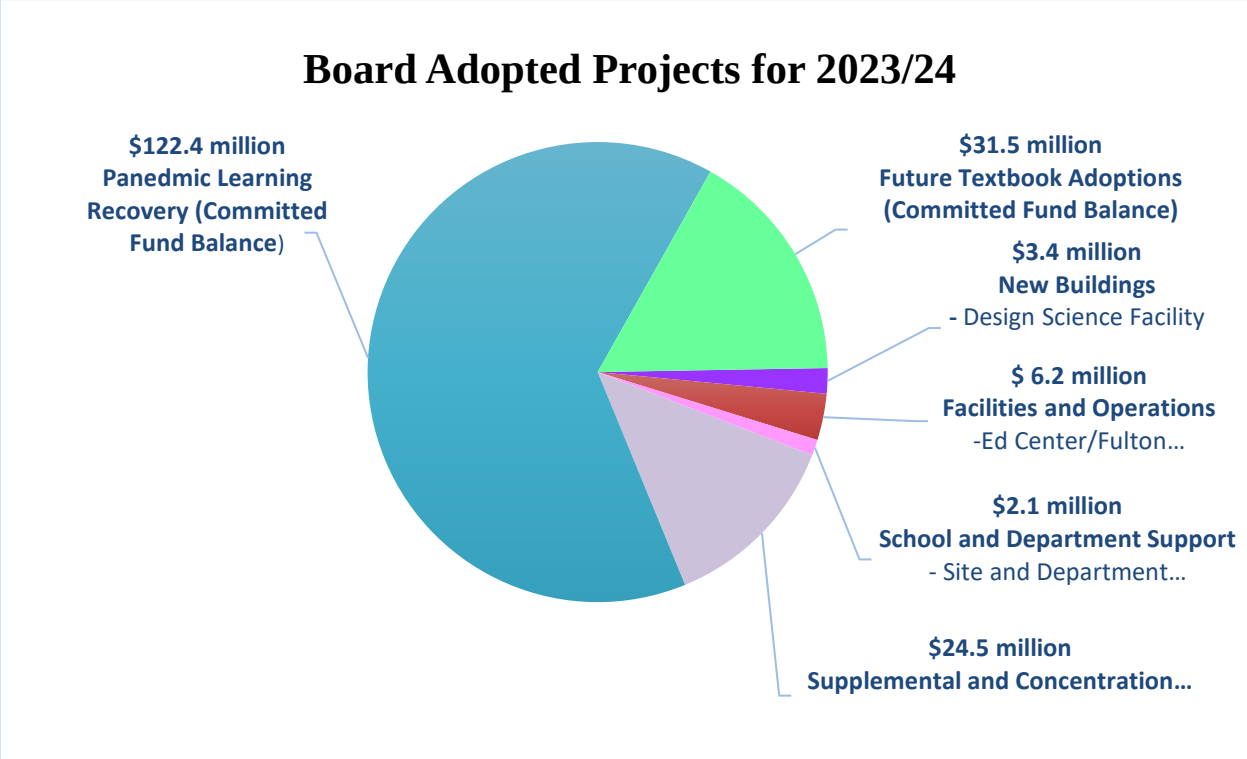
The Board designated funds for the 2023/24 budget in the amount of $190.1 million for future projects as follows:

Committed Fund Balance:

Supplemental and Concentration Carryover	$ 24.5 million
Future Textbook Adoptions	$ 31.5 million
Pandemic Learning	$122.4 million

Assigned Fund Balance:

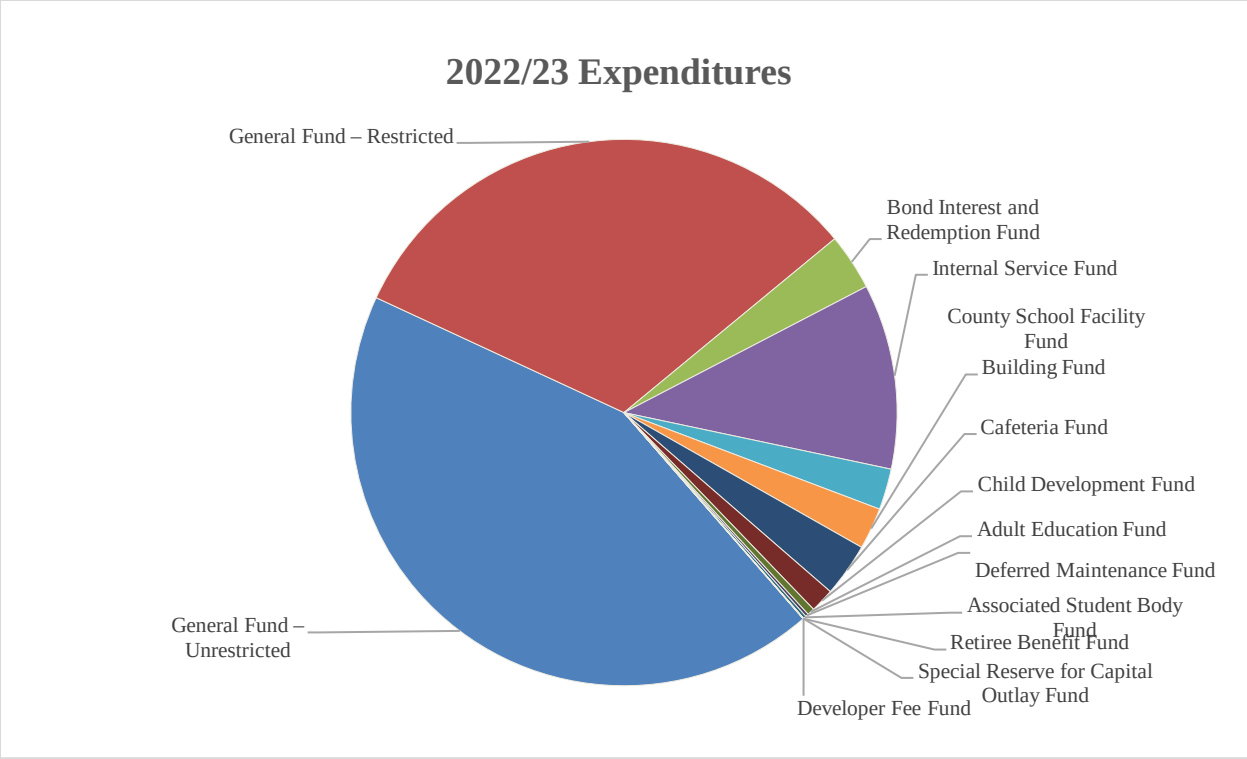
Ed Center/Fulton St. Remodel	$ 5.0 million
Design Science Facility	$ 3.4 million
Restroom Renovation	$ 1.2 million
Financial Software Upgrade	$ 1.1 million
Site and Department Carryover	$ 1.0 million



Total expenditures for 2022/23 were $1.9 billion, representing a decrease from 2021/22 of $29 million as listed below (in millions):

Expenditures	2022/23 Unaudited Actuals Expense	2021/22 Unaudited Actuals Expense	Difference	Change
General Fund – Unrestricted	$835.9	$687.5	$148.4	21.6%
General Fund – Restricted	615.1	581.1	34.0	5.9%
Bond Interest and Redemption Fund	64.4	230.6	(166.2)	(72.1%)
Internal Service Fund	211.0	203.5	7.5	3.7%
County School Facility Fund	46.7	91.1	(44.4)	(48.7%)
Building Fund	48.0	74.9	(27.5)	(36.7%)
Cafeteria Fund	60.9	49.3	11.6	23.5%
Child Development Fund	27.3	20.3	7.0	34.5%
Adult Education Fund	8.4	7.7	0.7	9.1%
Deferred Maintenance Fund	3.4	4.1	(0.7)	(17.1%)
Associated Student Body Fund	3.4	2.2	1.2	54.5%
Developer Fee Fund	0.1	1.2	(1.1)	(91.7%)
Special Reserve for Capital Outlay Fund	0.4	0.5	(0.1)	(20.0%)
Retiree Benefit Fund [(A)]	0.1	0.1	0.0	0.0%
Total	$1,925.1	$1,954.1	($29.0)	(1.5%)

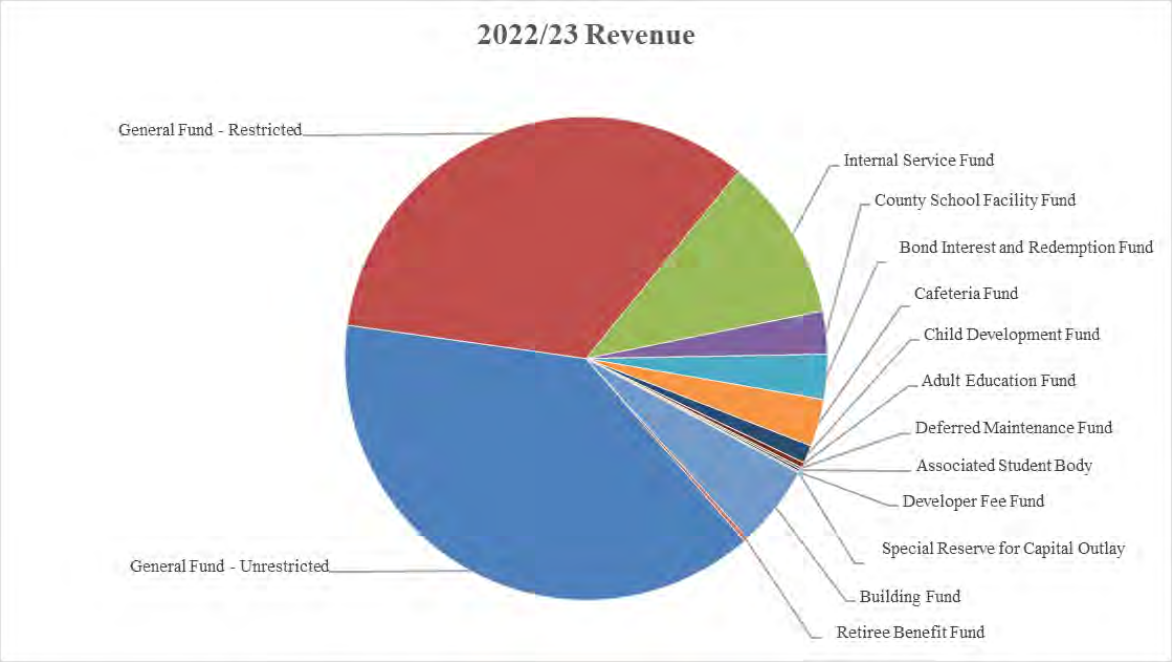
[(A)] The Retiree Benefit Fund is not included in the District's financial statements. The funds in the California Employers' Retiree Benefit Trust (CERBT) are held in trust and will be administered by the CalPERS as an agent multiple-employer plan. The District's contributions to the irrevocable trust are included in the CERBT, which is included in the CalPERS Annual Comprehensive Financial Report (ACFR).



Total revenue for 2022/23 was $2.3 billion, representing an increase from 2021/22 of $448.0 million as listed below (in millions):

Revenue	2022/23 Unaudited Actuals Revenue	2021/22 Unaudited Actuals Revenue	Difference	Change
General Fund - Unrestricted	$986.5	$772.6	$213.9	27.7%
General Fund - Restricted	654.0	628.9	25.1	4.0%
Internal Service Fund	248.5	213.6	34.9	16.3%
County School Facility Fund	65.3	70.0	(4.7)	(6.7%)
Bond Interest and Redemption Fund	68.4	58.3	10.1	17.3%
Cafeteria Fund	72.0	53.1	18.9	35.6%
Child Development Fund	27.4	20.3	7.1	35.0%
Adult Education Fund	7.8	7.9	(0.1)	(1.3%)
Deferred Maintenance Fund	3.4	4.1	(0.7)	(17.1%)
Associated Student Body	3.7	2.6	1.1	42.3%
Developer Fee Fund	2.2	1.6	0.6	37.5%
Special Reserve for Capital Outlay	0.1	(0.1)	0.2	200.0%
Building Fund	125.5	(1.9)	126.8	6,673.7%
Retiree Benefit Fund[(A)]	5.9	(5.5)	11.4	207.3%
Total	$2,270.7	$1,825.5	$445.2	24.4%

[(A)] The Retiree Benefit Fund is not included in the District's financial statements. The funds in the CERBT are held in trust and will be administered by the CalPERS as an agent multiple-employer plan. The District's contributions to the irrevocable trust are included in the CERBT, which is included in the CalPERS Annual Comprehensive Financial Report (ACFR).



Summary of Capital Assets

Governmental Activities, Capital Assets	2023	2022	$ Change	% Change
Land	$66,411,797	$ 66,411,797	-	0.00%
Work-in-process	266,026,724	223,076,943	42,949,781	19.25%
Land improvements	134,424,158	119,617,401	14,806,757	12.38%
Buildings	1,156,826,700	1,121,888,371	34,938,329	3.11%
Equipment	53,055,159	44,598,346	8,456,813	18.96%
Capital Assets, cost	$1,676,744,538	$1,575,592,858	$101,151,680	6.42%
Accumulated Depreciation	(577,645,360)	(541,147,792)	(36,497,568)	6.74%
Governmental Activities Capital Assets, net	$1,099,099,178	$1,034,445,066	$64,654,112	6.25%

The District's investment in Capital Assets for its governmental activities as of June 30, 2023 was $1.1 billion (net of accumulated depreciation).

Capital Assets include land, land improvements, buildings, equipment, and work-in-process. Capital Assets continued to grow in the governmental activities as District-wide construction continued due to utilization of Measure M and Measure X funds.

Summary of Long-Term Liabilities

	2023	2022	$ Change	% Change
Governmental Activities				
General Obligation Bonds	$883,477,511	$797,372,603	$86,104,908	10.80%
Accreted Interest	31,837,361	25,531,944	6,305,417	24.70%
Unamortized Premium	37,687,554	35,303,862	2,383,692	6.75%
Other Postemployment Benefits	644,006,970	987,304,445	(343,297,475)	-34.77%
Compensated Absences	4,025,818	5,065,912	(1,040,094)	-20.53%
Net Pension Liability	862,755,000	492,432,000	370,323,000	75.20%
Governmental Long-Term Liabilities	$2,463,790,214	$2,343,010,766	$120,779,448	5.15%

As of June 30, 2023, the District had a total outstanding bonded debt of $883.5 million backed by the full faith and credit of the District.

Total long-term debt for the District increased by $120.8 million. The change in the long-term debt was due mainly to the following: General Obligation Bonds increased $94.8 million, net OPEB liability decreased $343.3 million , pension liabilities increased $370.3 million , and compensated absences decreased $1.0 million .

State statutes limit the amount of general obligation debt that the District may issue. At the end of the current fiscal year, the legal debt limit was 3.07%.

Economic Factors and Budgets and Rates for 2023/24

The annual process to develop the District's budget begins in the fall with an update to the Board of Education and stakeholders regarding the District's Local Control and Accountability Plan (LCAP) actions and investment areas. The following January the Governor proposes the State budget. Since most of the District's revenue comes from the State, the District carefully derives assumptions from the Governor's proposal, guidance from the Fresno County Superintendent of Schools, and enrollment projections. The 2023/24 Proposed Budget includes recommendations that continue to balance the Board of Education's investments in extensive student programs, competitive employee compensation, and prudent fiscal responsibility.

On June 14, 2023, the Board of Education approved an Adopted Budget for fiscal year 2023/24. The Adopted Budget included a 7.59% unrestricted reserve.

- **The major State assumptions are:**
  - Statutory cost-of-living adjustment of 8.13%
    - Subsequently, the Adopted State Budget increased the COLA to 8.22%
  - The cash flow projected a positive balance of $367.6 million on June 30, 2024
  - Educational Protection Account continues, as required by Proposition 30 (November 2012), which represents 45% ($208.7 million) of the Local Control Funding Formula (LCFF)
  - The District is projected to be funded on the three year prior rolling average ADA
  - LCFF Supplemental and Concentration funding of $280.1 million
- **The local assumptions are as follows:**
  - The Elementary School Aligned Instructional System: Designated sites, instructional aides including kindergarten aides, home school liaisons, police chaplains and campus safety assistants, custodial, clerical supports, administrative support, and health care professionals including a registered nurse, licensed vocational nurse or health assistant and school psychologist
  - The Middle School Aligned Instructional System: Transition teachers and campus culture support, safety investments include campus assistants, custodial support, clerical support, home school liaison, administrative support, and health care professionals including a registered nurse and licensed vocational nurse or health assistant, and school psychologist
  - The High School Aligned Instructional System: Professional learning, librarian, student engagement, campus culture assistant and athletic director support, safety investments include school resource officer, probation officer and campus assistants, custodial support including PE custodians, pool custodians and auditorium custodians, clerical supports including a library technician, administrative support, and health care professionals including a registered nurse and licensed vocational nurse on a daily basis and school psychologist
  - School Site Allocations: Investments for instructional classroom support, after-school activities/athletics, equipment and coaching contracts, as well as supplies for libraries including increase of 10% allocation and continued support from Recovery Funds to lower class size for 9th grade English and elementary staffing

  Improve academic performance at challenging levels
  - Health Services: Addition of nurses, licensed vocational nurses, budget technician, increases license vocational nurses from 6-hour to 7-hour per bargaining agreement, and increases the Supplemental Health Care contracts to support additional services
  - Security Office: Addition of an executive director, manager II, safety school specialists, elementary school campus safety assistants, high school campus safety assistants, alternative school campus safety assistants and training for staff; One-time supports for vehicles, radios and safety supplies, pilot safe route evaluations, elementary cafeteria cameras, deaf and hard of hearing sensors at four sites, pilot vaping sensors and cameras, and replace outdated AED's and provide training
  - Emergency Response: Allocates supplies to expand outreach

- Information Technology: Addition of a director, expands Parsec contract to support district dashboards, and high school drone club support; One-time supports for Harvard Strategic Project Data Fellowship
- Information Technology Learner Support: Addition of a project manager, technician specialist, help desk support, hotspots for students, GoGuardian software licenses, new model student laptop pilot, and paraeducator laptop refresh. In addition, shifts pre-order computer savings from 2024/25 to 2023/24 due to breakage
- Chief Academic Officer: Addition of an executive coach for new leaders and reduces an executive director to support school data psychometrics
- School Site Data & Psychometrics: Addition of an administrative analyst, analyst II, secretary II, and shifts assistant superintendent from alternative education, and provides operational supplies and contracts
- Alternative Education: Addition of library teachers, library technicians, activity director, an office assistant, shifts an assistant superintendent to School Site Data & Psychometrics, and converts contracts to teaching personnel
- African American Academic Acceleration: Supports advisory program for African American students in grades 5-12 and shifts teacher to College and Career Readiness: One-time supports African American Student Leadership; One-time Literacy grant supports expansion of elementary reading program
- Curriculum and Instruction: Supports for IdeaFest, shift Ed Cite contracts from sites to district office, add security for E Street, and support GATE participation

Increase student engagement in the school & community

- Plant Operations: Addition of a manager, district supervisors, high school plant supervisors, grounds worker IV's, ground worker III, grounds worker I, plant coordinator, custodians, office assistant III, field rehabilitation, tree service projects, and annual equipment replacement; In addition, increase utility costs; One-time support of fleet vehicles, custodial and field equipment, service recreational turf district wide, and reorganize Brawley office
- Plant Maintenance: Additional HVAC mechanics, HVAC supervisor, irrigation specialist, lead plumber, plumbers, equipment operator II, mechanic, deferred maintenance projects, curtain repairs, and mold testing and sampling; One-time support of fleet vehicles, tools and equipment, and Laserfiche license
- Nutrition Services: Additional nutrition service assistants, project manager, accountant, wellness coordinator, and executive chef contracts; One-time supports site equipment upgrades
- Transportation: Additional business operations manager, special education dispatcher, driver trainer, accountant, relief drivers, expand free bus passes for full year, upgrade transportation systems, and GPS system; One-time support to upgrade transportation systems, add cameras, an equipment lift, vans, bus rodeo team trailer, CNG compressor, and bus wash system
- Early Learning: Additional paraprofessionals and child development teacher; One-time transitional-kindergarten expansion equipment
- Department of Prevention and Intervention: Additional behavior intervention specialist, technical support specialist, Men's and Women's alliance transportation, Let's Talk full year contract, and materials and supplies offset with climate and culture specialist and supplies
- Equity and Access: Additional director, manager II, support community schools with training and materials and supplies, increase Hanover contract, and add black educator development
- American Indian Education: Additional manager and support for materials and supplies
- Purchasing and Warehouse: Additional warehouse workers; One-time support for forklift, shipment equipment, and mail vans
- Student Engagement: Support for official contracts, enrichment at elementary, and graduation supports

Expand student centered and real-world learning experiences

- Extended Learning: Additional analyst II, executive officer, after school paraprofessionals, after school leads, and TSA for student engagement. In addition, shift the After School program from Fresno County Office of Education to Fresno Unified in 2023/24; all funds are supported by the Expanded Learning Opportunities Grant, After School Grant, and 21st Century. In addition, utilization of carryover to support the aviation facility
- College and Career Readiness: Additional coordinator, teachers, counselors, manager II's, analyst, secretary II, Spanish community liaison, registrar, administrative secretary, child welfare assistant to support Steve Scholars, supports career exploration, historical black colleges, and transportation to support college trips; One-time support of historical black college, counselor professional learning, and dual enrollment
- English Learners: Additional manager

Increase inclusive opportunities for families to engage in their student's education

- Translation Services: Additional Hmong translator, office assistant and supplies
- Parent University: Additional community education specialist offset by contracts in Title I
- Communications: Supports district-wide events and Final Site contract; One-time support for marketing contract
- School Leadership: Additional manager and support for school oversight; One-time support of enterprise software and district-wide staff meetings
- Engagement & External Partnership: Supports marketing and communication
- Board Office: Additional administrative secretary and supplies
- Business and Financial Services: Support budget book software

Increase recruitment and retention of staff reflecting the diversity of the community

- Special Education: Additional guidance learning advisors at specialty schools, administrative secretary II, manager III, program technician, behavior support advisors, budget technician II, school office assistants, convert Lori Ann preschool teachers from 206 days to 215 days, paraeducators, upgrade 86 positions paraeducators to support diapering and toileting, and upgrade 58 paraeducator positions from 3.5 hours to 6 hours
- Human Resources: Additional administrator, directors, manager III's, coordinator I's, administrative analyst, analyst II, data specialist II's, artificial intelligence to support reporting, and training protocol for new hires; One-time support for negotiation costs, supplies for new staff, development of orientation and training modules, and contract to recruit hard-to-fill positions
- Leadership Development: Additional administrative secretary
- State and Federal: Additional project manager; shifts analyst from one-time recovery funds
- Charter Office: Additional manager
- 4% salary increase based on contingency language
- One-time allocations using recovery funds include:
    - Health Services: Support personal protective equipment for sites
    - Information Technology Learner Support: Support for Bullard FLATS location and high school flat panel displays
    - Alternative Education: Support for teaching personnel, credit recovery, and Home & Hospital technology
    - African American Academic Acceleration: Support of a manager
    - Curriculum and Instruction: Supports for home libraries, tier II intervention materials, teacher development (Algebra, Literacy, Science, World Language, Ethnic Studies, Math Lesson Design, 2-day Learning Summit), winter and summer classified professional learning, digital lessons, Tutor.com, First K-3 reading licenses, and ethnic studies curriculum. In addition, support African American and Latin X history participation
    - Plant Maintenance: Support carryover of HVAC projects, support space and Farber building

  - Early Learning: Support for assessment and outreach, health and safety classroom kits, creative license, and professional learning
  - Department of Prevention and Intervention: Support for registered behavior technician contract, professional development for restorative practices and responding to behaviors, Care Solace and substance abuse contract, counselors, manager III, Office Assistant III, child welfare and attendance specialists, social workers, behavioral intervention specialists, guidance learning advisor, and behavior support advisor
  - Student Engagement: Support summer athletic bridge program, replacement of uniforms and equipment
  - College and Career Readiness: Support IMAGO contract
  - English learners: Support Tiger Bytes application, peer mentoring services, Rosetta Stone licenses, Hmong consultant, Orchid Translation services, and professional learning
  - Parent University: Support professional development for home school liaisons and family leadership advocacy
  - Special Education: Support for registered behavioral technician contract, Wonderworks Goalbook, and paraeducator contract support
  - Leadership Development: Support for vice principal mentors, new administrator coaching, 3-day administrator summer institute, breakthrough leadership, coaching equity session
  - Teacher Professional Development: Supports for tuition fees for year one and two interns, partnership with Fresno Pacific for masters in reading, math institute, literacy institute, summer Teacher Academy, Special Education Teacher Residency, STEAM pipeline, Dual Immersion Academy, literacy master and dual enrollment, Ethnic Studies Institute, Aspiring Teacher cohort, Coaching Institute, Teacher Tutoring Academy, extra days for TSA's to support summer and winter programs, and Substitute Teacher pipeline

- Multi-Year Items:
  - Future Textbook Adoptions: Commit for other subject areas to be identified in future years
  - Pandemic Learning Recovery in 2022/23 and 2023/24 to support a phased-in and balanced approach
  - STRS and PERS increased employer rates:

Year	STRS Employer Rate	PERS Employer Rate	Annual Increase/Decrease to District Contribution	Annual District Contribution
2023/24	19.10%	26.68%	$2.1 million	$238.0 million
2024/25	19.10%	27.70%	$1.4 million	$239.4 million
2025/26	19.10%	28.30%	$0.9 million	$240.3 million

  - Unemployment Rate – Decreased to .005% for a savings of $2.6 million.
  - An Unrestricted General Fund contribution of $1.5 million and a $2.0 million contribution from the Health Fund to the OPEB irrevocable trust for all years
- Benefit Rates:
  - Increase the Health rate in accordance with the current employee bargaining agreements by $1,355 to $24,370 per employee. For each active eligible employee, the contribution to the Health Fund is estimated to increase by $507 in 2024/25, and an additional $728 in 2025/26, equating to $3.5 million and $4.9 million accordingly
  - Workers' Compensation Rate – Decreased to maintain a 90% liability reserve for a savings of $1.6 million

Employee Benefits

The District provides post-employment health benefits to all District employees (employed before July 1, 2005) and their dependents, with a minimum of 16 years of service who retire at a minimum of 57½ years of age. For employees hired on or after July 1, 2005, the District provides five years of post-employment medical benefits to District employees and their dependents, with a minimum of 25 years of service who retire at least 60 years of age. GASB 74 and GASB 75, are governmental accounting standards that direct how State and local governments will account for these benefits.

The District's most recent actuarial study calculated the total gross liability for post-employment benefits to be $713.8 million in September 2023 which is a decrease of $292.9 million since October 2021. The District established an irrevocable trust in 2013/14. The Trust Fund increased by $5.9 million and at the end of 2022/23 had an ending fund balance of $69.8 million. In 2023/24, the District plans to transfer $3.5 million to the OPEB irrevocable trust. At June 30, 2023, the total net OPEB liability was $644.0 million.

Included in total employee statutory benefits are the District's contributions to CalPERS and CalSTRS on behalf of employees' pensions. The employer contribution rates for CalSTRS and CalPERS began to increase in 2014/15 from rates of 8.25% and 11.44% respectively. CalSTRS rates are currently legislated to remain at 19.1% through 2026/27 and CalPERS projects rate increases through 2026/27 to 28.7%.

Fresno Unified ranks third in spending for total employee benefits per ADA when compared to the largest ten districts in the State and two of the largest local districts. The District outspends the average by $984/ADA. If the District spent at the average of those other districts of $4,952/ADA, annual savings generated equates to $65.4 million. Furthermore, the District's total benefits per ADA expense for 2022/23 increased by $727 over 2021/22.

Pension Liability

The District contributes to CalSTRS and CalPERS on behalf of employees. GASB 68 is a governmental accounting standard that directs how state and local governments will account for these pensions. GASB 68 requires all employers to recognize the long-term pension liability on their financial statements. The District has made the statutory contribution and does not make any investment decisions on the fund, as these plans are governmental controlled plans.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the resources it receives. If you have questions about this report or need additional financial information, contact the Office of the Chief Financial Officer, Office Business and Financial Services at (559) 457-6226.

BASIC FINANCIAL STATEMENTS

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF NET POSITION
June 30, 2023

	Governmental Activities
ASSETS	
Cash and cash equivalents (Note 2)	$ 1,103,167,920
Investments (Note 2)	58,367,116
Receivables	114,090,707
Prepaid expenses	5,644,963
Stores inventory	6,016,386
Non-depreciable capital assets (Note 4)	332,438,521
Depreciable capital assets, net of accumulated depreciation (Note 4)	766,660,657
Total assets	2,386,386,270
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows of resources - pensions (Notes 8 and 9)	329,388,364
Deferred outflows of resources - loss from refunding of debt	12,353,900
Deferred outflows of resources - OPEB (Note 10)	54,485,387
Total deferred outflows	396,227,651
LIABILITIES	
Accounts payable and other current liabilities	175,468,548
Unearned revenue	37,548,693
Self-insurance claims liability (Note 5)	62,317,056
Long-term liabilities (Note 6):	
Due within one year	38,594,600
Due after one year	2,425,195,614
Total liabilities	2,739,124,511
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of resources - pensions (Notes 8 and 9)	130,955,000
Deferred inflows of resources - OPEB (Note 10)	464,900,647
Total deferred inflows	595,855,647
NET POSITION	
Net investment in capital assets	395,708,280
Restricted:	
Legally restricted programs	258,516,129
Capital projects	56,290,931
Debt service	120,327,312
Self insurance	113,860,005
Unrestricted	(1,497,068,894)
Total net position	$ (552,366,237)

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2023

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenues and Changes in Net Position: Governmental Activities
Governmental activities:					
Instruction	$ 717,027,201	$ 820,073	$ 458,569,687	$ 21,361,963	$ (236,275,478)
Instruction-related services:					
Supervision of instruction	82,238,009	572,183	55,932,086	-	(25,733,740)
Instructional library and technology	15,195,824	-	11,968,631	-	(3,227,193)
School site administration	73,012,346	84,319	11,860,639	-	(61,067,388)
Pupil services:					
Home-to-school transportation	20,638,818	-	10,127,827	-	(10,510,991)
Food services	62,960,599	146,906	68,636,425	-	5,822,732
All other pupil services	117,268,464	1,281,931	44,525,359	-	(71,461,174)
General administration:					
Data processing	13,826,530	-	3,993,732	-	(9,832,798)
All other general administration	42,847,927	92,738	16,525,417	-	(26,229,772)
Plant services	147,749,062	42,179	11,861,938	-	(135,844,945)
Ancillary services	60,115,059	-	48,607,803	-	(11,507,256)
Community services	3,794,764	1,828	4,044,644	-	251,708
Enterprise activities	2,064,171	25,472	447,308	-	(1,591,391)
Interest on long-term liabilities	31,662,276	-	-	-	(31,662,276)
Other outgo	5,146,769	899,002	1,800,603	-	(2,447,164)
Depreciation (unallocated) (Note 4)	37,267,662	-	-	-	(37,267,662)
Total governmental activities	$1,432,815,481	$ 3,966,631	$ 748,902,099	$ 21,361,963	(658,584,788)
General revenues:					
Taxes and subventions:					
Taxes levied for general purposes					85,104,536
Taxes levied for debt service					62,643,956
Taxes levied for other specific purposes					1,067,104
Federal and state aid not restricted to specific purposes					893,451,320
Interest and investment earnings (loss)					(5,349,747)
Miscellaneous					15,456,181
Total general revenues					1,052,373,350
Change in net position					393,788,562
Net Position, July 1, 2022					(946,154,799)
Net position, June 30, 2023					$ (552,366,237)

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2023

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
ASSETS					
Cash and cash equivalents:					
Cash in County Treasury	$ 598,900,125	$ 191,876,956	$ 61,585,275	$ 38,117,551	$ 890,479,907
Cash in revolving fund	43,534	-	-	550	44,084
Cash on hand and in banks	34,399,869	-	-	5,234,540	39,634,409
Investments	-	-	58,367,116	-	58,367,116
Receivables	97,937,758	1,310,515	374,921	13,287,403	112,910,597
Prepaid expenditures	2,189,659	-	-	40,194	2,229,853
Due from other funds	17,479,382	6,231,045	-	67,989,365	91,699,792
Stores inventory	3,028,901	-	-	2,987,485	6,016,386
Total assets	$ 753,979,228	$ 199,418,516	$ 120,327,312	$ 127,657,088	$1,201,382,144
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 150,762,576	$ 8,999	$ -	$ 10,381,795	$ 161,153,370
Unearned revenue	31,512,482	-	-	6,036,211	37,548,693
Due to other funds	17,830,306	53,580,238	-	21,916,137	93,326,681
Total liabilities	200,105,364	53,589,237	-	38,334,143	292,028,744
Fund balances:					
Nonspendable	5,262,094	-	-	3,028,229	8,290,323
Restricted	225,484,115	145,829,279	120,327,312	86,294,716	577,935,422
Committed	178,444,897	-	-	-	178,444,897
Assigned	11,728,000	-	-	-	11,728,000
Unassigned	132,954,758	-	-	-	132,954,758
Total fund balances	553,873,864	145,829,279	120,327,312	89,322,945	909,353,400
Total liabilities and fund balances	$ 753,979,228	$ 199,418,516	$ 120,327,312	$ 127,657,088	$1,201,382,144

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
June 30, 2023

Total fund balances - Governmental Funds		$ 909,353,400
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used for governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds. The cost of the assets is $1,676,744,538 and the accumulated depreciation is $577,645,360 (Note 4).		1,099,099,178
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds. Long-term liabilities at June 30, 2023 consisted of (Note 6):		
General Obligation Bonds	$ (883,477,511)	
Unamortized premiums	(37,687,554)	
Accreted interest	(31,837,361)	
Net OPEB liability (Note 10)	(644,006,970)	
Net pension liability (Notes 8 and 9)	(862,755,000)	
Compensated absences	(4,025,818)	
		(2,463,790,214)
Internal service funds are included in the government-wide financial statements.		113,860,005
Losses on refundings of debt are categorized as deferred outflows and are amortized over the shorter life of the refunded or refunding of the debt.		12,353,900
In government funds, deferred outflows and inflows of resources relating to pensions and OPEB are not reported because they are applicable to future periods. In the statement net position, deferred outflows and inflows of resources relating to pensions are reported.		
Deferred outflows of resources - pensions (Note 8 and 9)	$ 329,388,364	
Deferred outflows of resources - OPEB (Note 10)	54,485,387	
Deferred inflows of resources - pensions (Notes 8 and 9)	(130,955,000)	
Deferred inflows of resources - OPEB (Note 10)	(464,900,647)	
		(211,981,896)
Unmatured interest on long-term liabilities is recognized in the period incurred.		(11,260,610)
Total net position - governmental activities		$ (552,366,237)

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN
FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended June 30, 2023

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
Revenues:					
Local Control Funding Formula (LCFF):					
State apportionment	$ 873,879,788	$ -	$ -	$ -	$ 873,879,788
Local sources	80,837,235	-	-	-	80,837,235
Total LCFF	954,717,023	-	-	-	954,717,023
Federal sources	270,046,404	-	-	55,882,982	325,929,386
Other state sources	399,756,490	-	404,077	70,214,912	470,375,479
Other local sources	15,933,182	-	64,279,002	8,948,412	89,160,596
Total revenues	1,640,453,099	-	64,683,079	135,046,306	1,840,182,484
Expenditures:					
Current:					
Certificated salaries	519,899,450	-	-	11,425,967	531,325,417
Classified salaries	190,895,573	-	-	24,476,898	215,372,471
Employee benefits	395,818,111	-	-	26,284,506	422,102,617
Books and supplies	109,968,616	-	-	36,266,935	146,235,551
Contract services and operating expenditures	177,508,908	1,236,565	-	20,274,342	199,019,815
Other outgo	5,146,769	-	-	-	5,146,769
Capital outlay	51,752,075	-	-	29,761,047	81,513,122
Debt service:					
Principal retirement	-	-	38,895,092	-	38,895,092
Interest	-	-	25,459,705	-	25,459,705
Total expenditures	1,450,989,502	1,236,565	64,354,797	148,489,695	1,665,070,559
Excess (deficiency) of revenues over (under) expenditures	189,463,597	(1,236,565)	328,282	(13,443,389)	175,111,925
Other financing sources (uses):					
Transfers in	5,580,450	-	-	46,725,251	52,305,701
Transfers out	(3,353,446)	(46,725,251)	-	(2,227,004)	(52,305,701)
Proceeds from the sale of bonds	-	125,000,000	-	-	125,000,000
Debt issuance premiums	-	497,250	3,826,463	-	4,323,713
Total other financing sources (uses)	2,227,004	78,771,999	3,826,463	44,498,247	129,323,713
Net change in fund balances	191,690,601	77,535,434	4,154,745	31,054,858	304,435,638
Fund balances, July 1, 2022	362,183,263	68,293,845	116,172,567	58,268,087	604,917,762
Fund balances, June 30, 2023	$ 553,873,864	$ 145,829,279	$ 120,327,312	$ 89,322,945	$ 909,353,400

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES – GOVERNMENTAL FUNDS – TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2023

Net change in fund balances - Total Governmental Funds		$ 304,435,638
Amounts reported for governmental activities in the statement of activities are different because:		
Acquisition of capital assets is an expenditure in the governmental funds, but increases capital assets in the statement of net position (Note 4).	$ 101,921,774	
Depreciation of capital assets is an expense that is not recorded in the governmental funds (Note 4).	(37,267,662)	
In the governmental funds, proceeds from the issuance of debt are recognized as Other Financing Sources. In the government-wide statements, proceeds from debt are reported as increases to liabilities. Amounts recognized in governmental funds as proceeds from debt.	(125,000,000)	
In the governmental funds, debt issued at a premium is recognized as an other financing source. In the government-wide statements debt issued at a premium is amortized as interest over the life of the debt (Note 6).	(2,383,692)	
Repayment of principal on long-term liabilities is an expenditure in the governmental funds, but decreases the long-term liabilities in the statement of net position (Note 6).	38,895,092	
Accreted interest is an expense that is not recorded in the governmental funds (Note 6).	(6,305,417)	
Interest on long-term liabilities is recognized in the period it is incurred, in governmental funds it is only recognized when it is due.	(1,112,706)	
Activities of the internal service fund are reported with governmental activities.	37,429,222	
Losses on refundings of debt are categorized as deferred outflows and are amortized over the shortened life of the refunded or refunding of the debt.	(724,469)	
In the governmental funds, OPEB is recognized when employers contributions are made. In the government-wide statements, other post-employment benefits are recognized on the accrual basis (Note 6 and 10).	42,272,873	

(Continued).

FRESNO UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES – GOVERNMENTAL FUNDS – TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2023

In the government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual -basis pension costs and actual employer contributions was (Note 8 and 9).	$ 40,587,815	
In the statement of activities, expenses related to compensated absences are measured by the amounts earned during the year. In the governmental funds, expenditures are measured by the amount of financial resources used (Note 6).	1,040,094	$ 89,352,924
Change in net position of governmental activities		$ 393,788,562

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF NET POSITION – PROPRIETARY FUND
SELF-INSURANCE FUND – GOVERNMENTAL ACTIVITIES
June 30, 2023

ASSETS	
Current assets:	
Cash and investments (Note 2):	
Cash in County Treasury	$ 173,009,420
Cash on hand and in banks	100
Receivables	1,180,110
Due from other funds (Note 3)	2,109,920
Prepaid expenditures	3,415,110
Total current assets	179,714,660
LIABILITIES	
Current liabilities:	
Accounts payable	3,054,568
Due to other funds (Note 3)	483,031
Self-insurance claims liability (Note 5)	62,317,056
Total current liabilities	65,854,655
NET POSITION	
Net position - restricted	$ 113,860,005

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF CHANGE IN NET POSITION – PROPRIETARY FUND
SELF-INSURANCE FUND – GOVERNMENTAL ACTIVITIES
For the year ended June 30, 2023

Operating revenues:	
Self insurance premiums	$ 248,018,606
Operating expenses:	
Classified salaries	1,940,181
Employee benefits	1,150,363
Books and supplies	5,842
Contract services	205,925,935
Total operating expenses	209,022,321
Operating income	38,996,285
Non-operating revenues (expense):	
Interest income	3,148,298
Net decrease in fair value of Cash in County Treasury	(2,715,361)
Contribution to California Employers' Retiree Benefit Trust (CERBT)	(2,000,000)
Total non-operating (expense) revenues	(1,567,063)
Change in net position	37,429,222
Net position, July 1, 2022	76,430,783
Net position, June 30, 2023	$ 113,860,005

See accompanying notes to financial statements.

FRESNO UNIFIED SCHOOL DISTRICT
STATEMENT OF CASH FLOWS – PROPRIETARY FUND
SELF-INSURANCE FUND – GOVERNMENTAL ACTIVITIES
For the year ended June 30, 2023

Cash flows from operating activities:	
Cash received from self-insurance premiums	$ 240,007,670
Cash received from user charges	9,724,864
Cash paid for employee benefits	(206,106,431)
Cash paid for salaries	(3,090,544)
Cash paid for other expenses	(5,842)
Net cash provided by operating activities	40,529,717
Cash flows from noncapital financing activities:	
Contribution to CERBT	(2,000,000)
Cash flows from investing activities:	
Change in Cash in County Treasury value	(2,715,361)
Interest income received	2,432,387
Net cash used in investing activities	(282,974)
Increase in cash and investments	38,246,743
Cash and investments, July 1, 2022	134,762,777
Cash and investments, June 30, 2023	$ 173,009,520
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	$ 38,996,285
Adjustments to reconcile operating income to net cash provided by operating activities:	
Increase in:	
Amount due from other funds	1,713,928
Prepaid expenditures	(478,252)
Increase (decrease) in:	
Accounts payable	(444,991)
Amount due to other funds	(2,744,711)
Unpaid claims and claim adjustment expenses	3,487,458
Total adjustments	1,533,432
Net cash provided by operating activities	$ 40,529,717

See accompanying notes to financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fresno Unified School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's California School Accounting Manual. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

Reporting Entity: The Board of Education is the level of government which has governance responsibilities over all activities related to public school education in Fresno Unified School District. The Board is not included in any other governmental "reporting entity" as defined by the Governmental Accounting Standards Board since Board members have decision-making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters.

The District receives funding from local, state and federal government sources and must comply with all the requirements of these funding source entities.

Basis of Presentation - Financial Statements: The basic financial statements include a Management's Discussion and Analysis (MD & A) section providing an analysis of the District's overall financial position and results of operations, financial statements prepared using full accrual accounting for all of the District's activities, including infrastructure, and a focus on the major funds.

Basis of Presentation - Government-Wide Financial Statements: The Statement of Net Position and the Statement of Activities displays information about the reporting government as a whole.

The Statement of Net Position and the Statement of Activities are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of Governmental Accounting Standards Board Cod. Sec. N50.118-.121.

Program revenues: Program revenues included in the Statement of Activities derive directly from the program itself or from parties outside the District's taxpayers or citizenry, as a whole; program revenues reduce the cost of the function to be financed from the District's general revenues.

Allocation of indirect expenses: The District reports all direct expenses by function in the Statement of Activities. Direct expenses are those that are clearly identifiable with a function. Depreciation expense and interest on general long-term liabilities are considered indirect expenses and are reported separately on the Statement of Activities.

Basis of Presentation - Fund Accounting: The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A - Major Funds

1 - *General Fund*:

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund, are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund.

2 - *Building Fund*:

The Building Fund is a capital project funds used to account for resources used for the acquisition of capital facilities by the District.

3 - *Bond Interest and Redemption Fund*:

The Bond Interest and Redemption Fund is a debt service fund used to account for resources used for the payment of general long-term liabilities principal, interest and related costs.

B - Other Funds

1 - *Special Revenue Funds*:

The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes. This includes the Student Activity, Adult Education, Child Development, Cafeteria, and Deferred Maintenance Funds.

2 - *Capital Project Funds*:

The Capital Project Funds are used to account for resources used for the acquisition of capital facilities by the District. This includes the Capital Facilities, County School Facilities, and Special Reserve for Capital Outlay Projects Funds.

3 - *Self Insurance Fund*:

The Self-Insurance Fund is an internal service fund which is used to account for the District's property and liability claims, workers' compensation claims, and health benefits to current and retired employees, including medical, vision, dental and long-term sick leave. Included in the Self-Insurance Fund's nonoperating activities are contributions to fund the irrevocable OPEB trust fund and interest income.

(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the basic financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

Accrual: Governmental activities in the government-wide financial statements and the proprietary and fiduciary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual: The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: By state law, the Board of Education must adopt a final budget by July 1. A public hearing is conducted to receive comments prior to adoption. The Board of Education complied with these requirements.

Receivables: Receivables are made up principally of amounts due from the State of California for the Local Control Funding Formula and categorical programs. The District has determined that no allowance for doubtful accounts was needed as of June 30, 2023.

Stores Inventory: Stores inventory in the General, Student Activity and Cafeteria Funds consists mainly of consumable supplies and instructional materials held for future use and are valued at average cost. Inventories are recorded as expenditures at the time individual inventory items are transferred from the warehouse to schools and offices.

Capital Assets: Capital assets purchased or acquired, with an original cost of $15,000 or more, or an original cost of $5,000 or more when purchased with Federal resources, are recorded at historical cost or estimated historical cost. Contributed assets are reported at acquisition value for the contributed asset. Additions, improvements and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Capital assets are depreciated using the straight-line method over 2 - 50 years depending on asset types.

Interfund Activity: Interfund activity is reported as either loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Outflows/Inflows of Resources: In addition to assets, the Statement of Net Position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s), and as such will not be recognized as an outflow of resources (expense/expenditures) until then. The District has recognized a deferred loss on refunding reported, which is in the statement of net position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shortened life of the refunded or refunding debt. Additionally, the District has recognized deferred outflows of resources related to the recognition of the pension and OPEB liabilities reported, which are in the Statement of Net Position.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and as such, will not be recognized as an inflow of resources (revenue) until that time. The District has recognized deferred inflows of resources related to the recognition of the pension and OPEB liabilities reported, which are in the Statement of Net Position.

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the State Teachers' Retirement Plan (STRP) and Public Employers Retirement Fund B (PERF B) and additions to/deductions from STRP's and PERF B's fiduciary net position have been determined on the same basis as they are reported by STRP an PERF B. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

Certain investments are reported at fair value. The following is a summary of pension amounts in the aggregate:

	STRP	PERF B	Total
Deferred outflows of resources	$ 211,879,042	$ 117,509,322	$ 329,388,364
Deferred inflows of resources	$ 122,455,000	$ 8,500,000	$ 130,955,000
Net pension liability	$ 521,129,000	$ 341,626,000	$ 862,755,000
Pension expense	$ 84,650,991	$ 48,851,522	$ 133,502,513

Compensated Absences: Compensated absences benefits are recorded as a liability of the District. The liability of $4,025,818 is for the earned but unused benefits.

Accumulated Sick Leave: Sick leave benefits are accumulated for each employee. The employees do not gain a vested right to accumulated sick leave. Accumulated employee sick leave benefits are not recognized as liabilities of the District since cash payment of such benefits is not probable. Therefore, sick leave benefits are recorded as expenditures in the period that sick leave is taken.

Unearned Revenue: Revenue from federal, state, and local special projects and programs is recognized when qualified expenditures have been incurred. Funds received but not earned are recorded as unearned revenue until earned.

(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Position: Net position is displayed in three components:

1. *Net Investment in Capital Assets* – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent bond proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
2. *Restricted Net Position* - Restrictions of the ending net position indicate the portions of net position not appropriable for expenditure or amounts legally segregated for a specific future use. The restriction for legally restricted programs represents the portion of net position restricted to specific program expenditures. The restriction for debt service represents the portion of net position available for the retirement of debt. The restriction for capital projects represents the portion of net position restricted for capital projects. The restriction for self-insurance represents the portion of net position restricted for the District's property and liability claims, workers' compensation claims and health benefits to current and retired employees. It is the District's policy to use restricted net position first when allowable expenditures are incurred.
3. *Unrestricted Net Position* – All other net position that do not meet the definitions of "restricted" or "net investment in capital assets".

Fund Balance Classifications: Governmental Accounting Standards Board Codification Sections 1300 and 1800, Fund Balance Reporting and Governmental Fund Type Definitions (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications, discussed in more detail below, are nonspendable, restricted, committed, assigned and unassigned.

A - Nonspendable Fund Balance:

The nonspendable fund balance classification reflects amounts that are not in spendable form, such as revolving fund cash, prepaid expenditures and stores inventory.

B - Restricted Fund Balance:

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. These are the same restrictions used to determine restricted net position as reported in the government-wide and proprietary fund statements.

C - Committed Fund Balance:

The committed fund balance classification reflects amounts subject to internal constraints self-imposed by formal action of the Board of Education. The constraints giving rise to committed fund balance must be imposed no later than the end of the reporting period. The actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements. Formal action by the Board of Education is required to remove any commitment from any fund balance.

D - Assigned Fund Balance:

The assigned fund balance classification reflects amounts that the District's Board of Education has approved to be used for specific purposes, based on the District's intent related to those specific purposes. The Board of Education can designate personnel within the District to assign fund balances. At June 30, 2023, the District had assigned a portion of the fund balance for the General Fund.

(Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E - Unassigned Fund Balance:

In the General Fund only, the unassigned fund balance classification reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes.

In any fund other than the General Fund, a positive unassigned fund balance is never reported because amounts in any other fund are assumed to have been assigned, at least, to the purpose of that fund. However, deficits in any fund, including the General Fund that cannot be eliminated by reducing or eliminating amounts assigned to other purposes are reported as negative unassigned fund balance.

Fund Balance Policy: The District has an expenditure policy relating to fund balances. For purposes of fund balance classifications, expenditures are to be spent from restricted fund balances first, followed in order by committed fund balances (if any), assigned fund balances and lastly unassigned fund balances.

While GASB Cod. Sec. 1300 and 1800 do not require districts to establish a minimum fund balance policy or a stabilization arrangement, GASB Cod. Sec. 1300 and 1800 do require the disclosure of a minimum fund balance policy and stabilization arrangements if they have been adopted by the Board of Education. On July 30, 2008, the Board approved Board Policy 3100 establishing levels for the general fund reserve for economic uncertainties of five percent to ten percent of total expenditures.

Property Taxes: Secured property taxes are attached as an enforceable lien on property as of January 1. Taxes are due in two installments on or before December 10 and April 10. Unsecured property taxes are due in one installment on or before August 31. The County of Fresno bills and collects taxes for the District. Tax revenues are recognized by the District when received.

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated at June 30.

Eliminations and Reclassifications: In the process of aggregating data for the Statement of Net Position and the Statement of Activities, some amounts reported as interfund activity and balances in the funds were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities within the governmental activities column.

Estimates: The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures or expenses during the reporting period. Accordingly, actual results may differ from those estimates.

New Accounting Pronouncements: In May 2020, the GASB issued GASB Statement No. 96, Subscription-Based Information Technology Arrangements. GASB Statement No. 96 defines a subscription-based information technology arrangement and requires the recognition of a right to use subscription asset and corresponding subscription liability. This statement was effective for fiscal years beginning after June 15, 2022. There was no impact to the District's July 1, 2022 net position as a result of the implementation of GASB Statement No. 96.

(Continued)

NOTE 2 - CASH AND INVESTMENTS

District cash and investments at June 30, 2023 consisted of the following:

	Governmental Activities		
	Governmental Funds	Proprietary Fund	Total
Pooled Funds:			
Cash in County Treasury	$ 890,479,907	$ 173,009,420	$1,063,489,327
Deposits:			
Cash on hand and in banks	39,634,409	100	39,634,509
Cash in revolving fund	44,084	-	44,084
Total deposits	39,678,493	100	39,678,593
Investments	58,367,116	-	58,367,116
Total cash and investments	$ 988,525,516	$ 173,009,520	$ 1,161,535,036

Pooled Funds: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest-bearing Fresno County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the Fresno County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2023, the Fresno County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Deposits - Custodial Credit Risk: The District limits custodial credit risk by ensuring uninsured balances are collateralized by the respective financial institution. Cash balances held in banks are insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC) and are collateralized by the respective financial institution. At June 30, 2023, the carrying amount of the District's accounts was $39,196,229 and the bank balances were $32,492,199. The total uninsured bank balance at June 30, 2023 was $31,480,121.

Cash balances held in credit unions are insured by the National Credit Union Association. At June 30, 2023, the carrying amount of the District's accounts was $482,364 and the credit union balances were $482,717. The total uninsured credit union balance at June 30, 2023 was $232,717.

(Continued)

NOTE 2 - CASH AND INVESTMENTS (Continued)

Investments: In October 2016, the District issued crossover refunding bonds and the bond proceeds were deposited into an irrevocable escrow fund to be funded, invested and held. Amounts held in the escrow fund will be applied to (a) pay respective interest due on the 2016 Refunding Bonds to and including the crossover dates, and (b) on the crossover date, pay the redemption price of the refunded prior bonds. The amounts Investments at June 30, 2023 are reported at fair value and consisted of the following:

	Rating	2023
Investments:		
U.S. Treasury Notes	Aaa	$ 58,365,266
Money Market account	N/A	1,850
Total investments		$ 58,367,116

Investment security ratings reported as of June 30, 2023 are defined by Moody's.

The following presents information about the District's assets measured at fair value on a recurring basis as of June 30, 2023, and indicates the fair value hierarchy of the valuation techniques utilized by the District to determine such fair value based on the hierarchy:

Level 1 – Quoted market prices or identical instruments traded in active exchange markets.

Level 2 – Significant other observable inputs such as quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable or can be corroborated by observable market data.

Level 3 – Significant unobservable inputs that reflect a reporting entity's own assumptions about the methods that market participants would use in pricing an asset or liability.

The District is required or permitted to record the following assets at fair value on a recurring basis:

	2023			
Description	Fair Value	Level 1	Level 2	Level 3
U.S. Treasury Notes	$ 58,365,266	$ -	$ 58,365,266	$ -
Money Market account	1,850	-	1,850	-
	$ 58,367,116	$ -	$ 58,367,116	$ -

(Continued)

NOTE 2 - CASH AND INVESTMENTS (Continued)

The District's investments are generally classified in Level 2 of the fair value hierarchy because they are valued using broker or dealer quotations, or alternative pricing sources with reasonable level of price transparency. The types of investments valued based on observable inputs includes U.S. Treasury Notes and Foreign Issues are classified within level 2 of the fair value hierarchy.

The District had no non-recurring assets and no liabilities at June 30, 2023 which were required to be disclosed using the fair value hierarchy.

Investment Interest Rate Risk: The District's investment policy does not limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Maturities of investments held at June 30, 2023 consist of the following:

		Maturity		
	Fair Value	Less Than One Year	One Year through Five Years	Six Years through Ten Years
Investments securities:				
U.S. Treasury Notes	$ 58,365,266	$ 58,365,266	$ -	$ -
Money Market account	1,850	1,850	-	-
Total	$ 58,367,116	$ 58,367,116	$ -	$ -

Investment Credit Risk: The District's investment policy limits investment choices to obligations of the United States Treasury, sweep accounts and trustee banks and guaranteed investment contracts. At June 30, 2023, all investments represented U.S. Treasury Notes and Foreign Issue Notes which were issued, registered and held by the Escrow Agent.

Concentration of Investment Credit Risk: At June 30, 2023, the District had $58,365,266 in U.S. Treasury Notes which represented more than five percent of the District's total investments.

(Continued)

NOTE 3 - INTERFUND TRANSACTIONS

Interfund Activity: Transactions between funds of the District are recorded as interfund transfers. The unpaid balances at year end, as a result of such transactions, are shown as due to and due from other funds.

Interfund Receivables/Payables: Individual fund interfund receivable and payable balances at June 30, 2023 were as follows:

	Interfund Receivables	Interfund Payables
Governmental Activities		
Major Funds:		
General	$ 17,479,382	$ 17,830,306
Building	6,231,045	53,580,238
Non-Major Funds:		
Student Activities	183	184,153
Adult Education	50,316	1,904,754
Child Development	5,625,062	11,858,232
Cafeteria	7,671,941	7,774,486
Deferred Maintenance	-	49,046
Capital Facilities	-	145,466
County School Facilities	52,641,774	-
Special Reserve for Capital Outlay Projects	2,000,089	-
Proprietary Fund:		
Self-Insurance	2,109,920	483,031
Total	$ 93,809,712	$ 93,809,712

(Continued)

NOTE 3 - INTERFUND TRANSACTIONS (Continued)

Transfers: Transfers consists of operating transfers from funds receiving revenue to funds through which the resources are to be expended.

Transfers for the 2022-23 fiscal year were as follows:

Transfer from the Building Fund to the County School Facilities Fund to contribute for the local share by project.	$	43,371,805
Transfer from the General Fund to the Deferred Maintenance Fund for the State Deferred Allocation, as received in the General Fund.		3,353,446
Transfer from the Building Fund to the General Fund to contribute to Routine Restricted Maintenance.		3,353,446
Transfer from the Cafeteria Fund to the General Fund for indirect costs.		1,137,745
Transfer from the Child Development Fund to the General Fund for indirect costs.		827,512
Transfer from the Adult Education Fund to the General Fund for indirect costs.		195,637
Transfer from the Capital Facilities Fund to the General Fund for indirect costs.		66,110
	$	52,305,701

(Continued)

NOTE 4 - CAPITAL ASSETS

A schedule of changes in capital assets for the year ended June 30, 2023 is shown below:

	Balance July 1, 2022	Transfers and Additions	Transfers and Deletions	Balance June 30, 2023
Governmental Activities				
Non-depreciable:				
Land	$ 66,411,797	$ -	$ -	$ 66,411,797
Work-in-process	223,076,943	93,464,961	50,515,180	266,026,724
Depreciable:				
Land improvements	119,617,401	14,806,757	-	134,424,158
Buildings	1,121,888,371	35,708,423	770,094	1,156,826,700
Equipment	44,598,346	8,456,813	-	53,055,159
Totals, at cost	1,575,592,858	152,436,954	51,285,274	1,676,744,538
Less accumulated depreciation:				
Land improvements	(63,008,895)	(5,648,618)	-	(68,657,513)
Buildings	(444,814,799)	(28,997,498)	(770,094)	(473,042,203)
Equipment	(33,324,098)	(2,621,546)	-	(35,945,644)
Total accumulated depreciation	(541,147,792)	(37,267,662)	(770,094)	(577,645,360)
Governmental activities capital assets, net	$ 1,034,445,066	$ 115,169,292	$ 50,515,180	$ 1,099,099,178

Depreciation expense was charged to governmental activities for the year end June 30, 2023 as follows:

Governmental activities:	
Unallocated	$ 37,267,662

(Continued)

NOTE 5 - SELF-INSURANCE

The District has established a self-insurance fund to account for the risk of loss for property and liability, workers' compensation, and employee health benefits. For the year ended June 30, 2023, the District was self-insured up to $2,000,000 for each workers' compensation claim, $250,000 for each property claim, and $1,000,000 for each liability claim. The District purchased commercial excess insurance for claims above the self-insured retention.

The property and liability claims liability of $5,167,664 is based on an actuarial projected estimate at June 30, 2023, discounted at .25%. The workers' compensation claims liability of $32,097,871 is based on an actuarial projected estimate at June 30, 2023, discounted at 3.5%. The health claims liability of $25,051,521 is based on an actuarial projected estimate at June 30, 2023, discounted at 3.0% - 6.0%. The liability for all programs includes a component for unallocated loss adjustment expenses. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years. Changes in the claims liability for the years ended June 30, 2023 and 2022 were as follows:

	Property and Liability	Workers' Compen-sation	Health	Total
Claims liability at June 30, 2021	$ 3,143,815	$ 31,001,698	$ 21,888,321	$ 56,033,834
Incurred claims	5,259,210	8,348,030	183,750,812	197,358,052
Paid claims	(5,102,019)	(7,048,456)	(182,411,813)	(194,562,288)
Claims liability at June 30, 2022	3,301,006	32,301,272	23,227,320	58,829,598
Incurred claims	9,052,047	8,480,768	189,425,422	206,958,237
Paid claims	(7,185,389)	(8,684,169)	(187,601,221)	(203,470,779)
Claims liability at June 30, 2023	$ 5,167,664	$ 32,097,871	$ 25,051,521	$ 62,317,056

(Continued)

NOTE 6 - LONG-TERM LIABILITIES

General Obligation Bonds

Series	Interest Rate %	Date of Issuance	Maturity Date	Original Issuance	Outstanding July 1, 2022	Issued Current Year	Redeemed Current Year	Outstanding June 30, 2023
1999 Series C	4.5 - 5.125%	1999	2023	$ 40,640,000	$ 820,000	$ -	$ 820,000	$ -
2002 Series A	2.25 - 6.0%	2002	2027	65,485,000	18,330,000	-	4,880,000	13,450,000
2004 GO Refunding 1995 Series B	1.70 - 5.25%	2004	2028	58,040,000	16,895,000	-	3,425,000	13,470,000
2001 Series F	5.48%	2009	2026	29,429,022	10,429,219	-	2,400,086	8,029,133
2010 GO Refunding	2.0 - 4.0%	2010	2023	12,040,000	1,065,000	-	1,065,000	-
2001 Measure K Series G	5.39 - 11.814%	2011	2023	55,570,915	275,006	-	275,006	-
2012 GO Refunding Series A	1.0 - 4.5%	2012	2023	39,895,000	1,775,000	-	1,775,000	-
2010 Measure Q Series C	2% - 5.5%	2012	2047	54,997,540	45,105,385	-	-	45,105,385
2015 GO Refunding	2.0% - 5.0%	2015	2031	14,555,000	10,450,000	-	735,000	9,715,000
2010 Series E Current Interest	2.0% - 5.0%	2015	2041	49,565,000	14,825,000	-	-	14,825,000
2010 Series E Capital Appreciation	2.0% - 5.0%	2015	2028	5,433,095	2,799,706	-	-	2,799,706
2016 GO Refunding Series A	3.13% - 3.6%	2016	2042	60,480,000	60,480,000	-	-	60,480,000
2010 Measure Q Series F	2.0% - 4.0%	2016	2042	30,010,000	25,890,000	-	-	25,890,000
2016 GO Refunding Series B	4.0% - 5.0%	2016	2047	59,590,988	59,590,988	-	-	59,590,988
2016 Series A Current Interest	2.0% - 5.0%	2018	2044	38,500,000	12,820,000	-	-	12,820,000
2016 Series A Capital Appreciation	2.0% - 5.0%	2018	2032	21,496,623	9,899,294	-	-	9,899,294
2019 GO Refunding	2.317 - 3.756%	2019	2042	103,738,005	103,738,005	-	-	103,738,005
2016 Measure X Series B	3.0 - 4.0%	2019	2044	75,000,000	53,840,000	-	-	53,840,000
2016 Measure X Series C	2.5 - 4.0%	2021	2044	45,000,000	36,295,000	-	-	36,295,000
2016 Measure X Series D	2.0 - 3.0%	2021	2037	45,000,000	45,000,000	-	3,380,000	41,620,000
2020 Measure M Series A	3.0 - 4.0%	2021	2056	80,000,000	74,775,000	-	9,035,000	65,740,000
2020 GO Refunding	0.237 - 3.013%	2021	2048	92,615,000	91,625,000	-	415,000	91,210,000
2022 GO Refunding Series A	4.0%	2022	2030	30,290,000	30,290,000	-	4,390,000	25,900,000
2022 GO Refunding Series B	0.538 - 3.197%	2022	2046	70,360,000	70,360,000	-	655,000	69,705,000
2020 Measure M Series B	3.48 - 5.00%	2023	2056	125,000,000	-	125,000,000	5,645,000	119,355,000
				$ 1,302,731,188	$ 797,372,603	$ 125,000,000	$ 38,895,092	$ 883,477,511

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2002, Series A, General Obligation Bonds outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 5,180,000	$ 794,400	$ 5,974,400
2025	5,500,000	483,000	5,983,000
2026	2,550,000	152,400	2,702,400
2027	220,000	6,600	226,600
	$ 13,450,000	$ 1,436,400	$ 14,886,400

The annual payments required to amortize the 2004 Refunding, Series 95B, General Obligation Bonds outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 3,585,000	$ 699,301	$ 4,284,301
2025	3,815,000	510,037	4,325,037
2026	3,985,000	309,487	4,294,487
2027	1,925,000	99,224	2,024,224
2028	160,000	4,200	164,200
	$ 13,470,000	$ 1,622,249	$ 15,092,249

In December 2009, the District issued Qualified School Construction Bonds (QSCB) through the Central Valley Support Services Joint Powers Agency (CVSS) with proceeds of $41,397,820. Also in December 2009, the District issued 2001, Series F, General Obligation Bonds with proceeds of $29,429,022. The proceeds from Series F were sold to CVSS for the purpose of completing the District's obligation to repay the outstanding QSCB balance. The District incurred $720,142 in expenses related to the cost of issuance of the QSCB and Series F. The remaining proceeds from the QSCB totaling $11,248,656 was deposited in the District Building Fund for use on District construction projects approved under Measure K.

Year Ending June 30,	Principal	Interest	Total
2024	$ 2,530,083	$ 370,807	$ 2,900,890
2025	2,667,218	228,350	2,895,568
2026	2,831,832	77,621	2,909,453
	$ 8,029,133	$ 676,778	$ 8,705,911

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2010 Measure Q, Series C, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 1,707,200	$ 1,707,200
2025	-	1,707,200	1,707,200
2026	-	1,707,200	1,707,200
2027	-	1,707,200	1,707,200
2028	-	1,707,200	1,707,200
2029-2033	2,387,475	13,443,525	15,831,000
2034-2038	3,724,528	20,126,471	23,850,999
2039-2043	4,433,193	31,958,423	36,391,616
2044-2047	34,560,189	29,478,663	64,038,852
	$ 45,105,385	$ 103,543,082	$ 148,648,467

The annual payments required to amortize the 2015 Refunding General Obligation Bonds, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 765,000	$ 293,544	$ 1,058,544
2025	2,370,000	255,313	2,625,313
2026	765,000	210,388	975,388
2027	650,000	185,338	835,338
2028	80,000	174,338	254,338
2029-2031	5,085,000	234,769	5,319,769
	$ 9,715,000	$ 1,353,690	$ 11,068,690

The annual payments required to amortize the 2010 Series E, Current Interest General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 578,306	$ 578,306
2025	-	578,306	578,306
2026	-	578,306	578,306
2027	-	578,306	578,306
2028	-	578,306	578,306
2029-2033	1,010,000	2,873,225	3,883,225
2034-2038	6,865,000	2,107,097	8,972,097
2039-2041	6,950,000	473,400	7,423,400
	$ 14,825,000	$ 8,345,252	$ 23,170,252

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2010 Series E, Capital Appreciation General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2025	$ 675,063	$ 219,937	$ 895,000
2026	662,569	267,431	930,000
2027	732,894	357,106	1,090,000
2028	729,180	420,820	1,150,000
	$ 2,799,706	$ 1,265,294	$ 4,065,000

The annual payments required to amortize the 2016 Refunding General Obligation Bonds, Series A, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 2,475,850	$ 2,475,850
2025	-	2,475,850	2,475,850
2026	-	2,475,850	2,475,850
2027	-	2,475,850	2,475,850
2028	-	2,475,850	2,475,850
2029-2033	9,075,000	11,754,175	20,829,175
2034-2038	23,375,000	8,124,900	31,499,900
2039-2042	28,030,000	2,361,000	30,391,000
	$ 60,480,000	$ 34,619,325	$ 95,099,325

The annual payments required to amortize the 2010 Election of 2010, Series F, outstanding as of June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 840,050	$ 840,050
2025	-	840,050	840,050
2026	-	840,050	840,050
2027	-	840,050	840,050
2028	-	840,050	840,050
2029-2033	4,940,000	3,946,300	8,886,300
2034-2038	10,020,000	2,463,925	12,483,925
2039-2042	10,930,000	696,750	11,626,750
	$ 25,890,000	$ 11,307,225	$ 37,197,225

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

In October 2016, the District issued the 2016 Refunding General Obligation Bonds, Series B in the amount of $59,590,988. Proceeds from the Crossover Refunding will be applied for the purpose of advance refunding, on a crossover basis, certain maturities of the District's Election of 2010, Series C General Obligation Bonds. At the crossover date, August 1, 2023, the proceeds from the Series B Refunding General Obligation Bonds will be used to repay the refunded maturities, at which time they will be considered defeased.

The annual payments required to amortize the 2016 Refunding General Obligation Bonds, Series B, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 1,649,600	$ 1,649,600
2025	-	1,649,600	1,649,600
2026	-	1,649,600	1,649,600
2027	-	1,649,600	1,649,600
2028	-	1,649,600	1,649,600
2029-2033	1,580,083	9,207,917	10,788,000
2034-2038	3,853,511	11,784,489	15,638,000
2039-2043	8,294,265	19,863,735	28,158,000
2044-2047	45,863,129	11,620,271	57,483,400
	$ 59,590,988	$ 60,724,412	$ 120,315,400

The annual payments required to amortize the 2016 Series A, Current Interest General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 512,800	$ 512,800
2025	-	512,800	512,800
2026	-	512,800	512,800
2027	-	512,800	512,800
2028	-	512,800	512,800
2029-2033	-	2,564,000	2,564,000
2034-2038	-	2,564,000	2,564,000
2039-2043	6,170,000	2,440,600	8,610,600
2044	6,650,000	133,000	6,783,000
	$ 12,820,000	$ 10,265,600	$ 23,085,600

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2016 Series A, Capital Appreciation General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

The annual payments required to amortize the 2019 General Obligation Refunding Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 599,980	$ 55,020	$ 655,000
2025	802,445	102,555	905,000
2026	1,034,613	170,387	1,205,000
2027	3,260,694	664,306	3,925,000
2028	4,364,112	1,080,887	5,444,999
2029-2033	30,171,797	13,291,367	43,463,164
2034-2038	35,687,591	27,667,645	63,355,236
2039-2042	27,816,773	31,452,738	59,269,511
	$ 103,738,005	$ 74,484,905	$ 178,222,910

The annual payments required to amortize the 2016 Series B General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 1,959,350	$ 1,959,350
2025	-	1,959,350	1,959,350
2026	-	1,959,350	1,959,350
2027	-	1,959,350	1,959,350
2028	1,475,000	1,929,850	3,404,850
2029-2033	9,885,000	8,584,650	18,469,650
2034-2038	15,030,000	6,115,350	21,145,350
2039-2043	22,190,000	2,618,175	24,808,175
2044	5,260,000	78,900	5,338,900
	$ 53,840,000	$ 27,164,325	$ 81,004,325

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2016 Series C General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 1,172,000	$ 1,172,000
2025	-	1,172,000	1,172,000
2026	-	1,172,000	1,172,000
2027	1,775,000	1,136,500	2,911,500
2028	1,005,000	1,080,900	2,085,900
2029-2033	6,615,000	4,688,100	11,303,100
2034-2038	9,840,000	3,144,450	12,984,450
2039-2043	13,885,000	1,364,238	15,249,238
2044	3,175,000	39,688	3,214,688
	$ 36,295,000	$ 14,969,876	$ 51,264,876

The annual payments required to amortize the 2016 Series D General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 5,130,000	$ 956,850	$ 6,086,850
2025	3,435,000	854,250	4,289,250
2026	2,810,000	785,550	3,595,550
2027	3,530,000	729,350	4,259,350
2028	2,075,000	658,750	2,733,750
2029-2033	12,195,000	2,624,450	14,819,450
2034-2037	12,445,000	960,450	13,405,450
	$ 41,620,000	$ 7,569,650	$ 49,189,650

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2020 Series A General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 1,800,000	$ 2,130,175	$ 3,930,175
2025	-	2,094,175	2,094,175
2026	-	2,094,175	2,094,175
2027	-	2,094,175	2,094,175
2028	-	2,094,175	2,094,175
2029-2033	1,765,000	10,372,975	12,137,975
2034-2038	5,235,000	9,645,375	14,880,375
2039-2043	8,945,000	8,244,775	17,189,775
2044-2048	13,825,000	6,084,697	19,909,697
2049-2053	19,325,000	3,739,016	23,064,016
2054-2056	14,845,000	686,025	15,531,025
	$ 65,740,000	$ 49,279,738	$ 115,019,738

The annual payments required to amortize the 2020 Refunding General Obligation Bonds payable, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 3,775,000	$ 2,147,794	$ 5,922,794
2025	2,215,000	2,131,111	4,346,111
2026	3,875,000	2,106,311	5,981,311
2027	3,890,000	2,066,873	5,956,873
2028	3,925,000	2,017,739	5,942,739
2029-2033	11,185,000	9,458,168	20,643,168
2034-2038	11,750,000	8,331,724	20,081,724
2039-2043	14,075,000	6,516,401	20,591,401
2044-2048	36,520,000	3,886,619	40,406,619
	$ 91,210,000	$ 38,662,740	$ 129,872,740

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

The annual payments required to amortize the 2021 Refunding General Obligation Bonds, Series A, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 2,840,000	$ 979,200	$ 3,819,200
2025	2,870,000	865,000	3,735,000
2026	3,370,000	740,200	4,110,200
2027	3,645,000	599,900	4,244,900
2028	4,165,000	443,700	4,608,700
2029-2030	9,010,000	363,400	9,373,400
	$ 25,900,000	$ 3,991,400	$ 29,891,400

The annual payments required to amortize the 2021 Refunding General Obligation Bonds, Series B, outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ -	$ 2,124,845	$ 2,124,845
2025	-	2,124,845	2,124,845
2026	-	2,124,845	2,124,845
2027	-	2,124,845	2,124,845
2028	-	2,124,845	2,124,845
2029-2033	6,760,000	10,325,397	17,085,397
2034-2038	19,635,000	8,503,357	28,138,357
2039-2043	28,175,000	4,813,483	32,988,483
2044-2046	15,135,000	744,821	15,879,821
	$ 69,705,000	$ 35,011,283	$ 104,716,283

(Continued)

NOTE 6 - LONG-TERM LIABILITIES (Continued)

In August 2022, the District issued Election of 2020, Series B General Obligation Bonds (2020 Series B Bonds), totaling $125,000,000. The 2020 Series B Bonds were issued to finance the repair, upgrade, acquisition, construction and/or reequipping of various District properties.

The annual payments required to amortize the 2020 Series B Bonds outstanding as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 10,475,000	$ 5,061,525	$ 15,536,525
2025	8,520,000	4,586,650	13,106,650
2026	-	4,373,650	4,373,650
2027	-	4,373,650	4,373,650
2028	-	4,373,650	4,373,650
2029-2033	1,065,000	21,819,125	22,884,125
2034-2038	6,055,000	20,952,625	27,007,625
2039-2043	12,495,000	18,677,625	31,172,625
2044-2048	21,470,000	14,516,550	35,986,550
2049-2053	32,880,000	8,768,400	41,648,400
2054-2056	26,395,000	1,633,300	28,028,300
	$ 119,355,000	$ 109,136,750	$ 228,491,750

Schedule of Changes in Long-Term Liabilities: A schedule of changes in long-term liabilities for the fiscal year ended June 30, 2023 is shown below:

Governmental Activities	Balance at July 1, 2022	Additions	Deletions	Balance at June 30, 2023	Amounts Due Within One Year
Debt:					
General Obligation Bonds	$ 797,372,603	$ 125,000,000	$ 38,895,092	$ 883,477,511	$ 36,680,063
Unamortized premiums	35,303,862	4,323,713	1,940,021	37,687,554	1,859,517
Accreted interest	25,531,944	6,980,411	674,994	31,837,361	55,020
Other long-term liabilities:					
Net OPEB liability (Note 10)	987,304,445	-	343,297,475	644,006,970	-
Net pension liability (Notes 8 and 9)	492,432,000	370,323,000	-	862,755,000	-
Compensated absences	5,065,912	-	1,040,094	4,025,818	-
Totals	$2,343,010,766	$ 506,627,124	$ 385,847,676	$ 2,463,790,214	$ 38,594,600

Payments on the General Obligation Bonds are made from the Bond Interest Redemption Fund. Payments for compensated absences, net OPEB liability, and net pension liability are made from the fund for which the related employee worked.

(Continued)

NOTE 7 - FUND BALANCES

Fund balances, by category, at June 30, 2023 consisted of the following:

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total
Nonspendable:					
Revolving cash fund	$ 43,534	$ -	$ -	$ 550	$ 44,084
Prepaid expenditures	2,189,659	-	-	40,194	2,229,853
Stores inventory	3,028,901	-	-	2,987,485	6,016,386
Subtotal nonspendable	5,262,094	-	-	3,028,229	8,290,323
Restricted:					
Legally restricted:					
Grants	225,484,115	-	-	-	225,484,115
Student activities	-	-	-	2,523,773	2,523,773
Adult ed programs	-	-	-	1,403,339	1,403,339
Child development	-	-	-	713,448	713,448
Cafeteria operations	-	-	-	25,363,225	25,363,225
Capital projects	-	145,829,279	-	56,290,931	202,120,210
Debt service	-	-	120,327,312	-	120,327,312
Subtotal restricted	225,484,115	145,829,279	120,327,312	86,294,716	577,935,422
Committed:					
Pandemic learning recovery	122,400,000	-	-	-	122,400,000
Textbook Adoption	31,500,000	-	-	-	31,500,000
Supplemental and concentration carryover	24,544,897	-	-	-	24,544,897
Subtotal assigned	178,444,897	-	-	-	178,444,897
Assigned:					
Education center and 2011 Fulton St remodels	5,000,000	-	-	-	5,000,000
School site carryover	1,023,000	-	-	-	1,023,000
Design Science facility	3,400,000	-	-	-	3,400,000
Financial softw are upgrade	1,100,000	-	-	-	1,100,000
Restroom renovation	1,205,000	-	-	-	1,205,000
Subtotal assigned	11,728,000	-	-	-	11,728,000
Unassigned:					
Designated for economic uncertainty	132,954,758	-	-	-	132,954,758
Total fund balances	$ 553,873,864	$ 145,829,279	$ 120,327,312	$ 89,322,945	$ 909,353,400

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN

General Information about the State Teachers' Retirement Plan

Plan Description: Teaching-certified employees of the District are provided with pensions through the State Teachers' Retirement Plan (STRP) – a cost-sharing multiple-employer defined benefit pension plan administered by the California State Teachers' Retirement System (CalSTRS). The Teachers' Retirement Law (California Education Code Section 22000 et seq.), as enacted and amended by the California Legislature, established this plan and CalSTRS as the administrator. The benefit terms of the plans may be amended through legislation. CalSTRS issues a publicly available financial report that can be obtained at http://www.calstrs.com/comprehensive-annual-financial-report.

Benefits Provided: The STRP Defined Benefit Program has two benefit formulas:

- CalSTRS 2% at 60: Members first hired on or before December 31, 2012, to perform service that could be creditable to CalSTRS.
- CalSTRS 2% at 62: Members first hired on or after January 1, 2013, to perform service that could be creditable to CalSTRS.

The Defined Benefit (DB) Program provides retirement benefits based on members' final compensation, age and years of service credit. In addition, the retirement program provides benefits to members upon disability and to survivors/beneficiaries upon the death of eligible members. There are several differences between the two benefit formulas which are noted below.

CalSTRS 2% at 60

CalSTRS 2% at 60 members are eligible for normal retirement at age 60, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. Early retirement options are available at age 55 with five years of credited service or as early as age 50 with 30 years of credited service. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor, up to the 2.4 percent maximum.

CalSTRS calculates retirement benefits based on a one-year final compensation for members who retired on or after January 1, 2001, with 25 or more years of credited service, or for classroom teachers with less than 25 years of credited service if the employer elected to pay the additional benefit cost prior to January 1, 2014. One-year final compensation means a member's highest average annual compensation earnable for 12 consecutive months calculated by taking the creditable compensation that a member could earn in a school year while employed on a fulltime basis, for a position in which the person worked. For members with less than 25 years of credited service, final compensation is the highest average annual compensation earnable for any 36 consecutive months of credited service.

CalSTRS 2% at 62

CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirement after age 62 increases with each quarter year of age to 2.4 percent at age 65 or older.

All CalSTRS 2% at 62 members have their final compensation based on their highest average annual compensation earnable for 36 consecutive months of credited service.

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Contributions: Required member, employer and state contribution rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. Current contribution rates were established by California Assembly Bill 1469 (CalSTRS Funding Plan), which was passed into law in June 2014, and various subsequent legislation.

The CalSTRS Funding Plan established a schedule of contribution rate increases shared among members, employers, and the State of California to bring CalSTRS toward full funding by fiscal year 2046. California Senate Bill 90 and California Assembly Bill 84 (collectively the “Special Legislation”) were signed into law in June 2019 and June 2020, respectively, and provided supplemental contributions to the DB Program along with supplemental contribution rate relief to employers through fiscal year 2021–22.

A summary of statutory contribution rates and other sources of contributions to the DB Program pursuant to the CalSTRS Funding Plan, SB 90 and AB 84, are as follows:

Members - Under CalSTRS 2% at 60, the member contribution rate was 10.250 percent of applicable member earnings for fiscal year 2021-22. Under CalSTRS 2% at 62, members contribute 50 percent of the normal cost of their retirement plan, which resulted in a contribution rate of 10.205 percent of applicable member earnings for fiscal year 2021-22.

Under CalSTRS 2% at 62,pay 9% toward the normal cost and an additional 1.205 percent as per the CalSTRS Funding Plan for a total member contribution rate of 10.205 percent. The contribution rate for CalSTRS 2% at 62 members is adjusted if the normal cost increases or decreases by more than 1% since the last time the member contribution rate was set. Based on the June 30, 2021, valuation adopted by the CalSTRS board in May 2022, the increase in normal cost was less than 1 percent. Therefore, the contribution rate for CalSTRS 2% at 62 members did not change effective July 1, 2022.

Employers – Employers are required to contribute a base contribution rate set in statute at 8.25%. Pursuant to the CalSTRS Funding Plan, employers also have a supplemental contribution rate to eliminate their share of the CalSTRS unfunded actuarial obligation by 2046.

Beginning in fiscal year 2021–22, the CalSTRS Funding Plan authorized the CalSTRS board to adjust the employer supplemental contribution rate up or down by a maximum of 1% for a total rate of no higher than 20.25% and no lower than 8.25%. In May 2022, the CalSTRS board voted to keep the employer supplemental contribution rate at 10.85% for fiscal year 2022–23 for a total employer contribution rate of 19.10%.

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The CalSTRS employer contribution rates effective for fiscal year 2022-2023 through fiscal year 2046-47 are summarized in the table below:

Effective Date	Base Rate	Supplemental Rate Per CalSTRS Funding Plan	Total
July 1, 2022	8.250%	10.850%	19.100%
July 1, 2023 to June 30, 2046	8.250%	(1)	(1)
July 1, 2046	8.250%	Increase from AB 1469 rate ends in 2046-47	

(1) The CalSTRS Funding Plan authorizes the board to adjust the employer contribution rate up or down by up to 1% each year, but no higher than 20.250% total and no lower than 8.250%.

The District contributed $97,170,042 to the plan for the fiscal year ended June 30, 2023.

State – 10.828 percent of the members' calculated based on creditable compensation from two fiscal years prior.

The state is required to contribute a base contribution rate set in statute at 2.017%. Pursuant to the CalSTRS Funding Plan, the state also has a supplemental contribution rate, which the board can increase by up to 0.5% each fiscal year to help eliminate the state's share of the CalSTRS unfunded actuarial obligation by 2046. In May 2022, the CalSTRS board voted to keep the state supplemental contribution rate at 6.311% for fiscal year 2022–23 for a total contribution rate of 10.828%.

Special legislation appropriated supplemental state contributions to reduce the state's portion of the unfunded actuarial obligation of the DB Program in fiscal years 2019-20 through 2021-22. These contributions are funded from future excess General Fund revenues, pursuant to the requirements of California Proposition 2, the "Rainy-Day Budget Stabilization Fund Act", which passed in 2014. Accordingly, the contribution amounts are subject to change each year based on the availability of funding. For fiscal year 2021–22, CalSTRS received $410.0 million in supplemental state contributions from Proposition 2 funds. Additionally, CalSTRS received a one-time supplemental payment of $173.7 million from the General Fund in fiscal year 2021–22 to offset forgone contributions due to the suspension of the 0.5% increase to the state supplemental contribution rate in fiscal year 2020–21.

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The CalSTRS state contribution rates effective for fiscal year 2022-2023 and beyond are summarized in the table below.

Effective Date	Base Rate	Supplemental Rate Per CalSTRS Funding Plan	SBMA Funding[1]	Total
July 01, 2022	2.017%	6.311%	2.50%	10.828%
July 01, 2023 to June 30, 2046	2.017%	[2]	2.50%	[2]
July 01, 2046	2.017%	[3]	2.50%	[3]

(1) The SBMA contribution rate excludes the $72 million that is reduced from the required contribution in accordance with Education Code section 22954.
(2) The CalSTRS board has limited authority to adjust the state contribution rate annually through June 2046 in order to eliminate the remaining unfunded actuarial obligation. The board cannot increase the supplemental rate by more than 0.5% in a fiscal year, and if there is no unfunded actuarial obligation, the supplemental contribution rate imposed would be reduced to 0%.
(3) From July 1, 2046, and thereafter, the rates in effect prior to July 1, 2014, are reinstated, if necessary, to address any remaining unfunded actuarial obligation.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

At June 30, 2023, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the net pension liability	$	521,129,000
State's proportionate share of the net pension liability associated with the District		294,556,000
Total	$	815,685,000

The net pension liability was measured as of June 30, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school districts and the State. At June 30, 2022, the District's proportion was 0.750 percent, which was an increase of 0.101 percent from its proportion measured as of June 30, 2021.

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

For the year ended June 30, 2023, the District recognized pension expense of $84,650,991 and revenue of $47,123,964 for support provided by the State. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 427,000	$ 39,074,000
Changes of assumptions	25,844,000	-
Net differences between projected and actual earnings on investments	-	25,484,000
Changes in proportion and differences between District contributions and proportionate share of contributions	88,438,000	57,897,000
Contributions made subsequent to measurement date	97,170,042	-
Total	$ 211,879,042	$ 122,455,000

$97,170,042 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending June 30,	
2024	$ 968,234
2025	$ (18,834,767)
2026	$ (35,637,267)
2027	$ 38,878,400
2028	$ (2,871,600)
2029	$ 9,751,000

Differences between expected and actual experience and changes in assumptions are amortized over a closed period equal to the average remaining service life of plan members, which is 7 years as of the June 30, 2022 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Actuarial Methods and Assumptions: The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2021, and rolling forward the total pension liability to June 30, 2022 . The financial reporting actuarial valuation as of June 30, 2021, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2021
Experience Study	July 1, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.10%
Consumer Price Inflation	2.75%
Wage Growth	3.50%
Post-retirement Benefit Increases	2.00% simple for DB, maintain 85% Purchasing power level for DB, not applicable for DBS/CBB

Discount Rate: The discount rate used to measure the total pension liability was 7.10 percent, which was unchanged from the prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increase per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Mortality: CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process.

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The actuarial investment rate of return assumption was adopted by the CalSTRS board in January 2020 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS consulting actuary reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term* Expected Real Rate of Return
Public Equity	42%	4.8%
Real Estate	15	3.6
Private Equity	13	6.3
Fixed Income	12	1.3
Risk Mitigating Strategies	10	1.8
Inflation Sensitive	6	3.3
Cash / Liquidity	2	(0.4)

* 20-year geometric average

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10 percent) or 1-percentage-point higher (8.10 percent) than the current rate:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
District's proportionate share of the net pension liability	$ 885,071,000	$ 521,129,000	$ 218,948,000

Pension Plan Fiduciary Net Position: Detailed information about the pension plan's fiduciary net position is available in the separately issued CalSTRS financial report.

(Continued)

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER'S RETIREMENT FUND B

General Information about the Public Employer's Retirement Fund B

Plan Description: The schools' cost-sharing multiple-employer defined benefit pension plan Public Employer's Retirement Fund B (PERF B) is administered by the California Public Employees' Retirement System (CalPERS). Plan membership consists of non-teaching and non-certified employees of public schools (K-12), community college districts, offices of education, charter and private schools (elective) in the State of California.

The Plan was established to provide retirement, death and disability benefits to non-teaching and non- certified employees in schools. The benefit provisions for Plan employees are established by statute. CalPERS issues a publicly available financial report that can be obtained at: https://www.calpers.ca.gov/docs/forms-publications/acfr-2022.pdf.

Benefits Provided: The benefits for the defined benefit plans are based on members' years of service, age, final compensation, and benefit formula. Benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Members become fully vested in their retirement benefits earned to date after five years (10 years for State Second Tier members) of credited service.

Contributions: The benefits for the defined benefit pension plans are funded by contributions from members and employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. Employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Employer contributions, including lump sum contributions made when districts first join PERF B, are credited with a market value adjustment in determining contribution rates.

The required contribution rates of most active plan members are based on a percentage of salary in excess of a base compensation amount ranging from zero dollars to $863 monthly.

Required contribution rates for active plan members and employers as a percentage of payroll for the year ended June 30, 2023 were as follows:

Members - The member contribution rate was 7.0 percent of applicable member earnings for fiscal year 2022-2023.

Employers - The employer contribution rate was 25.37 percent of applicable member earnings.

The District contributed $43,112,322 to the plan for the fiscal year ended June 30, 2023.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2023, the District reported a liability of $341,626,000 or its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school districts. At June 30, 2023, the District's proportion was 0.993 percent, which was an increase of 0.023 percent from its proportion measured as of June 30, 2023.

(Continued)

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER'S RETIREMENT FUND B (Continued)

For the year ended June 30, 2023, the District recognized pension expense of $48,851,522. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 1,544,000	$ 8,500,000
Changes of assumptions	25,272,000	-
Net differences between projected and actual earnings on investments	40,336,000	-
Changes in proportion and differences between District contributions and proportionate share of contributions	7,245,000	-
Contributions made subsequent to measurement date	43,112,322	-
Total	$ 117,509,322	$ 8,500,000

$43,112,322 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending June 30,	
2024	$ 17,331,333
2025	$ 13,644,333
2026	$ 10,324,834
2027	$ 24,596,500

Differences between expected and actual experience, changes in assumptions and changes in proportion and differences between District contributions and proportionate share of contributions are amortized over a closed period equal to the average remaining service life of plan members, which is 3.9 years as of the June 30, 2022 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

(Continued)

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER'S RETIREMENT FUND B (Continued)

Actuarial Methods and Assumptions: The total pension liability for the Plan was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2021, and rolling forward the total pension liability to June 30, 2022. The financial reporting actuarial valuation as of June 30, 2021, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2021
Experience Study	June 30, 2000 through June 30, 2019
Actuarial Cost Method	Entry age normal
Investment Rate of Return	6.90%
Consumer Price Inflation	2.30%
Wage Growth	Varies by entry age and service
Post-retirement Benefit Increases	2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power Applies, 2.30% thereafter

The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries 80% of scale MP2020. For more details on this table, please refer to the 2021 experience study report.

All other actuarial assumptions used in the June 30, 2021 valuation were based on the results of an actuarial experience study for the period from 2000 to 2019, including updates to salary increase, mortality and retirement rates. Further details of the Experience Study can be found at CalPERS' website.

During the 2021-22 measurement period, the financial reporting discount rate for PERF B was lowered from 7.15 percent to 6.90 percent. In addition, the inflation assumption was reduced from 2.50 percent to 2.30 percent. Lastly, demographic assumptions for mortality rates were updated.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

Asset Class	Assumed Asset Allocation	Expected Real Rates of Return Years 1-10 (1, 2)
Global Equity – cap-weighted	30.00%	4.45%
Global Equity non-cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	.27%
Mortgage-backed Securities	5.00%	.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

(1) An expected inflation rate of 2.30% used for this period
(2) Figures are based on the 2021-22 CalPERS Asset Liability Management Study

(Continued)

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER'S RETIREMENT FUND B (Continued)

Discount Rate: The discount rate used to measure the total pension liability was 6.90 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Plan. The results of the crossover testing for the Plan are presented in a detailed report that can be obtained at CalPERS' website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 6.90 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.90 percent) or 1-percentage-point higher (7.90 percent) than the current rate:

	1% Decrease (5.90%)	Current Discount Rate (6.90%)	1% Increase (7.90%)
District's proportionate share of the net pension liability	$ 493,496,000	$ 341,626,000	$ 216,111,000

Pension Plan Fiduciary Net Position: Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial report.

(Continued)

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS

General Information about the Other Postemployment Benefits (OPEB) Plan

Plan Description: In addition to the pension benefits described in Notes 8 and 9, the District provides postemployment health care benefits to eligible employees and their dependents under a single employer defined benefit OPEB plan. The plan does not issue separate financial statements.

The District established an irrevocable trust under the California Employer's Retiree Benefit Trust Program (CERBT) to prefund the costs of other postemployment benefits. The funds in the CERBT are held in trust and will be administered by the California Public Employees' Retirement System (CalPERS) as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board of Education. The District's contributions to the irrevocable trust is included in the CERBT, which is included in the CalPERS ACFR. Copies of the CalPERS' ACFR may be obtained from the CalPERS Executive Office – 400 P Street – Sacramento, CA 95814.

The CERBT fund, which is an Internal Revenue Code (IRC) Section 115 Trust, is set up for the purpose of (i) receiving employer contributions to prefund health and other post-employment benefits for retirees and their beneficiaries, (ii) invest contributed amounts and income therein, and (iii) disburse contributed amounts and income therein, if any, to pay for costs of administration of the fund and to pay for health care costs or other post-employment benefits in accordance with the terms of the District's OPEB plan.

Benefits Provided: District employees hired before July 1, 2005, who retire after attaining age 57.5 and completing a requisite period of service, may receive District-paid medical and prescription drug coverage for life (with continuation to the surviving spouse, if any), and subject to retiree contributions shown in the table below. The requisite service is 10 years if hired before January 1, 1982 (July 1, 1982 for Classified), 16 years if hired between January 1, 1982 and July 1, 1994 (but 10 years if rehired with a pre-1982 original date of hire), and 16 years for those hired or re-hired after July 1, 1994 (but before July 1, 2005).

District employees hired on or after July 1, 2005, who retire after attaining age 60 and completing at least 25 years of service, receive District-paid coverage for the earlier of 5 years or until age 65. These benefits are also subject to retiree contributions, described below.

Effective July 1, 2023, retirees who enroll in Medicare Parts A and B will be covered under the Aetna Medicare Advantage Plan. Retirees over age 65 who are not enrolled in Medicare remain on the self-insured plan.

The District began collecting retiree contributions in July 2006. Retiree contributions will be charged only to individuals retiring after August 31, 2006.

The schedule for determining a retiree's monthly contributions (including Health Assessment Fees of $10, where applicable) is shown in the following table:

Retiree Age	Retiree	Spouse <65	Spouse 65-74	Spouse 75+	Child	Family
Under 65	$160	$60	$60	$60	$15	$70
Ages 65 - 74	$10	$10	$10	$-	$10 each	N/A
Ages 75 +	$-	$10	$10	$-	10	N/A

(Continued)

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Employees Covered by Benefit Terms: The following is a table of plan participants at June 30, 2023:

	Number of Participants
Inactive Plan members, covered spouses, or beneficiaries currently receiving benefits	5,444
Active employees	8,574
	14,018

Contributions: California Government Code specifies that the District's contribution requirements for covered employees are established and may be amended by the Governing Board. Contributions to the Plan from the District were $41,070,546 for the year ended June 30, 2023. District contributions to the Trust are voluntary. Employees are not required to contribute to the OPEB plan.

OPEB Plan Investments: The plan discount rate of 5.5% was determined using the following asset allocation and assumed rate of return:

Asset Class	Long-Term* Assumed Asset Allocation	Expected Real Rate of Return
Global Equity	34.0%	4.8%
U.S. Fixed Income	41.0	1.8
Real Estate	17.0	3.7
Treasury Inflation-Protected Securities	5.0	1.6
Cash Equivalents	3.0	0.2

*Geometric average

Rolling periods of time for all asset classes in combination we used to appropriately reflect correlation between asset classes. This means that the average returns for any asset class do not necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. Additionally, the historic 30 year real rates of return for each asset class along with the assumed long-term inflation assumption was used to set the discount rate. The investment return was offset by assumed investment expenses of 25 basis points. It was further assumed that contributions to the plan would be sufficient to fully fund the obligation over a period not to exceed 30 years.

Money-weighted rate of return on OPEB plan investments	3.51%

The money-weighted rate of return expresses investment performance, net of OPEB plan investment expenses, adjusted for the changing amounts actually invested.

(Continued)

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Actuarial Assumptions: The District's net OPEB liability was measured as of June 30, 2023 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that same date.

Valuation Date	June 30, 2023
Pre-Retirement Mortality Rate	RP 2019 Employee Mortality Table, without projection
Post-Retirement Mortality Rate	RP 2019 Health Annuitant Mortality Table, without projection
Discount Rate	5.5%. Based on the long-term expected rate of return
Investment Rate of Return	5.5%
Retirement Rate	CalPERS (2019) and CalSTRS (2018) experience studies.
Healthcare cost trend rate	6.00% for 2023, 5.50% for 2024, 5.25% for 2025-2029, 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069, and 4.00% for 2070 and later. Medicare ages: 4.50% for 2023-2029 and 4.00% for 2030 and later.
Salary Increases	3.0% per year
Termination Rate	CalPERS (2019) and CalSTRS (2018) experience studies.
Percent of Retirees with Spouses	Future Retirees <65: 67% Future Retirees >65: 50%
Percent of Retirees with Eligible Dependents	Future Retirees: In proportion to current retirees Current Retirees: Actual dependent data was used
Funding Method	Entry Age Cost Method

(Continued)

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

Changes in the Net OPEB Liability:

	Total OPEB Liability (a)	Total Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance at June 30, 2022	$ 1,051,184,852	$ 63,880,407	$ 987,304,445
Changes for the year:			
Service cost	16,833,050	-	16,833,050
Interest	62,970,376	-	62,970,376
Difference between expected and actual experience	(39,961,024)	-	(39,961,024)
Changes in assumptions	(339,676,866)	-	(339,676,866)
Employer contributions	-	41,070,546	(41,070,546)
Net investment income	-	2,448,040	(2,448,040)
Administrative expense	-	(55,575)	55,575
Benefit payments	(37,570,546)	(37,570,546)	-
Net change	(337,405,010)	5,892,465	(343,297,475)
Balance at June 30, 2023	$ 713,779,842	$ 69,772,872	$ 644,006,970
Fiduciary Net Position as a % of the Total OPEB Liability, at June 30, 2023:			9.78%

The changes in assumptions at the June 30, 2023 measurement include incorporating the impact of the adoption of the Medicare Advantage Plan for retirees enrolled in Medicare Parts A and B. In addition, the healthcare cost trend rate was updated from a decreasing range of 5.60% to 4.00% at the June 30, 2022 measurement date, to a decreasing range of 6.00% to 4.00% at the June 30, 2023 measurement date. Lastly, the discount rate was updated from 6.00% at the June 30, 2022 measurement date, to 5.50% at the June 30, 2023 measurement date.

Sensitivity of the Net OPEB Liability to Assumptions: The following presents the net OPEB liability calculated using the discount rate of 5.50 percent. The schedule also shows what the net OPEB liability would be if it were calculated using a discount rate that is 1 percent lower (4.50 percent) and 1 percent higher (6.50 percent):

	Discount Rate 1% Lower (4.50%)	Valuation Discount Rate (5.50%)	Discount Rate 1% Higher (6.50%)
Net OPEB liability	$ 738,046,152	$ 644,006,970	$ 565,566,897

(Continued)

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS (Continued)

The following table presents the net OPEB liability calculated using the heath care cost trend rate of 6.0-4.0 percent. The schedule also shows what the net OPEB liability would be if it were calculated using a health care cost trend rate that is 1 percent lower (5.0-3.0 percent) and 1 percent higher (7.0-5.0 percent):

	Health Care Trend Rate 1% Lower (5.0 - 3.0%)	Valuation Health Care Trend Rate (6.0 - 4.0%)	Health Care Trend Rate 1% Higher (7.0 - 5.0%)
Net OPEB liability	$ 556,484,690	$ 644,006,970	$ 751,150,716

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB - For the year ended June 30, 2023, the District recognized OPEB expense (benefit) of $(1,202,327). At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 45,324,922	$ 34,169,571
Change in assumptions	-	427,660,283
Net differences between projected and actual earnings on investments	9,160,465	3,070,793
Total	$ 54,485,387	$ 464,900,647

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Years Ending June 30,	
2024	$ (77,118,428)
2025	$ (77,184,807)
2026	$ (72,104,990)
2027	$ (72,404,575)
2028	$ (62,084,474)
2029	$ (49,517,986)

Deferred outflows and deferred inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period. Deferred outflows and deferred inflows related to changes in assumptions and differences between expected and actual experience which originated in fiscal years ending June 30, 2019 through June 30, 2022 are amortized over a closed 6.4-year period. Deferred outflows and deferred inflows related to changes in assumptions and differences between expected and actual experience which originated in fiscal years ending June 30, 2019 through June 30, 2023 are amortized over a closed 6.9-year period.

(Continued)

NOTE 11 - JOINT POWERS AGREEMENT

The District is a member with other school districts of a Joint Powers Authority, Central Valley Support Services (CVSS), to provide support services to educational agencies in the Central Valley of California. CVSS is governed by a board consisting of one district representative selected by each member district's superintendent, one member of the operations staff of each member district and the Treasurer of CVSS. The CVSS Board controls the operations of CVSS, independent of any influence by the member districts beyond their representation on the Board. The following is a summary of financial information of CVSS as of June 30, 2022 (the most recent information available):

Total assets	$ 37,148,249
Deferred outflows of resources	$ 118,265,496
Total liabilities	$ 136,583,017
Deferred inflows of resources	$ 4,430,000
Net position	$ 14,400,728
Total revenues	$ 105,645,079
Total expenses	$ 104,238,624
Change in net position	$ 1,406,455

The relationship between Fresno Unified School District and the Joint Powers Authority is such that it is not a component unit of the District for financial reporting purposes.

NOTE 12 - CONTINGENCIES

Contingent Liabilities: The District is subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect the financial position or results of operations of the District. Also, the District has received federal and state funds for specific purposes that are subject to review or audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

Construction Commitments: As of June 30, 2023, the District had approximately $94.6 million in outstanding commitments on construction contracts.

(Continued)

NOTE 13 - FINANCIAL RESPONSIBILITY

The District has maintained a commitment to strategic guiding principles anchored in providing extensive student programs, competitive employee compensation, and prudent fiscal responsibility. These principles and approach to budget development have enabled the district to maintain a positive financial position. Recently, through use of one-time state and federal resources, the District has complimented these principles with addressing unfinished learning and responding to the impacts of the pandemic.

The District continues to maintain a positive reserve in the current and future years as shown in the 2023/24 adopted budget and a commitment to equity-based resource allocation as intended with implementation of the Local Control Funding Formula. The District has maintained a positive financial position since 2006/07 as reflected by Moody’s continued affirmation of the District's credit rating of Aa3 since 2010 during a time when other agencies have been lowered.

The District continues to monitor and budget for the current and future years to ensure financial stability and conservatively evaluate reserves to mitigate the effects of the prolonged state economic crisis.

REQUIRED SUPPLEMENTARY INFORMATION

FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
For the year ended June 30, 2023

	Budget			Over/ (Under)
	Original	Final	Actual	Budget
Revenues:				
Local Control Funding Formula (LCFF):				
State apportionment	$ 823,520,536	$ 873,698,039	$ 873,879,788	$ 181,749
Local sources	76,178,811	80,820,422	80,837,235	16,813
Total LCFF	899,699,347	954,518,461	954,717,023	198,562
Federal sources	342,818,761	364,450,289	270,046,404	(94,403,885)
Other state sources	257,589,458	306,020,633	399,756,490	93,735,857
Other local sources	21,913,286	29,096,227	15,933,182	(13,163,045)
Total revenues	1,522,020,852	1,654,085,610	1,640,453,099	(13,632,511)
Expenditures:				
Current:				
Certificated salaries	514,758,032	522,035,078	519,899,450	(2,135,628)
Classified salaries	199,933,019	197,168,928	190,895,573	(6,273,355)
Employee benefits	411,514,320	419,431,023	395,818,111	(23,612,912)
Books and supplies	139,662,812	168,228,710	109,968,616	(58,260,094)
Contract services and operating expenditures	171,031,064	275,078,260	177,508,908	(97,569,352)
Other outgo	1,854,531	2,087,627	5,146,769	3,059,142
Capital outlay	107,961,661	165,100,273	51,752,075	(113,348,198)
Total expenditures	1,546,715,439	1,749,129,899	1,450,989,502	(298,140,397)
(Deficiency) excess of revenues (under) over expenditures	(24,694,587)	(95,044,289)	189,463,597	284,507,886
Other financing (uses) sources:				
Transfers in	7,385,329	7,385,329	5,580,450	(1,804,879)
Transfers out	(8,856,409)	(8,856,409)	(3,353,446)	5,502,963
Total other financing (uses) sources	(1,471,080)	(1,471,080)	2,227,004	3,698,084
Net change in fund balance	(26,165,667)	(96,515,369)	191,690,601	288,205,970
Fund balance, July 1, 2022	362,183,263	362,183,263	362,183,263	-
Fund balance, June 30, 2023	$ 336,017,596	$ 265,667,894	$ 553,873,864	$ 288,205,970

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHANGES IN THE DISTRICT'S NET
OTHER POSTEMPLOYMENT BENEFITS (OPEB) LIABILITY
For the year ended June 30, 2023

Last 10 fiscal years

	2018	2019	2020	2021	2022	2023
Total OPEB liability						
Service cost	$ 19,392,480	$ 19,974,255	$ 16,341,671	$ 16,831,921	$ 16,808,552	$ 16,833,050
Interest	57,806,121	60,369,696	61,778,007	64,400,035	60,440,115	62,970,376
Difference between expected and actual experience	-	-	82,504,316	-	20,924,804	(39,961,024)
Changes in assumptions	-	-	(120,311,404)	-	(133,956,614)	(339,676,866)
Benefit payments	(32,459,314)	(36,544,893)	(34,234,823)	(35,604,029)	(32,704,642)	(37,570,546)
Net change in total OPEB liability	44,739,287	43,799,058	6,077,767	45,627,927	(68,487,785)	(337,405,010)
Total OPEB liability, beginning of year	979,428,598	1,024,167,885	1,067,966,943	1,074,044,710	1,119,672,637	1,051,184,852
Total OPEB liability, end of year (a)	$ 1,024,167,885	$ 1,067,966,943	$ 1,074,044,710	$ 1,119,672,637	$ 1,051,184,852	$ 713,779,842
Plan fiduciary net position						
Employer contributions	$ 35,959,314	$ 40,044,893	$ 37,734,823	$ 39,104,029	$ 36,204,642	$ 41,070,546
Expected investment return (loss)	2,250,968	3,172,151	2,685,784	11,123,667	(8,985,231)	2,448,040
Administrative expense	(33,150)	(37,143)	(43,345)	(52,833)	(59,287)	(55,575)
Benefits payment	(32,459,314)	(36,544,893)	(34,234,823)	(35,604,029)	(32,704,642)	(37,570,546)
Change in plan fiduciary net position	5,717,818	6,635,008	6,142,439	14,570,834	(5,544,518)	5,892,465
Fiduciary trust net position, beginning of year	36,358,826	42,076,644	48,711,652	54,854,091	69,424,925	63,880,407
Fiduciary trust net position, end of year (b)	$ 42,076,644	$ 48,711,652	$ 54,854,091	$ 69,424,925	$ 63,880,407	$ 69,772,872
Net OPEB liability, ending (a) - (b)	$ 982,091,241	$ 1,019,255,291	$ 1,019,190,619	$ 1,050,247,712	$ 987,304,445	$ 644,006,970
Covered employee payroll	$ 550,120,072	$ 568,497,726	$ 595,678,953	$ 620,124,968	$ 714,683,611	$ 750,192,157
Plan fiduciary net position as a percentage of the total OPEB liability	4.11%	4.56%	5.11%	6.20%	6.08%	9.78%
Net OPEB liability as a percentage of covered-employee payroll	178.52%	179.29%	171.10%	169.36%	138.15%	85.85%

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively.

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF MONEY-WEIGHTED RATE
OF RETURN OF OPEB PLAN INVESTMENTS
For the year ended June 30, 2023

Last 10 Fiscal Years

	2018	2019	2020	2021	2022	2023
Money-weighted rate of return on OPEB plan investments	6.01%	6.98%	5.37%	19.65%	-12.65%	3.51%

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively.

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the year ended June 30, 2023

State Teachers' Retirement Plan
Last 10 Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
District's proportion of the net pension liability	0.666%	0.696%	0.679%	0.664%	0.723%	0.740%	0.721%	0.649%	0.750%
District's proportionate share of the net pension liability	$ 389,455,000	$ 468,883,000	$ 549,121,000	$ 613,982,000	$ 664,860,000	$ 668,050,000	$ 698,344,000	$ 295,209,000	$ 521,129,000
State's proportionate share of the net pension liability associated with the District	235,171,000	247,987,000	312,634,000	363,228,000	380,665,000	364,468,000	381,640,000	175,644,000	294,556,000
Total net pension liability	$ 624,626,000	$ 716,870,000	$ 861,755,000	$ 977,210,000	$1,045,525,000	$1,032,518,000	$1,079,984,000	$ 470,853,000	$ 815,685,000
District's covered payroll	$ 296,840,000	$ 323,258,000	$ 338,357,000	$ 351,408,000	$ 380,363,000	$ 402,574,000	$ 389,097,000	$ 365,132,000	$ 449,079,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	131.20%	145.05%	162.29%	174.72%	174.80%	165.95%	179.48%	80.85%	119.81%
Plan fiduciary net position as a percentage of the total pension liability	76.52%	74.02%	70.04%	69.46%	70.99%	72.56%	71.82%	87.21%	81.20%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

All years prior to 2015 are not available.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the year ended June 30, 2023

Public Employer's Retirement Fund B
Last 10 Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
District's proportion of the net pension liability	0.845%	0.905%	0.919%	0.873%	0.907%	0.941%	0.962%	0.970%	0.993%
District's proportionate share of the net pension liability	$ 95,928,000	$ 133,463,000	$ 181,422,000	$ 208,394,000	$ 241,867,000	$ 274,153,000	$ 295,181,000	$ 197,223,000	$ 341,626,000
District's covered payroll	$ 88,704,000	$ 100,241,000	$ 110,204,000	$ 111,303,000	$ 123,132,000	$ 130,845,000	$ 138,577,000	$ 139,687,000	$ 151,163,000
District's proportionate share of the net pension liability as a percentage of its covered payr	108.14%	133.14%	164.62%	187.23%	196.43%	209.53%	213.01%	141.19%	224.50%
Plan fiduciary net position as a percentage of the total pension liability	83.38%	74.02%	73.89%	71.87%	70.85%	70.05%	70.00%	80.97%	69.76%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

All years prior to 2015 are not available.

See accompanying notes to required supplementary information.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
For the year ended June 30, 2023

State Teachers' Retirement Plan
Last 10 Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Contractually required contribution	$ 28,705,329	$ 36,305,716	$ 44,207,146	$ 54,886,374	$ 65,539,064	$ 71,921,290	$ 69,740,257	$ 85,774,027	$ 97,170,042
Contributions in relation to the contractually required contribution	(28,705,329)	(36,305,716)	(44,207,146)	(54,886,374)	(65,539,064)	(71,921,290)	(69,740,257)	(85,774,027)	(97,170,042)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District's covered payroll	$ 323,258,000	$ 338,357,000	$ 351,408,000	$ 380,363,000	$ 402,574,000	$ 389,097,000	$ 365,132,000	$ 449,079,000	$ 508,744,000
Contributions as a percentage of covered payroll	8.88%	10.73%	12.58%	14.43%	16.28%	17.10% (1)	16.15% (2)	16.92% (3)	19.10%

(1) This rate reflects the original employer contribution rate of 18.13 percent under AB1469, reduced for the 1.03 percentage points to be paid on behalf of employers pursuant to SB 90.

(2) This rate reflects the original employer contribution rate of 19.10 percent under AB1469, reduced for the 2.95 percentage points to be paid on behalf of employers pursuant to SB 90.

(3) This rate reflects the original employer contribution rate of 19.10 percent under AB1469, reduced for the 2.18 percentage points to be paid on behalf of employers pursuant to SB 90.

All years prior to 2015 are not available.

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
For the year ended June 30, 2023

Public Employer's Retirement Fund B
Last 10 Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Contractually required contribution	$ 11,799,345	$ 13,055,815	$ 15,457,728	$ 19,123,632	$ 23,633,158	$ 27,391,892	$ 28,915,243	$ 34,631,522	$ 43,112,322
Contributions in relation to the contractually required contribution	(11,799,345)	(13,055,815)	(15,457,728)	(19,123,632)	(23,633,158)	(27,391,892)	(28,915,243)	(34,631,522)	(43,112,322)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District's covered payroll	$ 100,241,000	$ 110,204,000	$ 111,303,000	$ 123,132,000	$ 130,845,000	$ 138,577,000	$ 139,687,000	$ 151,163,000	$ 169,934,000
Contributions as a percentage of covered payroll	11.77%	11.85%	13.89%	15.53%	18.06%	19.72%	20.70%	22.91%	25.37%

All years prior to 2015 are not available.

See accompanying notes to required supplementary information.

NOTE 1 - PURPOSE OF SCHEDULES

A - Budgetary Comparison Schedule:

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The budgets are revised during the year by the Board of Education to provide for revised priorities. Expenditures cannot legally exceed appropriations by major object code. The originally adopted and final revised budgets for the General Fund are presented as Required Supplementary Information. The basis of budgeting is the same as GAAP.

B - Schedule of Changes in Net Other Postemployment Benefits (OPEB) Liability:

The Schedule of Changes in Net OPEB liability is presented to illustrate the elements of the District's Net OPEB liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

C - Schedule of Money-Weighted Rate of Return of OPEB Plan Investments:

The Schedule of Money-Weighted Rate of Return of OPEB Plan Investments presents the weighted average rate of return for the District's OPEB Plan investments.

D - Schedule of the District’s Proportionate Share of the Net Pension Liability:

The Schedule of the District’s Proportionate Share of the Net Pension Liability is presented to illustrate the elements of the District’s Net Pension Liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

E - Schedule of District Contributions:

The Schedule of District Contributions is presented to illustrate the District’s required contributions relating to the pensions. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

F - Changes of Benefit Terms:

There are no changes in benefit terms reported in the Required Supplementary Information.

(Continued)

G - Changes of Assumptions:

The healthcare cost trend rate for the total OPEB liability was 5.0% for all age groups in the June 30, 2019 measurement. In the June 30, 2020 and 2021 measurement, the healthcare cost trend rate included a decreasing range beginning with 5.9% to an ultimate rate of 5.0%. In the June 30, 2022 measurement, healthcare cost trend rate included a decreasing range beginning with 5.6% to an ultimate rate of 4.0%. In the June 30, 2023 measurement, healthcare cost trend rate included a decreasing range beginning with 6.0% to an ultimate rate of 4.0%.

In the June 30, 2019, 2020 and 2021 measurements for the total OPEB liability, mortality, retirement, and termination rates were based on the 2010 CalSTRS experience study and 2014 CalPERS experience study, as applicable for the District's employee groups. In the June 30, 2022 and 2023 measurements for the total OPEB liability, mortality, retirement, and termination rates were based on the 2018 CalSTRS experience study and 2019 CalPERS experience study, as applicable for the District's employee groups.

In the June 30, 2019, 2020, 2021, and 2022 measurements for the total OPEB liability, the discount rate used was 6.00%. In the June 30, 2023 measurement for the total OPEB liability, the discount rate used was 5.50%.

The discount rate used for the Public Employer's Retirement Fund B (PERF B) plan was 7.50, 7.65, 7.65, 7.15, 7.15, 7.15, 7.15, 7.15 and 6.90 percent in the June 30, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021 actuarial reports, respectively.

The inflation rate used for the PERF B plan was 2.50, 2.50, 2.50, 2.50, 2.50, 2.50, 2.50, 2.50, and 2.30 percent in the June 30, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021 actuarial reports, respectively.

The following are the assumptions for State Teachers' Retirement Plan:

	Measurement Period							
Assumption	As of June 30 2022	As of June 30, 2021	As of June 30, 2020	As of June 30 2019	As of June 30 2018	As of June 30, 2017	As of June 30, 2016	As of June 30, 2015
Consumer price inflation	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	3.00%	3.00%
Investment rate of return	7.10%	7.10%	7.10%	7.10%	7.10%	7.10%	7.60%	7.60%
Wage growth	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.75%	3.75%

SUPPLEMENTARY INFORMATION

FRESNO UNIFIED SCHOOL DISTRICT
COMBINING BALANCE SHEET
ALL NON-MAJOR FUNDS
June 30, 2023

	Student Activity Fund	Adult Education Fund	Child Develop-ment Fund	Cafeteria Fund	Deferred Maintenance Fund	Capital Facilities Fund	County School Facilities Fund	Special Reserve for Capital Outlay Projects Fund	Total
ASSETS									
Cash in County Treasury	$ 895,893	$ 2,749,954	$ 10,562,256	$ 16,296,335	$ 182,041	$ 3,544,252	$ 3,105,607	$ 781,213	$ 38,117,551
Cash on hand and in banks	1,869,372	8,124	-	3,357,044	-	-	-	-	5,234,540
Cash in revolving fund	-	550	-	-	-	-	-	-	550
Receivables	6,753	598,025	2,778,988	9,839,520	652	23,589	29,856	10,020	13,287,403
Prepaid expenditures	520	-	-	39,674	-	-	-	-	40,194
Due from other funds	183	50,316	5,625,062	7,671,941	-	-	52,641,774	2,000,089	67,989,365
Stores inventory	183,282	-	-	2,804,203	-	-	-	-	2,987,485
Total assets	$ 2,956,003	$ 3,406,969	$ 18,966,306	$ 40,008,717	$ 182,693	$ 3,567,841	$ 55,777,237	$ 2,791,322	$ 127,657,088
LIABILITIES AND FUND BALANCES									
Liabilities:									
Accounts payable	$ 64,275	$ 98,326	$ 361,926	$ 4,023,618	$ 133,647	$ 167	$ 5,660,175	$ 39,661	$ 10,381,795
Unearned revenue	-	-	6,032,700	3,511	-	-	-	-	6,036,211
Due to other funds	184,153	1,904,754	11,858,232	7,774,486	49,046	145,466	-	-	21,916,137
Total liabilities	248,428	2,003,080	18,252,858	11,801,615	182,693	145,633	5,660,175	39,661	38,334,143
Fund balances:									
Nonspendable	183,802	550	-	2,843,877	-	-	-	-	3,028,229
Restricted	2,523,773	1,403,339	713,448	25,363,225	-	3,422,208	50,117,062	2,751,661	86,294,716
Total fund balance	2,707,575	1,403,889	713,448	28,207,102	-	3,422,208	50,117,062	2,751,661	89,322,945
Total liabilities and fund balances	$ 2,956,003	$ 3,406,969	$ 18,966,306	$ 40,008,717	$ 182,693	$ 3,567,841	$ 55,777,237	$ 2,791,322	$ 127,657,088

FRESNO UNIFIED SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES
ALL NON-MAJOR FUNDS
For the year ended June 30, 2023

	Student Activity Fund	Adult Education Fund	Child Develop-ment Fund	Cafeteria Fund	Deferred Maintenance Fund	Capital Facilities Fund	County School Facilities Fund	Special Reserve for Capital Outlay Projects Fund	Total
Revenues:									
Federal sources	$ -	$ 1,399,507	$ 1,126,836	$ 53,356,639	$ -	$ -	$ -	$ -	$ 55,882,982
Other state sources	-	5,841,360	24,535,922	18,475,667	-	-	21,361,963	-	70,214,912
Other local sources	3,665,266	539,285	1,733,870	164,701	2,963	2,160,470	595,942	85,915	8,948,412
Total revenues	3,665,266	7,780,152	27,396,628	71,997,007	2,963	2,160,470	21,957,905	85,915	135,046,306
Expenditures:									
Current:									
Certificated salaries	-	2,683,055	8,742,912	-	-	-	-	-	11,425,967
Classified salaries	-	1,543,500	5,264,913	16,313,716	-	583	1,155,522	198,664	24,476,898
Employee benefits	-	2,497,364	10,006,610	13,039,296	-	270	622,743	118,223	26,284,506
Books and supplies	3,339,443	722,440	1,282,737	28,182,623	-	-	2,739,692	-	36,266,935
Contract services and operating expenditures	46,693	708,494	1,222,620	2,037,240	3,321,873	2,759	12,849,917	84,746	20,274,342
Capital outlay	-	-	1,020	212,867	34,536	29,756	29,459,140	23,728	29,761,047
Total expenditures	3,386,136	8,154,853	26,520,812	59,785,742	3,356,409	33,368	46,827,014	425,361	148,489,695
Excess (deficiency) of revenues over (under) expenditures	279,130	(374,701)	875,816	12,211,265	(3,353,446)	2,127,102	(24,869,109)	(339,446)	(13,443,389)
Other financing (uses) sources:									
Transfers in	-	-	-	-	3,353,446	-	43,371,805	-	46,725,251
Transfers out	-	(195,637)	(827,512)	(1,137,745)	-	(66,110)	-	-	(2,227,004)
Total other financing (uses) sources	-	(195,637)	(827,512)	(1,137,745)	3,353,446	(66,110)	43,371,805	-	44,498,247
Net change in fund balances	279,130	(570,338)	48,304	11,073,520	-	2,060,992	18,502,696	(339,446)	31,054,858
Fund balance, July 1, 2022	2,428,445	1,974,227	665,144	17,133,582	-	1,361,216	31,614,366	3,091,107	58,268,087
Fund balance, June 30, 2023	$ 2,707,575	$ 1,403,889	$ 713,448	$ 28,207,102	$ -	$ 3,422,208	$ 50,117,062	$ 2,751,661	$ 89,322,945

FRESNO UNIFIED SCHOOL DISTRICT
ORGANIZATION
June 30, 2023
(UNAUDITED)

Fresno Unified School District, a political subdivision of the State of California, was established on July 1, 1948. The District serves grades preschool through twelve and operates sixty-seven elementary, fourteen middle, ten high schools, six alternative schools, and three special education schools. All of the District's schools are located in Fresno County. The District is comprised of approximately 99 square miles. There were no changes to the District's boundaries during the current year.

The Board of Education at June 30, 2023 was comprised of the following members:

Name	Office	Term Expires
Veva Islas	President	2026
Susan Wittrup	Clerk	2026
Elizabeth Jonasson Rosas	Member	2024
Valerie F. Davis	Member	2026
Keisha Thomas	Member	2026
Claudia Cazares	Member	2024
Andy Levine	Member	2024

The Superintendent's Executive Staff at June 30, 2023 was comprised of the following:

Robert G. Nelson, Ed.D.
Superintendent

Patrick Jensen
Chief Financial Officer
Business and Financial Services

Misty Her
Deputy Superintendent
Office of Superintendent

Natasha Baker
Chief Academic Officer
School Leadership

David Chavez
Chief of Human Resources / Labor Relations

Tami Lundberg
Chief Technology Officer
Information Technology

Carlos Castillo
Chief of Diversity, Equity and Access

Paul Idsvoog
Chief Operations / Classified Labor Management Officer
Operational Services

Ambra O'Connor
Chief of Staff

Wendy McCulley
Chief Engagement and External Partnerships Officer

Nikki Henry
Chief Information Officer
Communications Office

Alex Belanger
Chief Executive
Facilities Management & Planning

Marie Williams
Inst. Superintendent
Curriculum and Instruction & School Leadership

Sandra Aguayo
Inst. Superintendent
School Leadership

Kal Isom-Moore
Inst. Superintendent
School Leadership

Jennifer Stacy-Alcantara
Inst. Superintendent
School Leadership

Matt Ward
Inst. Superintendent/
School Leadership

Rebecca Wheeler
Inst. Superintendent
School Leadership

Tangee Pinheiro
Inst. Superintendent
Special Education

Jeremy Ward
Assistant Superintendent
College Career Readiness

Bryan Wells
Assistant Superintendent
Student Engagement

Jennifer Stacy-Alcantara
Inst. Superintendent
School Leadership

Zerina Hargrove-Brown
Assistant Superintendent
Research, Evaluation, & Assessment

Kimberly Turk-Collins
Assistant Superintendent
Human Resources

Giovanna Difilippo
Assistant Superintendent
Human Resources

Annarita Howell
Assistant Superintendent
Human Resources

Maria Mazzoni
Assistant Superintendent
Human Resources

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
ORGANIZATION
June 30, 2023
(UNAUDITED)

The Administrative Services Leadership staff at June 30, 2023 was comprised of the following:

Kim Kelstrom Chief Executive Fiscal Services	Ashlee Chiarito Executive Officer State & Federal Programs	Stacey Sandoval Executive Director Risk Management
Steven Shubin Deputy Executive Payroll and Benefits	Rosa Contreras Director, Accounting Fiscal Services	Christine Stevens Director, Budget Fiscal Services

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF AVERAGE DAILY ATTENDANCE
June 30, 2023

	Second Period Report	Audited* Second Period Report	Annual Report
Certificate #:	62B6EB90	5B541BFC	5B541B89
Elementary:			
Transitional Kindergarten through Third	20,187	20,266	20,289
Fourth through Sixth	15,190	15,217	15,188
Seventh and Eighth	9,553	9,566	9,491
Subtotal Elementary	44,930	45,049	44,968
Secondary:			
Ninth through Twelfth	17,325	17,334	17,056
Subtotal Secondary	17,325	17,334	17,056
District Total	62,255	62,383	62,024

* The District's Second Period Report was revised based on an internal review of records.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF INSTRUCTIONAL TIME
For the year ended June 30, 2023

Grade Level	Statutory Minutes Requirement	2022-2023 Actual Minutes	Number of Days Traditional Calendar	Status
Kindergarten	36,000	47,290	180	In Compliance
Grade 1	50,400	55,360	180	In Compliance
Grade 2	50,400	55,325	180	In Compliance
Grade 3	50,400	54,370	180	In Compliance
Grade 4	54,000	55,240	180	In Compliance
Grade 5	54,000	55,090	180	In Compliance
Grade 6	54,000	55,090	180	In Compliance
Grade 7	54,000	59,121	180	In Compliance
Grade 8	54,000	59,121	180	In Compliance
Grade 9	64,800	64,800	180	In Compliance
Grade 10	64,800	64,800	180	In Compliance
Grade 11	64,800	64,800	180	In Compliance
Grade 12	64,800	64,800	180	In Compliance

Assistance Listing Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education - Passed through California Department of Education			
	Special Education Cluster:		
84.027	COVID-19: Special Ed: ARP IDEA Part B, Sec. 611, Local Assistance Entitlement	15638	$ 1,603,641
84.027	COVID-19: Special Ed: ARP IDEA Part B, Sec. 611, Local Assistance Coordinated Early Intervening Services	10170	467,085
84.027	Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Sec. 611	13379	12,763,293
84.027	Special Ed: IDEA Local Assistance, Part B, Sec 611, Private School ISPs	10169	1,075
84.027	Special Ed: IDEA Local Assistance, Part B, Sec 611, Private School ISPs	10115	10,268
84.027	Special Ed: IDEA Local Assistance, Part B, Sec 611, Early Intervening Services	10119	1,889,181
84.173	Special Ed: IDEA Preschool Grants, Part B, Sec 619 Age (3-5)	13430	296,177
84.173	COVID-19: Special Ed: ARP IDEA Pt. B, Sec. 619, Preschool Grants	15639	209,240
84.027A	Special Ed: IDEA Preschool Capacity Building, Part B, Sec 619	13839	37,334
84.027A	Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611	15197	657,736
84.027A	Special Ed: Alternate Dispute Resolution, Part B, Sec 611	13007	3,450
84.173A	Special Ed: IDEA Preschool Staff Development, Part B, Sec 619	13431	2,434
	Subtotal Special Education Cluster		17,940,914
	Migrant Ed Programs:		
84.011	ESEA: Title I, Part C, Migrant Ed (Regular and Summer Program)	14326	504,772
84.011	ESEA: Title I, Migrant Ed Summer Program	10005	172,800
84.011	ESEA: Title I, Part C, Migrant Education (MESRP)	10144	13,421
	Subtotal Migrant ED Programs		690,993
	Special Ed Early Intervention Programs:		
84.181	Special Ed: IDEA Early Intervention Grants, Part C	23761	95,874
84.181X	COVID-19: Special Ed: ARP IDEA Part C, Early Education Program	25657	59,093
	Subtotal Special Ed Early Intervention Programs		154,967
	Title III Programs:		
84.365	ESEA: Title III, English Learner Student Program	14346	1,355,979
84.365	ESEA: Title III, Immigrant Education Program	15146	52,166
	Subtotal Title III Programs		1,408,145

(Continued)

Assistance Listing Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education - Passed through California Department of Education (Continued)			
	Adult Education Programs:		
84.002	Adult Education: ESL/ESL-Citizenship	14508	$ 551,220
84.002	Adult Education: Adult Secondary Education	13978	403,200
84.002A	Adult Education: English Literacy and Civics Education	14109	237,505
84.002	Citizenship and Integration Direct Services Grant Program	N/A	131,044
	Subtotal Adult Education Programs		1,322,969
	Title I Programs:		
84.010	ESEA: Title I, Part A Basic Grants, Low Income and Neglected	14329	60,398,280
84.010	ESSA: Comprehensive Support & Improvement (CIS)	15438	2,611,773
	Subtotal Title I Programs		63,010,053
	Carl D. Perkins Career and Tech Ed Programs:		
84.048	Vocational Programs: Voc and Applied Technology State Leadeship, Sec. 124 (Carl Perkins Act)	14891	1,133,975
84.048	Vocational Programs: Adult Sec. 132 (Carl Perkins Act)	14893	76,538
	Subtotal Carl D. Perkins Career and Tech Ed Programs		1,210,513
	Teacher Quality Programs:		
84.336S	National Teacher Quality Partneship Program	N/A	1,173,620
84.336S	Fresno Pacific Teacher Quality Partnership Program	N/A	1,260,995
	Subtotal Teacher Quality Programs		2,434,615
	COVID-19: Education Stabilitzation Fund (ESF) Programs:		
84.425	COVID-19: Elementary and Secondary School Emergency Relief (ESSER) Fund	15536	6,868
84.425	COVID-19: Elementary and Secondary School Emergency Relief II (ESSER II) Fund	15547	85,381,669
84.425	COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund	15559	67,190,676
84.425U	COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Learning Loss	10155	16,625,186
84.425C	COVID-19: Governor's Emergency Education Relief (GEER) Fund: Learning Loss Mitigation	15517	268
84.425	COVID-19: American Rescue Plan-Homeless Children and Youth (ARP-HCY) Program Services	15566	231,400
	Subtotal COVID-19: ESF Programs		169,436,067

(Continued)

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended June 30, 2023

Assistance Listing Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education - Passed through California Department of Education (Continued)			
84.060A	Indian Education	10011	$ 62,805
84.196	ESEA (ESSA): Education for Homeless Children and Youth, Subtitle VII-B McKinney	14332	37,850
84.287	ESEA: Title IV, Part B, 21st Century Community Learning Centers Program	14349	1,147,370
84.367	ESEA: Title II, Improving Teacher Quality Local Grants	14341	11,446,741
84.423	Supporting Effective Educator Development (SEED) Program	N/A	1,660
84.35	Transition to Teaching	N/A	1,140,249
	Total U.S Department of Education		271,445,911
U.S. Department of Health and Human Services - Passed through California Department of Health and Human Services			
	CCDF Cluster Programs:		
93.575	COVID-19: Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act	15555	141,696
93.575	COVID-19: Child Development: ARP California State Preschool Program One-time Stipend	15640	57,552
93.596	Child Development: Federal General and State Preschool	N/A	414,020
93.575	Child Development: Federal Quality Improvement	N/A	712,815
	Subtotal CCDF Cluster Programs		1,326,083
	Total U.S Department of Health and Human Services		1,326,083
U.S. Department of Agriculture - Passed through California Department of Education			
	Child Nutrition Cluster:		
10.555	Child Nutrition: School Programs (NSL Sec. 11)	13396	45,319,070
10.555	Child Nutrition: Supply Chain Assistance (SCA) Funds	N/A	1,687,214
10.582	Child Nutrition: Fresh Fruit & Vegetable Program	14968	1,629,614
	Subtotal Child Nutrition Cluster Programs		48,635,898
10.558	Child and Adult Care Food Program (CACFP) Claims	13394	5,617,883
10.170	Specialty Crop Block Grant Program - Farm Bill	N/A	1,678
	Total U.S Department of Agriculture		54,255,459
	Total Federal Expenditures		$ 327,027,453

There were no additional adjustments proposed to any funds of the District.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
For the year ended June 30, 2023
(UNAUDITED)

	(Adopted Budget) 2024	2023	2022	2021
General Fund				
Revenues and other financing sources	$ 1,711,234,228	$ 1,646,033,549	$ 1,403,778,976	$ 1,149,565,914
Expenditures	1,823,470,906	1,450,989,502	1,266,695,351	1,057,747,424
Other uses and transfers out	9,156,409	3,353,446	4,093,398	14,808,419
Total outgo	1,832,627,315	1,454,342,948	1,270,788,749	1,072,555,843
Change in fund balance	$ (121,393,087)	$ 191,690,601	$ 132,990,227	$ 77,010,071
Ending fund balance	$ 432,480,777	$ 553,873,864	$ 362,183,263	$ 229,193,036
Available reserves	$ 124,986,770	$ 132,954,758	$ 134,741,791	$ 113,741,043
Designated for economic uncertainties	$ 124,986,770	$ 132,954,758	$ 134,741,791	$ 113,741,043
Undesignated fund balance	$ -	$ -	$ -	$ -
Available reserves as percentages of total outgo	6.82%	9.14%	10.60%	10.60%
All Funds				
Total long-term liabilities	$ 2,425,195,614	$ 2,463,790,214	$ 2,343,010,766	$ 3,089,663,080
Average daily attendance at P-2	63,735	62,383	59,003	66,904

The fund balance of the General Fund has increased by $401,690,899 over the past three years. The fiscal year 2023-2024 budget projects a deficit of $121,393,087. For a district this size, the State of California recommends available reserves of at least 2% of total General Fund expenditures, transfers out, and other uses be maintained. For the year ended June 30, 2023, the District has met this requirement.

The District has incurred operating surpluses in each of the past three years, but anticipates an operating deficit in fiscal year 2023-2024.

Total long-term liabilities have decreased by $625,872,866 over the past two years, as shown in Note 6 to the basic financial statements.

Average daily attendance has decreased 4,521 over the past two years. An increase of 1,352 ADA is projected for the 2023-2024 fiscal year.

FRESNO UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHARTER SCHOOLS
For the year ended June 30, 2023

Charter Schools Chartered by District	Charter #	Included in District Financial Statements, or Separate report
Aspen Meadow Public	1792	Separate Report
Carter G. Woodson Public Charter	0378	Separate Report
Morris E. Dailey Charter Elementary	1172	Separate Report
Sierra Charter	0898	Separate Report
School of Unlimited Learning	0149	Separate Report
University High	0890	Separate Report
Aspen Valley Prep Academy	0662	Separate Report
Endeavor Charter School	2099	Separate Report
Aspen Ridge Public School	2115	Separate Report
The Golden Charter Academy	2113	Separate Report

NOTE 1- PURPOSE OF SCHEDULES

A - Schedule of Average Daily Attendance:

Average daily attendance is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

B - Schedule of Instructional Time:

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the District, and whether the District complied with the provisions of Education Code Sections 46201 through 46206.

C - Schedule of Expenditures of Federal Awards:

The Schedule of Expenditures of Federal Awards includes the federal award activity of Fresno Unified School District, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. As a sub- recipient of the State of California the District is using the approved indirect cost rate provided by the California Department of Education rather than the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures and Change in Fund Balances and the related expenditures reported on the Schedule of Expenditures of Federal Awards:

Description	AL Number	Amount
Total Federal revenues, Statement of Revenues, Expenditures and Change in Fund Balances		$ 325,929,386
Add:		
COVID-19: Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) act funds expended from prior year awards.	93.575	141,696
Child Nutrition: CACFP Claims not yet reimbursed.	10.558	898,819
COVID-19: Child Development: ARP Preschool Program expended from prior year awards.	93.575	57,552
Total Schedule of Expenditure of Federal Awards		$ 327,027,453

(Continued)

NOTE 1- PURPOSE OF SCHEDULES (Continued)

D - Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements:

This schedule provides the information necessary to reconcile the fund balances of all funds and the total long-term liabilities as reported on the Unaudited Actual Financial Report to the audited financial statements.

E - Schedule of Financial Trends and Analysis – Unaudited:

This schedule provides information on the District's financial condition over the past three years and its anticipated condition for the 2023-2024 fiscal year, as required by the State Controller's Office. The information in this schedule has been derived from audited information.

F - Schedule of Charter Schools:

This schedule provides information for the California Department of Education to monitor financial reporting by Charter Schools.

NOTE 2 - EARLY RETIREMENT INCENTIVE PROGRAM

Education Code Section 14502 requires certain disclosure in the financial statements of districts which adopt Early Retirement Incentive Programs pursuant to Education Code Section 22714 and 44929. For the fiscal year ended June 30, 2023, the District did not adopt such a program.

Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Audit Committee
Fresno Unified School District
Fresno, California

Report on Compliance

Opinion on State Compliance

We have audited Fresno Unified School District's (the District) compliance with the requirements specified in the State of California *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the District's state program requirements identified below for the year ended June 30, 2023.

In our opinion, the District complied, in all material respects, with the compliance requirements that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2023.

Basis for Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's state programs.

(Continued)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the District's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

2022-23 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other than Charter Schools:	
A. Attendance	Yes
B. Teacher Certification and Misassignments	Yes
C. Kindergarten Continuance	Yes
D. Independent Study	Yes
E. Continuation Education	Yes
F. Instructional Time	Yes
G. Instructional Materials	Yes
H. Ratio of Administrative Employees to Teachers	Yes
I. Classroom Teacher Salaries	Yes
J. Early Retirement Incentive	N/A, see below
K. Gann Limit Calculation	Yes
L. School Accountability Report Card	Yes
M. Juvenile Court Schools	N/A, see below
N. Middle or Early College High Schools	Yes
O. K-3 Grade Span Adjustment	Yes
P. Transportation Maintenance of Effort	Yes
Q. Apprenticeship: Related and Supplemental Instruction	Yes
R. Comprehensive School Safety Plan	Yes
S. District of Choice	N/A, see below
TT. Home to School Transportation Reimbursement	Yes
UU. Independent Study Certification for ADA Loss Mitigation	Yes

(Continued)

School Districts, County Offices of Education, and Charter Schools:	
T. California Clean Energy Jobs Act	Yes
U. After/Before School Education and Safety Program	Yes
V. Proper Expenditure of Education Protection Account Funds	Yes
W. Unduplicated Local Control Funding Formula Pupil Counts	Yes
X. Local Control and Accountability Plan	Yes
Y. Independent Study – Course-Based	Yes
Z. Immunizations	N/A, see below
AZ. Educator Effectiveness	Yes
BZ. Expanded Learning Opportunities Grant (ELO-G)	N/A, see below
CZ. Career Technical Education Incentive Grant	Yes
EZ. Transitional Kindergarten	Yes
Charter Schools:	
AA. Attendance	N/A, see below
BB. Mode of Instruction	N/A, see below
CC. Nonclassroom-Based Instruction/Independent Study	N/A, see below
DD. Determination of Funding for Nonclassroom-Based Instruction	N/A, see below
EE. Annual Instructional Minutes-Classroom Based	N/A, see below
FF. Charter School Facility Grant Program	N/A, see below

The District did not offer an Early Retirement Incentive Program during the current audit year; therefore, we did not perform procedures related to the Early Retirement Incentive Program.

The District does not operate any Juvenile Court Schools; therefore, we did not perform procedures related to Juvenile Court Schools.

The District was not identified as a District of Choice by the California Department of Education; therefore, we did not perform any procedures related to District of Choice.

The District's schools submitted timely immunization assessment reports to the California Department of Public Health; therefore, we did not perform any procedures related to Immunizations program.

The District did not report any Expanded Learning Opportunities Grant (ELO-G) expenditures during the current audit year; therefore, we did not perform any procedures related to Expanded Learning Opportunities Grant (ELO-G).

The District did not include any charter schools in this report; therefore, we did not perform any procedures related to Charter Schools.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matter

The results of our auditing procedures disclosed an instance of noncompliance regarding After/Before School Education and Safety Program, which is described in the accompanying Schedule of Findings and Questioned Costs as Finding 2023-001.

The District's response to the noncompliance finding identified in our audit is included in the accompanying Schedule of Audit Findings and Questioned Costs. The District's response was not subjected to the auditing procedures applied in the audit of State Compliance and, accordingly, we express no opinion on it.

(Continued)

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
November 29, 2023

Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Audit Committee
Fresno Unified School District
Fresno, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Fresno Unified School District as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Fresno Unified School District's basic financial statements, and have issued our report thereon dated November 29, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Fresno Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Fresno Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Fresno Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

(Continued)

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Fresno Unified School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
November 29, 2023

Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE UNIFORM GUIDANCE

Audit Committee
Fresno Unified School District
Fresno, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Fresno Unified School District's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of Fresno Unified School District's major federal programs for the year ended June 30, 2023. Fresno Unified School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Fresno Unified School District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Fresno Unified School District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Fresno Unified School District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Fresno Unified School District's federal programs.

(Continued)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Fresno Unified School District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Fresno Unified School District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Fresno Unified School District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of Fresno Unified School District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Fresno Unified School District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

(Continued)

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
November 29, 2023

FINDINGS AND RECOMMENDATIONS

SECTION I - SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified		
Internal control over financial reporting:			
Material weakness(es) identified?	____ Yes	X No	
Significant deficiency(ies) identified not considered to be material weakness(es)?	____ Yes	X None reported	
Noncompliance material to financial statements noted?	____ Yes	X No	

FEDERAL AWARDS

Internal control over major programs:			
Material weakness(es) identified?	____ Yes	X No	
Significant deficiency(ies) identified not considered to be material weakness(es)?	____ Yes	X None reported	
Type of auditors' report issued on compliance for major programs:	Unmodified		
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ Yes	X No	

Identification of major programs:

AL Number(s)	Name of Federal Program or Cluster
84.027, 84,173, 84.027A, 84.173A	Special Education Cluster
84.425, 84.425C, 84.425U	COVID-19: ESF Programs
10.555, 10.582	Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs:	$3,000,000		
Auditee qualified as low-risk auditee?	X Yes	____ No	

STATE AWARDS

Type of auditors' report issued on compliance for state programs:	Unmodified		

(Continued)

SECTION II - FINANCIAL STATEMENT FINDINGS

No matters were noted.

(Continued)

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were noted.

(Continued)

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

2023-001 STATE COMPLIANCE - AFTER SCHOOL EDUCATION AND SAFETY (40000)

Criteria: Attendance Accounting and Reporting in California Public Schools, Title 5, CCR, Section 401 and 421(b) and Education Code Section 44809 - Each LEA must develop and maintain accurate and adequate records to support the attendance reported to the State.

Condition: Of the four sites selected for testing for the After School Education and Safety (ASES) Program, audit procedures identified that two of the sites attendance reporting included differences between the supporting documentation of pupil count attendance versus the reported counts. The net impact was an overstatement of 2 days of attendance for the ASES program.

Context: We performed the audit procedures enumerated in the State of California *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* and identified the finding described above.

Effect: The effect of this finding is an overstatement of 2 days of attendance for the District's ASES program.

Cause: The errors were the result of clerical errors in accounting for attendance.

Fiscal Impact: Not determinable.

Recommendation: The District should enforce controls to ensure accurate accounting for attendance.

Views of Responsible Officials and Planned Corrective Actions: The District’s Extended Learning Team will provide annual training to retrain all after school staff, responsible for attendance accounting, on attendance procedures and reporting using the Fresno Unified Extended Learning Site Lead Manual. Managers from the Extended Learning Team will conduct random site visits throughout the school year to verify accurate reporting.

STATUS OF PRIOR YEAR
FINDINGS AND RECOMMENDATIONS

2022-001 STATE COMPLIANCE - ATTENDANCE REPORTING (10000)

Condition: A cumulative total of four students were improperly claimed for apportionment at Rowell Elementary School, Susan B. Anthony Elementary School, and Edison Computech Middle School, for a total overstatement of one day each, resulting in a calculated overstatement 0.01 ADA for each student.

Recommendation: The District should enforce established internal controls over attendance accounting and reporting, to ensure accurate accounting for attendance.

Current Status: Implemented

District Explanation if Not Implemented: Not applicable.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM B-44

AGENDA SECTION: B
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Discuss and Approve the 2023/24 First Interim Financial Report

ITEM DESCRIPTION: Included in the Board binders is the 2023/24 First Interim Financial Report for Fresno Unified School District. California school districts are required to approve interim financial reports twice each fiscal year. The Fresno Unified School District 2023/24 First Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on October 31, 2023, year-to-date revenue and expenditures as required by state law.

FINANCIAL SUMMARY: A positive certification reflects that the district's projected reserve for 2023/24 at $125.33 million exceeds the minimum required reserve for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. The support material reflects a multi-year projected budget for the Unrestricted General Fund and utilizes the State assumptions developed by the California County Superintendents Educational Services Association.

PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

SUPERINTENDENT APPROVAL:

Fresno Unified School District

Agenda Item B-44



First Interim Financial Report 2023/24

December 06, 2023

Overview

Summary:

- *Budget to actual report based on year-to-date results*
- *Positive Certification of the district's financial condition*

Items to Review:

- Financial Reporting Timelines
- First Interim 2023/24 – Certification
- First Interim 2023/24 – Current Year Revenues and Expenses
- Multi-Year Projection Assumptions for 2024/25 and 2025/26

Financial Reporting Timelines

State Financial Reports

- ❑ Adopted Budget – June 30
- ❑ First Interim – December 15
- ❑ Second Interim – March 15
- ❑ Unaudited Actuals – September 15
- ❑ Independent Audit – December 15

Local Financial Reports

- ❑ First Budget Revision – typically by October 15
  - Recognize actual beginning balances and carryover
- ❑ Other Budget Revisions as necessary
  - Usually follows Interim Reports

First Interim 2023/24 – Certification

Submitting a Positive Certification for

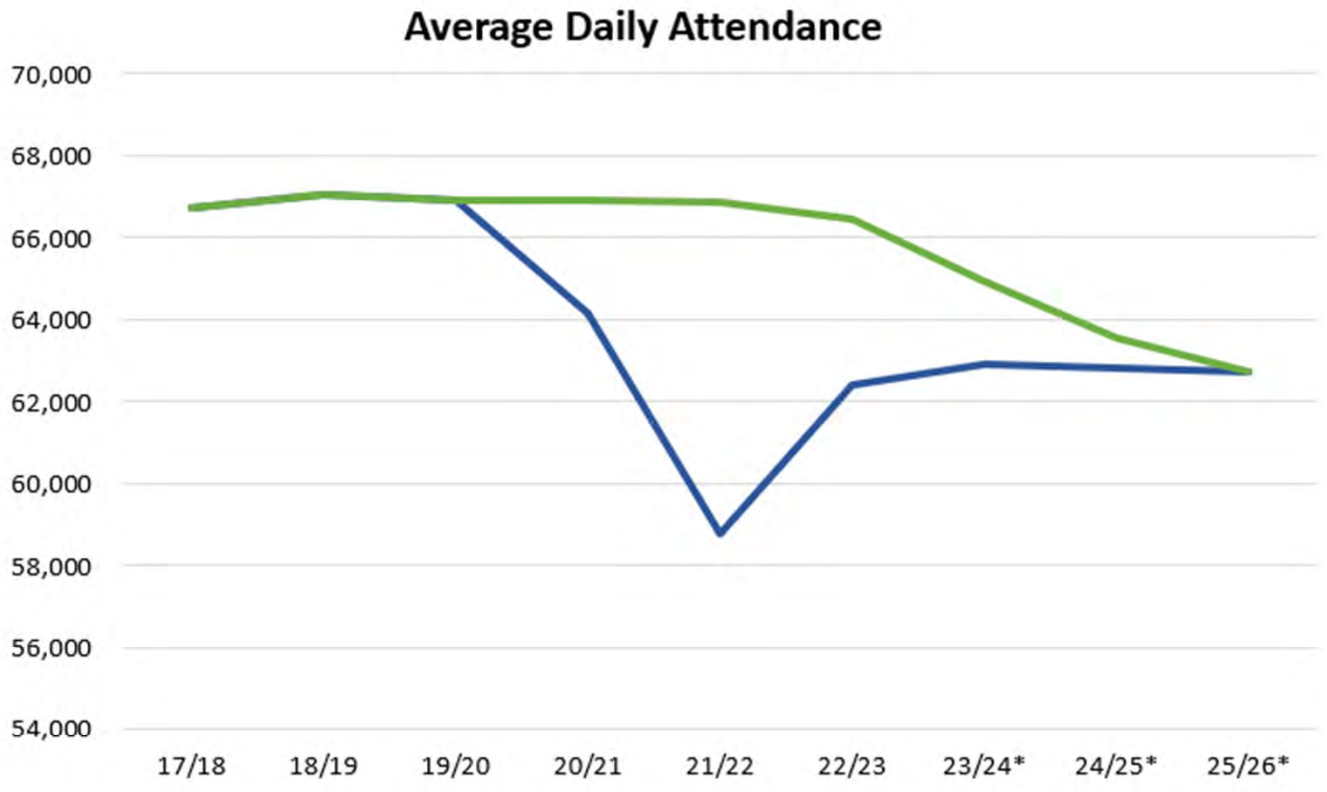
First Interim 2023/24

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance

First Interim 2023/24 – Current Year Revenues

- Local Control Funding Formula (LCFF)
  - Funded on 3-prior year average of Average Daily Attendance (ADA)
  - 2023/24 final ADA increased, and kindergarten expansion recognized an increase – $ 2.0 million
  - Monitoring 2023/24 ADA – estimate 92% attendance rate
- Medi-Cal Reimbursements
  - Prior year revenue reduces contribution – $1.6 million

Average Dailey Attendance



	17/18	18/19	19/20	20/21	21/22	22/23	23/24*	24/25*	25/26*
Funded ADA	66,714	67,045	66,930	66,930	66,879	66,444	64,937	63,546	62,710
Actual ADA	66,714	67,045	66,930	64,154	58,759	62,395	62,893	62,817	62,725
ADA Rate	94.4%	94.8%	94.5%	92.0%	84.5%	90.0%	92.0%	92.0%	92.0%

First Interim 2023/24 – Current Year Expenses

- Captured Savings where appropriate
  - Salaries and Benefits – $6.2 million
    - $1.6 million in Teacher Salaries
- Salary and Benefits per Collective Bargaining Agreement
  - 8.5% ongoing salary increase (increase from adopted budget of 4%) – ($29.7 million)
  - Reduction in Heath Contribution from $24,370 to $22,000 per active health participant – $17.5 million
- Supplies, Services, Capital Outlay – $6.1 million
  - Transportation – $1.7 million
  - Laptop Connectivity grant (one-time) – $1.5 million
  - Maintenance – $1.1 million
  - Saturday Academy – $0.5 million
  - School Sites and Departments – $1.3 million
  - Supplemental and Concentration one-time – $4.5 million
- Board Approved Assigned Funds
  - Lawson software upgrade – $2.5 million
  - District and Association Labor Management Partnership – $0.8 million
- Board Approved Committed Funds
  - Future Textbook Adoption – $31.5 million
  - Pandemic Learning and Recovery – $122.4 million

Multi-Year Projections

❑ Multi-Year Assumptions

- LCFF
  - 2024/25 – 3.94% COLA
  - 2025/26 – 3.29% COLA
- Increase contribution to STRS and PERS per statute
  - 2024/25 – $1.4 million
  - 2025/26 – $0.9 million
- Health and Welfare remains status quo for 2024/25 and 2025/26
- Workers' Compensation rate at 90% through 2025/26
  - Reduce rate in 2024/25 from 1.30% to 0.70%

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%

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 – 27.700%*
- 2025/26 – 28.300%*

**Estimated rates provided by CalPERS*

Multi-Year Projections (in millions)

	Projected 2023/24	Projected 2024/25	Projected 2025/26
Ongoing Funds:			
Revenues	$1,051.03	$1,070.02	$1,089.98
Expenses, Sources/Uses	$1,058.82	$1,093.92	$1,133.26
Ongoing Net Change in Fund Balance	($7.79)	($23.90)	($43.28)
One-Time Funds:			
One-Time Revenues	$0.00	$0.00	$0.00
One-Time Expenses	$32.81	$54.00	$43.80
One-Time State and Federal Recovery Funds	$261.10	$0.00	$0.00
One-Time State and Federal Recovery Expenses	$261.10	$0.00	$0.00
One-Time Net Change in Fund Balance	($32.81)	($54.00)	($43.80)
Total Unrestricted General Fund:			
Beginning Balance	$328.39	$287.79	$209.89
Ending Balance	**$287.79**	**$209.89**	**$122.81**
Cash, Inventory, Prepaid Assets	$5.26	$5.26	$5.26
Committed for Future Textbook Adoption	$31.50	$15.00	$6.20
Committed Pandemic Learning and Recovery	$122.40	$62.42	$27.42
Reserve for One-Time Expenses and Carryover	$3.30	$0.80	$0.80
Net Unrestricted General Fund Balance:	**$125.33**	**$126.41**	**$83.13**
Change in Reserve	***($7.63)***	***$1.08***	***($43.28)***
Reserve level	**6.98%**	**7.74%**	**5.09%**

First Interim 2023/24 – Summary

- ❑ Captured Savings from current year expenditures
- ❑ Revised Multi-Year Projections
- ❑ **Resulting "Positive Certification"**
- ❑ **Staff Recommends Approval of the 2023/24 First Interim Financial Report**

	Projected 2023/24	Projected 2024/25	Projected 2025/26
Ongoing Funds:			
Revenues	$1,051.03	$1,070.02	$1,089.98
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Net Unrestricted General Fund Balance:	**$125.33**	**$126.41**	**$83.13**
Change in Reserve	***($7.63)***	***$1.08***	***($43.28)***
Reserve level	**6.98%**	**7.74%**	**5.09%**

State Financial Reporting Requirements

The state requires school districts to submit interim financial reports twice a year. The First Interim is due by December 15 and the Second Interim by March 15. With these reports, school districts must certify their financial status for the current and two subsequent fiscal years. The certification status is classified as follows:

- Positive – will meet its reserve requirement and have a positive cash balance
- Qualified – may not meet its reserve requirement and/or may not have a positive cash balance
- Negative – will not meet its reserve requirement and will not have a positive cash balance

Fresno Unified School District has maintained a positive certification since 2006. However, a school district with a qualified or negative certification loses some of its financial autonomy. The district's collective bargaining agreements are subject to County Office scrutiny prior to board approval and the district is prohibited from incurring specific non-voter-approved financial obligations. In addition, qualified or negatively certified school districts must complete a Third Interim Report by June 1st.

Fresno County Superintendent of Schools (FCSS) First Interim Memo to School Districts

The FCSS provided guidance in October that outlined the assumptions school districts should follow while preparing their First Interim reports which includes:

- ✓ The major K-12 funding provisions included in the 2023/24 state budget:
  - Future year funded cost-of-living adjustment (COLA) remained the same as was presented in the 2023/24 Adopted Budget at 8.22%; 2024/25 at 3.94%; and 2025/26 at 3.29%
  - "Local Educational Agencies (LEA) should be aware that the state faces potential revenue shortfalls and budget deficits that could result in further cuts to education spending"
  - The Legislative Analyst's Office is showing the 2024-25 Cost-of-Living Adjustment (COLA) as a downward trend toward 2% based on five out of the eight data points used to calculate the statutory COLA"
  - "LEA's face near and long-term challenges, including risks to the state revenue forecast, reduced ADA because of COVID-19 related student absences, cost pressures, expiring one-time COVID-19 relief funds, and declining enrollment"
  - "It is crucial that LEAs continuously assess their individual situations, and develop comprehensive plans that maintain their fiscal solvency and preserve the integrity of their educational programs"
  - "Language was added to clarify that the new early enrollment Transitional Kindergarten are specific to individual classrooms, rather than averaged across each school site like the other TK requirements"
  - "Proposition 28 mandates the annual allocation of 1% of Proposition 98 funding for arts and music instruction. However, given that LEA and school site allocations are not yet known, LEAs should continue to exercise caution in planning for the use of these funds"
  - "A new program called the Equity Multiplier to allocate to LEA's for schools meeting specific criteria: School's eligibility for Equity Multiplier funds may change from year to year based on fluctuations in their nonstability rate and/or their socioeconomically disadvantaged pupil rate which will be published in early 2024"
  - "The State Budget mandates several revisions to the Local Control and Accountability Plan (LCAP) template and its instructions. State Board of Education is expected to formally adopt the revised template at their November 2023 meeting"
- ✓ The CalSTRS employer contribution rates remained the same in 2023/24, 2024/25 and 2025/26 at 19.10%
- ✓ The CalPERS employer contribution rates remained the same in 2023/24 at 26.68%, 27.70% in 2024/25 and 28.30% in 2025/26

Rationale for Positive Certification Status

Staff recommends a positive certification status.
For purposes of this memo and analysis, the assumptions utilized include the provisions outlined in the FCSS memo. Also included are local assumptions related to recovery from COVID-19, changes in benefit rates, indirect rates, and contingency language. After consideration of these factors, the Multi-Year Report indicates that the district will maintain its required reserve and will maintain a positive cash balance.

Current and Future Year Factors

1. **Local Control Funding Formula (LCFF) for 2023/24**
   The LCFF recognizes prior year calendar maximization of ADA and adjustment to actual kindergarten add-on, a net increase of $2.0 million.

2. **Salary and Benefits**
   Included in the First Interim are increased savings in the Unrestricted General Fund of $6.2 million in salaries and benefits based on year-to-date expenditures compared to historic averages.
   - Teacher salaries of $1.6 million, in which 50% will be reserved to support District and Association Labor Management Partnership
   - In addition, the first interim recognizes a shift of teacher salaries from the unrestricted general fund to special education restricted fund to recognize fall teacher leveling to adjust class size. A transfer of $1.4 million in teacher salaries and $1.1 million in classified support and benefits from unrestricted general fund to special education

3. **Salary Negotiations**
   Included in the First Interim is the most recent settlement with the Fresno Teachers Association which included an increase of salary increases from 2023/24 Adopted Budget of 4.0% to 8.5% and offset by a reduction in health contributions from $24,370 per active participant to $22,000 per active participant, a net increase of $12.2 million.

4. **Supplies, Services and Capital Outlay**
   Included in the First Interim are savings in the area of supplies, services and capital outlay of approximately $6.1 million primarily in the following areas:
   - Special Education Transportation $ 1.7 million
   - Laptop connectivity increased grant (one-time) $ 1.5 million
   - Maintenance contracts $ 1.1 million
   - Saturday Academy $ 0.5 million
   - School sites and departments $ 1.3 million

5. **Contributions**
   Medi-Cal received prior year revenue of $3.0 million in which $1.6 million will offset the current year contribution.

6. Board of Education Designated Funds

At the June 21, 2023 and October 18, 2023 Board of Education meetings, one-time expenditures and carryover of one-time funds were approved. These items total approximately $37.3 million.

Assigned Fund Balance

The First Interim projects $32.8 million will be expended in 2023/24 in the following main areas:

o Supplemental and Concentration carryover	$ 7.9 million
o Maintenance and Operations	$ 6.1 million
o Education/Fulton upgrades	$ 5.0 million
o Work Stoppage	$ 2.4 million
o Nutrition Services equipment	$ 2.0 million
o Transportation equipment	$ 1.9 million
o Security	$ 1.3 million
o Restroom renovation	$ 1.2 million
o Financial upgrade	$ 1.1 million
o School Site and Department allocations	$ 3.3 million

In addition, the remaining $5.1 million will be recognized as one-time savings for reduction in actual supplemental and concentration carryover of $4.5 million and $600,000 in work stoppage allocations for health and security support.

Committed Fund Balance	2024/25	2025/26
• Future Textbook Adoptions	$15.0 million	$ 6.2 million
• Pandemic Learning and Recovery	$62.4million	$27.4 million

Assigned Fund Balance	2024/25
• Lawson software upgrade	$ 2.5 million
• District and Association Labor Management Partnership	$ 0.8 million

7. Fair Value Adjustments

GASB Statement No. 31 requires government agencies to record the fair value of investments held by governmental external investment pools to record any unrealized gains/losses to revenue. The Fresno County investment pool reported unrealized losses of (4.54%) as of June 30, 2023. As a result, the district recognized a decrease in the fair value adjustments to cash in county treasury which resulted in an unrealized loss of $28.5 million in the General Fund. As of September 30, 2023, the Fresno County investment pool reported unrealized losses to revenue of (5.14%). Staff will continue to monitor the investment reports. At this time, the First Interim does not recognize any adjustments.

8. **Local Control Funding Formula (LCFF) for 2024/25 and 2025/26**
   The multi-year projections include LCFF funding at the levels mentioned earlier in the report, resulting in an increase for 2024/25 and 205/26 of $18.9 million and $20.0 million, respectively. In addition, the 2024/25 is the last year to receive the 3-year prior year ADA due to the pandemic. The overall Average Daily Attendance (ADA) has decreased from 2019/20 of 66,900 ADA to 2023/24 projected ADA of 62,900.

9. **CalSTRS and CalPERS for 2024/25 and 2025/26**
   The multi-year projections include funding employer costs for CalSTRS and CalPERS at the levels mentioned earlier in the report, an increase for the General Fund of $1.4 million in 2024/25, and $900,000 in 2025/26.

10. **Health Contribution for 2024/25 and 2025/26**
    In accordance with the current employee bargaining agreements, the district's contribution to the Health Fund for 2023/24 adopted budget increased by $1,355 over 2022/23 to $24,370. Subsequently, due to labor negotiations, the rate will remain at $22,000 through 2025/26.

11. **Workers' Compensation for 2024/25 and 2025/26**
    The multi-year projection reduces the Workers' Compensation rate from 1.15% to 0.70% and the reserve level of 85% through 2025/26. The reduced rate decreases cost by approximately $3.4 million.

12. **Indirect Rate for 2024/25 and 2025/26**
    The 2022/23 Unaudited Actual Financial Report projected the 2024/25 indirect rate at 3.34%. The multi-year projection assumes this rate through 2025/26.

13. **Contributions for 2024/25 and 2025/26**
    Contributions for Special Education and Routine Restricted Maintenance are projected to increase in the multi-year by $5.4 million for 2024/25, and $5.3 million for 2025/26.

14. **Other Post-Employment Benefits (OPEB)**
    The multi-year projection includes a $1.5 million contribution from the Unrestricted General Fund for all years. Additionally, $2.0 million is contributed from the Health Fund for a total of $3.5 million annually. The OPEB reserve is estimated at $75.1 million as of June 30, 2024.

Conclusion

A summary of all budgets is reflected in the attached state report. Staff recommends the Board approve the 2023/24 First Interim Financial Report with a positive certification as presented.

Attachments:

State 2023/24 First Interim Financial Report

Fresno Unified School District
2023/24 First Interim

Fund Name	Actual Beginning Balance	Projected Revenues	Projected Expenditures	Projected Other Financing Sources	Projected Ending Fund Balance
General Fund Unrestricted	$ 328,389,749	$ 1,051,004,442	$ 947,171,140	$ (144,433,661)	$ 287,789,390
General Fund Restricted	$ 233,156,056	$ 648,523,756	$ 843,766,743	$ 142,963,661	$ 180,876,730
Total General Fund	**$ 561,545,805**	**$ 1,699,528,198**	**$ 1,790,937,883**	**$ (1,470,000)**	**$ 468,666,120**
Associated Student Body	$ 2,707,575	$ 3,329,372	$ 3,067,594	$ -	$ 2,969,353
Adult Education Fund	$ 1,403,889	$ 7,968,156	$ 8,276,963	$ -	$ 1,095,082
Child Development Fund	$ 713,448	$ 37,374,206	$ 38,087,654	$ -	$ (0)
Cafeteria Fund	$ 20,535,162	$ 66,792,490	$ 66,152,871	$ -	$ 21,174,781
Deferred Maintenance Fund	$ -	$ 2,904	$ 6,302,235	$ 6,299,331	$ -
Adult Education Building Fund	$ 1,909,100	$ 30,000	$ 250,000	$ -	$ 1,689,100
Measure X Series C Building Fund	$ -	$ -	$ -	$ -	$ -
Measure X Series D Building Fund	$ 18,763,212	$ 412,603	$ 23,000	$ (16,640,811)	$ 2,512,004
Measure M Series A Building Fund	$ 3,514,755	$ 118,000	$ -	$ (3,632,754)	$ 1
Measure M Series B Building Fund	$ 121,642,213	$ 2,045,483	$ -	$ (49,280,472)	$ 74,407,224
Total Building Funds	**$ 145,829,279**	**$ 2,606,086**	**$ 273,000**	**$ (69,554,037)**	**$ 78,608,328**
Capital Facilities Fund	$ 3,422,208	$ 1,944,708	$ 176,941	$ (30,000)	$ 5,159,975
County School Facility Fund	$ 50,117,062	$ 491,811	$ 69,496,870	$ 63,254,706	$ 44,366,709
Special Reserve for Capital Outlay	$ 2,751,661	$ 40,000	$ 871,431	$ -	$ 1,920,230
Total Bond Int and Redemption	$ 120,327,313	$ 58,724,704	$ 61,481,209	$ -	$ 117,570,808
Health Fund	$ 99,508,174	$ 241,857,877	$ 195,383,580	$ (2,000,000)	$ 143,982,471
Liability Fund	$ 1,404,952	$ 8,992,846	$ 8,008,987	$ -	$ 2,388,811
Workers' Compensation Fund	$ 1,944,940	$ 10,609,305	$ 11,507,073	$ -	$ 1,047,172
Defined Benefits Fund	$ 11,001,939	$ 1,671,220	$ 1,300,000	$ -	$ 11,373,159
Total Internal Service Funds	**$ 113,860,005**	**$ 263,131,248**	**$ 216,199,640**	**$ (2,000,000)**	**$ 158,791,613**
Post Retirement Fund	$ 69,772,872	$ 2,000,000	$ 150,000	$ 3,500,000	$ 75,122,872
TOTALS	**$ 1,092,986,277**	**$ 2,143,933,883**	**$ 2,261,474,291**	**$ -**	**$ 975,445,869**

Charter Schools	Actual Beginning Balance	Projected Revenues	Projected Expenditures	Projected Ending Fund Balance	Projected ADA
Aspen Meadow Charter	$ 390,833	$ 6,114,126	$ 5,817,091	$ 687,868	277
Aspen Ridge Public School	$ 213,524	$ 4,147,800	$ 3,662,977	$ 698,347	200
Aspen Valley Prep	$ 2,788,916	$ 6,291,810	$ 6,289,301	$ 2,791,425	326
Carter G Woodson Charter	$ 2,205,723	$ 6,501,121	$ 6,342,175	$ 2,364,669	315
Endeavor Charter School	$ 1,769,546	$ 4,437,608	$ 3,813,577	$ 2,393,577	321
Golden Charter Academy	$ 927,989	$ 6,652,246	$ 5,790,592	$ 1,789,643	290
Morris E Dailey Charter	$ 6,453,715	$ 4,064,599	$ 6,206,006	$ 4,312,308	296
School of Unlimited Learning	$ 1,672,521	$ 3,396,909	$ 3,396,909	$ 1,672,521	185
Sierra Charter	$ 4,112,989	$ 6,033,198	$ 5,897,817	$ 4,248,370	340
University High	$ 4,350,289	$ 6,844,251	$ 5,929,970	$ 5,264,570	463

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For: 2023-24 Original Budget	2023-24 Board Approved Operating Budget	2023-24 Actuals to Date	2023-24 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
08I	Student Activity Special Revenue Fund	G	G	G	G
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund	G	G	G	G
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects	G	G	G	G
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund	G	G	G	G
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet	S	S	S	S
MYPI	Multiyear Projections - General Fund	S	S	S	GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review	S	S	S	S

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	1,010,168,593.00	1,010,168,593.00	75,625,851.85	1,012,225,789.00	2,057,196.00	0.2%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	19,968,032.00	24,699,003.00	985,072.00	25,053,836.00	354,833.00	1.4%
4) Other Local Revenue		8600-8799	14,722,410.00	14,722,410.00	(4,452,615.60)	13,724,817.00	(997,593.00)	-6.8%
5) TOTAL, REVENUES			1,044,859,035.00	1,049,590,006.00	72,158,308.25	1,051,004,442.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	398,151,459.00	399,050,128.00	122,373,076.37	410,283,250.00	(11,233,122.00)	-2.8%
2) Classified Salaries		2000-2999	124,039,668.00	124,975,164.00	35,498,823.27	127,457,860.00	(2,482,696.00)	-2.0%
3) Employee Benefits		3000-3999	263,121,102.00	263,695,989.00	62,146,028.60	253,279,074.00	10,416,915.00	4.0%
4) Books and Supplies		4000-4999	45,660,116.00	48,476,685.29	11,603,857.95	46,801,631.00	1,675,054.29	3.5%
5) Services and Other Operating Expenditures		5000-5999	111,201,431.00	113,054,479.71	25,374,933.13	105,049,306.00	8,005,173.71	7.1%
6) Capital Outlay		6000-6999	26,406,181.00	25,826,588.00	5,033,765.08	20,974,040.00	4,852,548.00	18.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,634,795.00	1,634,795.00	475,970.20	1,634,140.00	655.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(17,237,361.00)	(18,202,726.00)	(9,081.27)	(18,308,161.00)	105,435.00	-0.6%
9) TOTAL, EXPENDITURES			952,977,391.00	958,511,103.00	262,497,373.33	947,171,140.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			91,881,644.00	91,078,903.00	(190,339,065.08)	103,833,302.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
b) Transfers Out		7600-7629	1,500,000.00	1,500,000.00	375,000.00	1,500,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(129,564,143.00)	(136,996,805.00)	0.00	(142,963,661.00)	(5,966,856.00)	4.4%
4) TOTAL, OTHER FINANCING SOURCES/USES			(131,034,143.00)	(138,466,805.00)	(375,000.00)	(144,433,661.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(39,152,499.00)	(47,387,902.00)	(190,714,065.08)	(40,600,359.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	335,466,971.14	328,389,749.07		328,389,749.07	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			335,466,971.14	328,389,749.07		328,389,749.07		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			335,466,971.14	328,389,749.07		328,389,749.07		
2) Ending Balance, June 30 (E + F1e)			296,314,472.14	281,001,847.07		287,789,390.07		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	70,049.65	43,533.66		43,533.66		
Stores		9712	2,670,900.59	3,028,901.01		3,028,901.01		
Prepaid Items		9713	1,812,090.52	2,189,659.34		2,189,659.34		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								

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Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	152,900,000.00	153,900,000.00		153,900,000.00		
Future Textbook Adoptions	0000	9760	*30,500,000.00*					
Pandemic Recovery	0000	9760	*122,400,000.00*					
Future Textbook Adoptions	0000	9760		*31,500,000.00*				
Pandemic Recovery	0000	9760		*122,400,000.00*				
Future Textbook Adoptions	0000	9760				*31,500,000.00*		
Pandemic Recovery	0000	9760				*122,400,000.00*		
d) Assigned								
Other Assignments		9780	0.00	0.00		3,300,000.00		
Upgrade Lawson Software	0000	9780				*2,500,000.00*		
District and Association Labor Management Partnership	0000	9780				*800,000.00*		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	138,861,431.38	121,839,753.06		125,327,296.06		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	722,674,307.00	722,674,307.00	74,386,678.00	725,799,789.00	3,125,482.00	0.4%
Education Protection Account State Aid - Current Year		8012	208,695,934.00	208,695,934.00	0.00	208,763,060.00	67,126.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(10,736.00)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	501,049.00	501,049.00	0.00	501,049.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	541,217.00	541,217.00	0.00	541,217.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	70,149,772.00	70,149,772.00	0.00	70,149,772.00	0.00	0.0%
Unsecured Roll Taxes		8042	3,428,699.00	3,428,699.00	203,337.68	3,428,699.00	0.00	0.0%
Prior Years' Taxes		8043	242,175.00	242,175.00	0.00	242,175.00	0.00	0.0%
Supplemental Taxes		8044	1,992,801.00	1,992,801.00	740,522.57	1,992,801.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(2,849,664.00)	(2,849,664.00)	0.00	(2,849,664.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	7,945,455.00	7,945,455.00	0.00	7,945,455.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			1,013,321,745.00	1,013,321,745.00	75,319,802.25	1,016,514,353.00	3,192,608.00	0.3%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(3,153,152.00)	(3,153,152.00)	306,049.60	(4,288,564.00)	(1,135,412.00)	36.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%

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TOTAL, LCFF SOURCES			1,010,168,593.00	1,010,168,593.00	75,625,851.85	1,012,225,789.00	2,057,196.00	0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	309,804.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	2,803,081.00	2,803,081.00	0.00	2,932,849.00	129,768.00	4.6%
Lottery - Unrestricted and Instructional Materials		8560	11,053,740.00	11,758,464.00	0.00	11,758,464.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						

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Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	6,111,211.00	10,137,458.00	675,268.00	10,362,523.00	225,065.00	2.2%
TOTAL, OTHER STATE REVENUE			19,968,032.00	24,699,003.00	985,072.00	25,053,836.00	354,833.00	1.4%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	42,527.00	42,527.00	0.00	42,527.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	385,000.00	385,000.00	63,195.03	379,862.00	(5,138.00)	-1.3%
Interest		8660	3,100,000.00	3,100,000.00	(3,867,548.71)	3,100,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	11,194,883.00	11,194,883.00	(648,261.92)	10,202,428.00	(992,455.00)	-8.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						

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From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			14,722,410.00	14,722,410.00	(4,452,615.60)	13,724,817.00	(997,593.00)	-6.8%
TOTAL, REVENUES			1,044,859,035.00	1,049,590,006.00	72,158,308.25	1,051,004,442.00	1,414,436.00	0.1%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	312,277,831.00	313,563,553.00	96,326,728.22	321,998,308.00	(8,434,755.00)	-2.7%
Certificated Pupil Support Salaries		1200	32,660,297.00	32,471,255.00	9,989,295.50	33,525,004.00	(1,053,749.00)	-3.2%
Certificated Supervisors' and Administrators' Salaries		1300	48,122,584.00	47,931,373.00	14,515,709.22	49,284,186.00	(1,352,813.00)	-2.8%
Other Certificated Salaries		1900	5,090,747.00	5,083,947.00	1,541,343.43	5,475,752.00	(391,805.00)	-7.7%
TOTAL, CERTIFICATED SALARIES			398,151,459.00	399,050,128.00	122,373,076.37	410,283,250.00	(11,233,122.00)	-2.8%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	6,350,349.00	6,340,847.00	1,574,618.03	6,754,582.00	(413,735.00)	-6.5%
Classified Support Salaries		2200	56,067,129.00	56,106,392.00	16,597,426.75	57,490,728.00	(1,384,336.00)	-2.5%
Classified Supervisors' and Administrators' Salaries		2300	20,690,441.00	21,632,194.00	5,818,415.94	22,159,001.00	(526,807.00)	-2.4%
Clerical, Technical and Office Salaries		2400	37,464,884.00	37,391,496.00	10,375,880.07	37,846,253.00	(454,757.00)	-1.2%
Other Classified Salaries		2900	3,466,865.00	3,504,235.00	1,132,482.48	3,207,296.00	296,939.00	8.5%
TOTAL, CLASSIFIED SALARIES			124,039,668.00	124,975,164.00	35,498,823.27	127,457,860.00	(2,482,696.00)	-2.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	74,608,247.00	75,031,222.00	21,677,794.98	76,922,935.00	(1,891,713.00)	-2.5%
PERS		3201-3202	29,530,526.00	29,525,893.00	7,937,382.41	30,977,161.00	(1,451,268.00)	-4.9%
OASDI/Medicare/Alternative		3301-3302	14,456,747.00	14,500,249.00	3,813,981.04	15,546,999.00	(1,046,750.00)	-7.2%
Health and Welfare Benefits		3401-3402	105,058,028.00	105,119,849.00	20,602,119.96	94,255,774.00	10,864,075.00	10.3%
Unemployment Insurance		3501-3502	371,633.00	375,154.00	80,944.32	259,920.00	115,234.00	30.7%
Workers' Compensation		3601-3602	6,741,524.00	6,768,737.00	1,722,731.09	6,882,435.00	(113,698.00)	-1.7%
OPEB, Allocated		3701-3702	31,933,949.00	31,954,364.00	6,153,275.73	28,055,715.00	3,898,649.00	12.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	420,448.00	420,521.00	157,799.07	378,135.00	42,386.00	10.1%
TOTAL, EMPLOYEE BENEFITS			263,121,102.00	263,695,989.00	62,146,028.60	253,279,074.00	10,416,915.00	4.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,653.00	1,653.00	(141,399.91)	0.00	1,653.00	100.0%
Books and Other Reference Materials		4200	2,080,055.00	2,283,675.30	307,106.24	1,814,270.00	469,405.30	20.6%
Materials and Supplies		4300	25,633,486.00	27,881,613.99	5,694,891.73	28,135,474.00	(253,860.01)	-0.9%
Noncapitalized Equipment		4400	17,705,361.00	18,040,182.00	5,738,419.84	16,648,922.00	1,391,260.00	7.7%
Food		4700	239,561.00	269,561.00	4,840.05	202,965.00	66,596.00	24.7%
TOTAL, BOOKS AND SUPPLIES			45,660,116.00	48,476,685.29	11,603,857.95	46,801,631.00	1,675,054.29	3.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	25,092,082.00	24,741,919.00	1,158,441.50	22,688,259.00	2,053,660.00	8.3%
Travel and Conferences		5200	2,076,668.00	2,072,086.00	266,064.69	1,450,980.00	621,106.00	30.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Dues and Memberships		5300	189,478.00	187,128.00	117,512.50	161,980.00	25,148.00	13.4%
Insurance		5400-5450	5,961,880.00	5,988,508.00	1,525,418.67	6,076,161.00	(87,653.00)	-1.5%
Operations and Housekeeping Services		5500	36,727,095.00	36,726,995.00	9,302,023.29	36,671,240.00	55,755.00	0.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	7,171,698.00	7,881,240.00	3,073,586.71	7,206,075.00	675,165.00	8.6%
Transfers of Direct Costs		5710	(1,748,097.00)	(1,815,292.00)	(182,539.64)	(3,746,298.00)	1,931,006.00	-106.4%
Transfers of Direct Costs - Interfund		5750	(328,916.00)	(286,221.00)	72,772.32	(95,459.00)	(190,762.00)	66.6%
Professional/Consulting Services and Operating Expenditures		5800	32,385,162.00	33,904,321.29	9,954,672.81	32,457,301.00	1,447,020.29	4.3%
Communications		5900	3,674,381.00	3,653,795.42	86,980.28	2,179,067.00	1,474,728.42	40.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			111,201,431.00	113,054,479.71	25,374,933.13	105,049,306.00	8,005,173.71	7.1%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	1,595,392.14	1,795,226.00	(1,795,226.00)	New
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	16,100,000.00	14,862,907.00	2,500,597.14	8,178,000.00	6,684,907.00	45.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	9,896,181.00	10,553,681.00	937,775.80	10,590,814.00	(37,133.00)	-0.4%
Equipment Replacement		6500	410,000.00	410,000.00	0.00	410,000.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			26,406,181.00	25,826,588.00	5,033,765.08	20,974,040.00	4,852,548.00	18.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	62,884.00	62,884.00	0.00	62,229.00	655.00	1.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	1,571,911.00	1,571,911.00	475,970.20	1,571,911.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,634,795.00	1,634,795.00	475,970.20	1,634,140.00	655.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(14,729,450.00)	(15,548,143.00)	(8,938.56)	(15,939,412.00)	391,269.00	-2.5%
Transfers of Indirect Costs - Interfund		7350	(2,507,911.00)	(2,654,583.00)	(142.71)	(2,368,749.00)	(285,834.00)	10.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(17,237,361.00)	(18,202,726.00)	(9,081.27)	(18,308,161.00)	105,435.00	-0.6%
TOTAL, EXPENDITURES			952,977,391.00	958,511,103.00	262,497,373.33	947,171,140.00	11,339,963.00	1.2%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,500,000.00	1,500,000.00	375,000.00	1,500,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,500,000.00	1,500,000.00	375,000.00	1,500,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(129,564,143.00)	(136,996,805.00)	0.00	(142,963,661.00)	(5,966,856.00)	4.4%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(129,564,143.00)	(136,996,805.00)	0.00	(142,963,661.00)	(5,966,856.00)	4.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(131,034,143.00)	(138,466,805.00)	(375,000.00)	(144,433,661.00)	(5,966,856.00)	4.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	369,696,729.00	383,348,022.00	(26,588,176.49)	367,083,029.00	(16,264,993.00)	-4.2%
3) Other State Revenue		8300-8599	278,197,303.00	282,428,414.00	18,061,039.80	265,638,878.00	(16,789,536.00)	-5.9%
4) Other Local Revenue		8600-8799	10,786,841.00	14,212,666.00	8,661,888.93	15,801,849.00	1,589,183.00	11.2%
5) TOTAL, REVENUES			658,680,873.00	679,989,102.00	134,752.24	648,523,756.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	157,345,108.00	152,799,326.00	37,619,911.71	146,604,259.00	6,195,067.00	4.1%
2) Classified Salaries		2000-2999	87,312,542.00	91,818,738.00	22,769,021.97	79,338,632.00	12,480,106.00	13.6%
3) Employee Benefits		3000-3999	218,820,181.00	218,900,714.00	25,847,494.71	205,611,115.00	13,289,599.00	6.1%
4) Books and Supplies		4000-4999	65,212,245.00	117,327,701.46	15,281,225.83	98,384,924.00	18,942,777.46	16.1%
5) Services and Other Operating Expenditures		5000-5999	99,888,167.00	126,918,116.54	25,044,825.40	122,456,852.00	4,461,264.54	3.5%
6) Capital Outlay		6000-6999	221,853,553.00	211,929,867.00	9,988,798.08	172,469,489.00	39,460,378.00	18.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,824,358.00	2,304,358.00	735,397.52	2,962,060.00	(657,702.00)	-28.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	14,729,450.00	15,548,143.00	8,938.56	15,939,412.00	(391,269.00)	-2.5%
9) TOTAL, EXPENDITURES			867,985,604.00	937,546,964.00	137,295,613.78	843,766,743.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(209,304,731.00)	(257,557,862.00)	(137,160,861.54)	(195,242,987.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	5,156,409.00	5,156,409.00	0.00	3,799,331.00	(1,357,078.00)	-26.3%
b) Transfers Out		7600-7629	7,656,409.00	7,656,409.00	0.00	3,799,331.00	3,857,078.00	50.4%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	129,564,143.00	136,996,805.00	0.00	142,963,661.00	5,966,856.00	4.4%
4) TOTAL, OTHER FINANCING SOURCES/USES			127,064,143.00	134,496,805.00	0.00	142,963,661.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(82,240,588.00)	(123,061,057.00)	(137,160,861.54)	(52,279,326.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	161,852,656.08	241,184,114.51		225,484,114.51	(15,700,000.00)	-6.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			161,852,656.08	241,184,114.51		225,484,114.51		
d) Other Restatements		9795	0.00	7,671,941.00		7,671,941.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			161,852,656.08	248,856,055.51		233,156,055.51		
2) Ending Balance, June 30 (E + F1e)			79,612,068.08	125,794,998.51		180,876,729.51		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	79,612,068.09	125,794,999.84		180,876,729.95		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	(.01)	(1.33)		(.44)		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	15,706,074.00	16,715,023.00	(13,669,372.25)	14,780,863.00	(1,934,160.00)	-11.6%
Special Education Discretionary Grants		8182	1,272,105.00	2,593,419.00	(1,703,608.76)	2,451,704.00	(141,715.00)	-5.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	691,150.00	723,354.00	(287,989.59)	722,200.00	(1,154.00)	-0.2%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	74,842,863.00	75,212,693.00	15,317,366.77	67,567,463.00	(7,645,230.00)	-10.2%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	8,497,253.00	6,623,595.00	2,082,085.73	6,549,603.00	(73,992.00)	-1.1%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	103,862.00	379.44	101,447.00	(2,415.00)	-2.3%
Title III, Part A, English Learner Program	4203	8290	2,231,411.00	2,843,931.00	818,946.58	1,888,107.00	(955,824.00)	-33.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	8,450,884.00	9,157,950.00	(3,464,898.44)	8,798,436.00	(359,514.00)	-3.9%
Career and Technical Education	3500-3599	8290	1,133,975.00	1,133,975.00	(550,079.52)	1,133,975.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	256,871,014.00	268,240,220.00	(25,131,006.45)	263,089,231.00	(5,150,989.00)	-1.9%
TOTAL, FEDERAL REVENUE			369,696,729.00	383,348,022.00	(26,588,176.49)	367,083,029.00	(16,264,993.00)	-4.2%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	64,225,263.00	64,138,464.00	6,333,658.00	63,336,587.00	(801,877.00)	-1.3%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	1,389,804.00	1,389,804.00	147,196.00	1,471,968.00	82,164.00	5.9%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	4,356,474.00	4,781,474.00	0.00	4,781,474.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	15,429,436.00	16,826,250.00	884,295.76	16,178,923.00	(647,327.00)	-3.8%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	6,278,848.00	6,544,764.00	2,112,342.60	3,532,998.00	(3,011,766.00)	-46.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	1,809,902.84	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	186,517,478.00	188,747,658.00	6,773,644.60	176,336,928.00	(12,410,730.00)	-6.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER STATE REVENUE			278,197,303.00	282,428,414.00	18,061,039.80	265,638,878.00	(16,789,536.00)	-5.9%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	944,720.00	2,777,678.00	1,832,957.44	1,284,440.00	(1,493,238.00)	-53.8%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	1,320,000.00	800,000.00	0.00	800,000.00	0.00	0.0%
All Other Local Revenue		8699	8,522,121.00	10,634,988.00	6,828,931.49	13,717,409.00	3,082,421.00	29.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			10,786,841.00	14,212,666.00	8,661,888.93	15,801,849.00	1,589,183.00	11.2%
TOTAL, REVENUES			658,680,873.00	679,989,102.00	134,752.24	648,523,756.00	(31,465,346.00)	-4.6%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	113,645,189.00	110,611,009.00	25,791,511.11	103,142,585.00	7,468,424.00	6.8%
Certificated Pupil Support Salaries		1200	16,115,116.00	16,218,452.00	4,829,515.44	17,299,719.00	(1,081,267.00)	-6.7%
Certificated Supervisors' and Administrators' Salaries		1300	13,059,429.00	11,412,300.00	3,164,922.96	12,507,318.00	(1,095,018.00)	-9.6%
Other Certificated Salaries		1900	14,525,374.00	14,557,565.00	3,833,962.20	13,654,637.00	902,928.00	6.2%
TOTAL, CERTIFICATED SALARIES			157,345,108.00	152,799,326.00	37,619,911.71	146,604,259.00	6,195,067.00	4.1%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	38,120,259.00	42,743,480.00	9,994,412.20	33,515,686.00	9,227,794.00	21.6%
Classified Support Salaries		2200	29,182,159.00	28,609,262.00	7,649,562.54	26,968,260.00	1,641,002.00	5.7%
Classified Supervisors' and Administrators' Salaries		2300	12,234,514.00	12,908,580.00	3,526,367.34	11,665,663.00	1,242,917.00	9.6%
Clerical, Technical and Office Salaries		2400	6,297,737.00	6,008,955.00	1,491,087.12	5,377,215.00	631,740.00	10.5%
Other Classified Salaries		2900	1,477,873.00	1,548,461.00	107,592.77	1,811,808.00	(263,347.00)	-17.0%
TOTAL, CLASSIFIED SALARIES			87,312,542.00	91,818,738.00	22,769,021.97	79,338,632.00	12,480,106.00	13.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	113,252,159.00	112,705,934.00	6,209,300.11	108,847,936.00	3,857,998.00	3.4%
PERS		3201-3202	20,590,076.00	21,745,283.00	5,322,824.86	20,253,945.00	1,491,338.00	6.9%
OASDI/Medicare/Alternative		3301-3302	8,116,890.00	8,541,601.00	2,024,543.81	8,282,676.00	258,925.00	3.0%
Health and Welfare Benefits		3401-3402	55,568,498.00	54,829,319.00	8,847,569.95	49,812,038.00	5,017,281.00	9.2%
Unemployment Insurance		3501-3502	373,681.00	327,039.00	25,750.81	94,925.00	232,114.00	71.0%
Workers' Compensation		3601-3602	3,325,735.00	3,346,928.00	687,419.06	2,915,553.00	431,375.00	12.9%
OPEB, Allocated		3701-3702	17,234,086.00	17,016,025.00	2,642,158.08	15,033,748.00	1,982,277.00	11.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	359,056.00	388,585.00	87,928.03	370,294.00	18,291.00	4.7%
TOTAL, EMPLOYEE BENEFITS			218,820,181.00	218,900,714.00	25,847,494.71	205,611,115.00	13,289,599.00	6.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,600,000.00	3,500,000.00	960,421.35	2,524,667.00	975,333.00	27.9%
Books and Other Reference Materials		4200	6,149,949.00	7,425,980.00	1,008,471.31	5,107,421.00	2,318,559.00	31.2%
Materials and Supplies		4300	42,114,130.00	74,016,458.46	4,149,584.13	56,810,800.00	17,205,658.46	23.2%
Noncapitalized Equipment		4400	14,348,166.00	32,385,263.00	9,162,749.04	33,942,036.00	(1,556,773.00)	-4.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			65,212,245.00	117,327,701.46	15,281,225.83	98,384,924.00	18,942,777.46	16.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	57,015,132.00	24,447,730.00	3,465,680.43	36,148,531.00	(11,700,801.00)	-47.9%
Travel and Conferences		5200	1,810,349.00	3,357,178.00	780,288.27	2,937,538.00	419,640.00	12.5%
Dues and Memberships		5300	62,584.00	104,197.00	39,846.00	44,646.00	59,551.00	57.2%
Insurance		5400-5450	2,903,217.00	2,980,998.00	609,659.90	2,549,944.00	431,054.00	14.5%
Operations and Housekeeping Services		5500	1,500.00	1,500.00	887.92	1,500.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,617,803.00	5,498,282.00	528,459.42	2,449,783.00	3,048,499.00	55.4%
Transfers of Direct Costs		5710	1,748,097.00	1,815,292.00	182,539.64	3,746,298.00	(1,931,006.00)	-106.4%
Transfers of Direct Costs - Interfund		5750	(4,720,003.00)	(4,271,336.00)	(233,755.36)	(571,424.00)	(3,699,912.00)	86.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Professional/Consulting Services and Operating Expenditures		5800	37,365,284.00	92,900,071.54	19,668,100.75	75,091,224.00	17,808,847.54	19.2%
Communications		5900	84,204.00	84,204.00	3,118.43	58,812.00	25,392.00	30.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			99,888,167.00	126,918,116.54	25,044,825.40	122,456,852.00	4,461,264.54	3.5%
CAPITAL OUTLAY								
Land		6100	0.00	118,475.00	2,599.00	104,361.00	14,114.00	11.9%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	216,831,560.00	200,048,849.00	9,691,349.75	161,226,274.00	38,822,575.00	19.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	4,639,416.00	10,039,966.00	137,619.33	8,756,779.00	1,283,187.00	12.8%
Equipment Replacement		6500	382,577.00	1,722,577.00	157,230.00	2,382,075.00	(659,498.00)	-38.3%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			221,853,553.00	211,929,867.00	9,988,798.08	172,469,489.00	39,460,378.00	18.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,504,358.00	1,504,358.00	(64,602.48)	2,162,060.00	(657,702.00)	-43.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	800,000.00	800,000.00	800,000.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	1,320,000.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,824,358.00	2,304,358.00	735,397.52	2,962,060.00	(657,702.00)	-28.5%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	14,729,450.00	15,548,143.00	8,938.56	15,939,412.00	(391,269.00)	-2.5%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			14,729,450.00	15,548,143.00	8,938.56	15,939,412.00	(391,269.00)	-2.5%
TOTAL, EXPENDITURES			867,985,604.00	937,546,964.00	137,295,613.78	843,766,743.00	93,780,221.00	10.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	5,156,409.00	5,156,409.00	0.00	3,799,331.00	(1,357,078.00)	-26.3%
(a) TOTAL, INTERFUND TRANSFERS IN			5,156,409.00	5,156,409.00	0.00	3,799,331.00	(1,357,078.00)	-26.3%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	7,656,409.00	7,656,409.00	0.00	3,799,331.00	3,857,078.00	50.4%
(b) TOTAL, INTERFUND TRANSFERS OUT			7,656,409.00	7,656,409.00	0.00	3,799,331.00	3,857,078.00	50.4%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	129,564,143.00	136,996,805.00	0.00	142,963,661.00	5,966,856.00	4.4%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			129,564,143.00	136,996,805.00	0.00	142,963,661.00	5,966,856.00	4.4%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			127,064,143.00	134,496,805.00	0.00	142,963,661.00	(8,466,856.00)	-6.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	1,010,168,593.00	1,010,168,593.00	75,625,851.85	1,012,225,789.00	2,057,196.00	0.2%
2) Federal Revenue		8100-8299	369,696,729.00	383,348,022.00	(26,588,176.49)	367,083,029.00	(16,264,993.00)	-4.2%
3) Other State Revenue		8300-8599	298,165,335.00	307,127,417.00	19,046,111.80	290,692,714.00	(16,434,703.00)	-5.4%
4) Other Local Revenue		8600-8799	25,509,251.00	28,935,076.00	4,209,273.33	29,526,666.00	591,590.00	2.0%
5) TOTAL, REVENUES			1,703,539,908.00	1,729,579,108.00	72,293,060.49	1,699,528,198.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	555,496,567.00	551,849,454.00	159,992,988.08	556,887,509.00	(5,038,055.00)	-0.9%
2) Classified Salaries		2000-2999	211,352,210.00	216,793,902.00	58,267,845.24	206,796,492.00	9,997,410.00	4.6%
3) Employee Benefits		3000-3999	481,941,283.00	482,596,703.00	87,993,523.31	458,890,189.00	23,706,514.00	4.9%
4) Books and Supplies		4000-4999	110,872,361.00	165,804,386.75	26,885,083.78	145,186,555.00	20,617,831.75	12.4%
5) Services and Other Operating Expenditures		5000-5999	211,089,598.00	239,972,596.25	50,419,758.53	227,506,158.00	12,466,438.25	5.2%
6) Capital Outlay		6000-6999	248,259,734.00	237,756,455.00	15,022,563.16	193,443,529.00	44,312,926.00	18.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	4,459,153.00	3,939,153.00	1,211,367.72	4,596,200.00	(657,047.00)	-16.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(2,507,911.00)	(2,654,583.00)	(142.71)	(2,368,749.00)	(285,834.00)	10.8%
9) TOTAL, EXPENDITURES			1,820,962,995.00	1,896,058,067.00	399,792,987.11	1,790,937,883.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(117,423,087.00)	(166,478,959.00)	(327,499,926.62)	(91,409,685.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	5,186,409.00	5,186,409.00	0.00	3,829,331.00	(1,357,078.00)	-26.2%
b) Transfers Out		7600-7629	9,156,409.00	9,156,409.00	375,000.00	5,299,331.00	3,857,078.00	42.1%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,970,000.00)	(3,970,000.00)	(375,000.00)	(1,470,000.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(121,393,087.00)	(170,448,959.00)	(327,874,926.62)	(92,879,685.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	497,319,627.22	569,573,863.58		553,873,863.58	(15,700,000.00)	-2.8%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			497,319,627.22	569,573,863.58		553,873,863.58		
d) Other Restatements		9795	0.00	7,671,941.00		7,671,941.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			497,319,627.22	577,245,804.58		561,545,804.58		
2) Ending Balance, June 30 (E + F1e)			375,926,540.22	406,796,845.58		468,666,119.58		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	70,049.65	43,533.66		43,533.66		
Stores		9712	2,670,900.59	3,028,901.01		3,028,901.01		
Prepaid Items		9713	1,812,090.52	2,189,659.34		2,189,659.34		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	79,612,068.09	125,794,999.84		180,876,729.95		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	152,900,000.00	153,900,000.00		153,900,000.00		
Future Textbook Adoptions	0000	9760	*30,500,000.00*					
Pandemic Recovery	0000	9760	*122,400,000.00*					
Future Textbook Adoptions	0000	9760		*31,500,000.00*				
Pandemic Recovery	0000	9760		*122,400,000.00*				
Future Textbook Adoptions	0000	9760				*31,500,000.00*		
Pandemic Recovery	0000	9760				*122,400,000.00*		
d) Assigned								
Other Assignments		9780	0.00	0.00		3,300,000.00		
Upgrade Lawson Software	0000	9780				*2,500,000.00*		
District and Association Labor Management Partnership	0000	9780				*800,000.00*		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	138,861,431.38	121,839,753.06		125,327,296.06		
Unassigned/Unappropriated Amount		9790	(.01)	(1.33)		(.44)		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	722,674,307.00	722,674,307.00	74,386,678.00	725,799,789.00	3,125,482.00	0.4%
Education Protection Account State Aid - Current Year		8012	208,695,934.00	208,695,934.00	0.00	208,763,060.00	67,126.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(10,736.00)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	501,049.00	501,049.00	0.00	501,049.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	541,217.00	541,217.00	0.00	541,217.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	70,149,772.00	70,149,772.00	0.00	70,149,772.00	0.00	0.0%
Unsecured Roll Taxes		8042	3,428,699.00	3,428,699.00	203,337.68	3,428,699.00	0.00	0.0%
Prior Years' Taxes		8043	242,175.00	242,175.00	0.00	242,175.00	0.00	0.0%
Supplemental Taxes		8044	1,992,801.00	1,992,801.00	740,522.57	1,992,801.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(2,849,664.00)	(2,849,664.00)	0.00	(2,849,664.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	7,945,455.00	7,945,455.00	0.00	7,945,455.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			1,013,321,745.00	1,013,321,745.00	75,319,802.25	1,016,514,353.00	3,192,608.00	0.3%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(3,153,152.00)	(3,153,152.00)	306,049.60	(4,288,564.00)	(1,135,412.00)	36.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, LCFF SOURCES			1,010,168,593.00	1,010,168,593.00	75,625,851.85	1,012,225,789.00	2,057,196.00	0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	15,706,074.00	16,715,023.00	(13,669,372.25)	14,780,863.00	(1,934,160.00)	-11.6%
Special Education Discretionary Grants		8182	1,272,105.00	2,593,419.00	(1,703,608.76)	2,451,704.00	(141,715.00)	-5.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	691,150.00	723,354.00	(287,989.59)	722,200.00	(1,154.00)	-0.2%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	74,842,863.00	75,212,693.00	15,317,366.77	67,567,463.00	(7,645,230.00)	-10.2%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	8,497,253.00	6,623,595.00	2,082,085.73	6,549,603.00	(73,992.00)	-1.1%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	103,862.00	379.44	101,447.00	(2,415.00)	-2.3%
Title III, Part A, English Learner Program	4203	8290	2,231,411.00	2,843,931.00	818,946.58	1,888,107.00	(955,824.00)	-33.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	8,450,884.00	9,157,950.00	(3,464,898.44)	8,798,436.00	(359,514.00)	-3.9%
Career and Technical Education	3500-3599	8290	1,133,975.00	1,133,975.00	(550,079.52)	1,133,975.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	256,871,014.00	268,240,220.00	(25,131,006.45)	263,089,231.00	(5,150,989.00)	-1.9%
TOTAL, FEDERAL REVENUE			369,696,729.00	383,348,022.00	(26,588,176.49)	367,083,029.00	(16,264,993.00)	-4.2%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	64,225,263.00	64,138,464.00	6,333,658.00	63,336,587.00	(801,877.00)	-1.3%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	1,389,804.00	1,389,804.00	457,000.00	1,471,968.00	82,164.00	5.9%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	2,803,081.00	2,803,081.00	0.00	2,932,849.00	129,768.00	4.6%
Lottery - Unrestricted and Instructional Materials		8560	15,410,214.00	16,539,938.00	0.00	16,539,938.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
After School Education and Safety (ASES)	6010	8590	15,429,436.00	16,826,250.00	884,295.76	16,178,923.00	(647,327.00)	-3.8%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	6,278,848.00	6,544,764.00	2,112,342.60	3,532,998.00	(3,011,766.00)	-46.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	1,809,902.84	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	192,628,689.00	198,885,116.00	7,448,912.60	186,699,451.00	(12,185,665.00)	-6.1%
TOTAL, OTHER STATE REVENUE			298,165,335.00	307,127,417.00	19,046,111.80	290,692,714.00	(16,434,703.00)	-5.4%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	944,720.00	2,777,678.00	1,832,957.44	1,284,440.00	(1,493,238.00)	-53.8%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	42,527.00	42,527.00	0.00	42,527.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	385,000.00	385,000.00	63,195.03	379,862.00	(5,138.00)	-1.3%
Interest		8660	3,100,000.00	3,100,000.00	(3,867,548.71)	3,100,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	1,320,000.00	800,000.00	0.00	800,000.00	0.00	0.0%
All Other Local Revenue		8699	19,717,004.00	21,829,871.00	6,180,669.57	23,919,837.00	2,089,966.00	9.6%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			25,509,251.00	28,935,076.00	4,209,273.33	29,526,666.00	591,590.00	2.0%
TOTAL, REVENUES			1,703,539,908.00	1,729,579,108.00	72,293,060.49	1,699,528,198.00	(30,050,910.00)	-1.7%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	425,923,020.00	424,174,562.00	122,118,239.33	425,140,893.00	(966,331.00)	-0.2%
Certificated Pupil Support Salaries		1200	48,775,413.00	48,689,707.00	14,818,810.94	50,824,723.00	(2,135,016.00)	-4.4%
Certificated Supervisors' and Administrators' Salaries		1300	61,182,013.00	59,343,673.00	17,680,632.18	61,791,504.00	(2,447,831.00)	-4.1%
Other Certificated Salaries		1900	19,616,121.00	19,641,512.00	5,375,305.63	19,130,389.00	511,123.00	2.6%
TOTAL, CERTIFICATED SALARIES			555,496,567.00	551,849,454.00	159,992,988.08	556,887,509.00	(5,038,055.00)	-0.9%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	44,470,608.00	49,084,327.00	11,569,030.23	40,270,268.00	8,814,059.00	18.0%
Classified Support Salaries		2200	85,249,288.00	84,715,654.00	24,246,989.29	84,458,988.00	256,666.00	0.3%
Classified Supervisors' and Administrators' Salaries		2300	32,924,955.00	34,540,774.00	9,344,783.28	33,824,664.00	716,110.00	2.1%
Clerical, Technical and Office Salaries		2400	43,762,621.00	43,400,451.00	11,866,967.19	43,223,468.00	176,983.00	0.4%
Other Classified Salaries		2900	4,944,738.00	5,052,696.00	1,240,075.25	5,019,104.00	33,592.00	0.7%
TOTAL, CLASSIFIED SALARIES			211,352,210.00	216,793,902.00	58,267,845.24	206,796,492.00	9,997,410.00	4.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	187,860,406.00	187,737,156.00	27,887,095.09	185,770,871.00	1,966,285.00	1.0%
PERS		3201-3202	50,120,602.00	51,271,176.00	13,260,207.27	51,231,106.00	40,070.00	0.1%
OASDI/Medicare/Alternative		3301-3302	22,573,637.00	23,041,850.00	5,838,524.85	23,829,675.00	(787,825.00)	-3.4%
Health and Welfare Benefits		3401-3402	160,626,526.00	159,949,168.00	29,449,689.91	144,067,812.00	15,881,356.00	9.9%
Unemployment Insurance		3501-3502	745,314.00	702,193.00	106,695.13	354,845.00	347,348.00	49.5%
Workers' Compensation		3601-3602	10,067,259.00	10,115,665.00	2,410,150.15	9,797,988.00	317,677.00	3.1%
OPEB, Allocated		3701-3702	49,168,035.00	48,970,389.00	8,795,433.81	43,089,463.00	5,880,926.00	12.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	779,504.00	809,106.00	245,727.10	748,429.00	60,677.00	7.5%
TOTAL, EMPLOYEE BENEFITS			481,941,283.00	482,596,703.00	87,993,523.31	458,890,189.00	23,706,514.00	4.9%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,601,653.00	3,501,653.00	819,021.44	2,524,667.00	976,986.00	27.9%
Books and Other Reference Materials		4200	8,230,004.00	9,709,655.30	1,315,577.55	6,921,691.00	2,787,964.30	28.7%
Materials and Supplies		4300	67,747,616.00	101,898,072.45	9,844,475.86	84,946,274.00	16,951,798.45	16.6%
Noncapitalized Equipment		4400	32,053,527.00	50,425,445.00	14,901,168.88	50,590,958.00	(165,513.00)	-0.3%
Food		4700	239,561.00	269,561.00	4,840.05	202,965.00	66,596.00	24.7%
TOTAL, BOOKS AND SUPPLIES			110,872,361.00	165,804,386.75	26,885,083.78	145,186,555.00	20,617,831.75	12.4%
SERVICES AND OTHER OPERATING EXPENDITURES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Subagreements for Services		5100	82,107,214.00	49,189,649.00	4,624,121.93	58,836,790.00	(9,647,141.00)	-19.6%
Travel and Conferences		5200	3,887,017.00	5,429,264.00	1,046,352.96	4,388,518.00	1,040,746.00	19.2%
Dues and Memberships		5300	252,062.00	291,325.00	157,358.50	206,626.00	84,699.00	29.1%
Insurance		5400-5450	8,865,097.00	8,969,506.00	2,135,078.57	8,626,105.00	343,401.00	3.8%
Operations and Housekeeping Services		5500	36,728,595.00	36,728,495.00	9,302,911.21	36,672,740.00	55,755.00	0.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,789,501.00	13,379,522.00	3,602,046.13	9,655,858.00	3,723,664.00	27.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(5,048,919.00)	(4,557,557.00)	(160,983.04)	(666,883.00)	(3,890,674.00)	85.4%
Professional/Consulting Services and Operating Expenditures		5800	69,750,446.00	126,804,392.83	29,622,773.56	107,548,525.00	19,255,867.83	15.2%
Communications		5900	3,758,585.00	3,737,999.42	90,098.71	2,237,879.00	1,500,120.42	40.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			211,089,598.00	239,972,596.25	50,419,758.53	227,506,158.00	12,466,438.25	5.2%
CAPITAL OUTLAY								
Land		6100	0.00	118,475.00	1,597,991.14	1,899,587.00	(1,781,112.00)	-1,503.4%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	232,931,560.00	214,911,756.00	12,191,946.89	169,404,274.00	45,507,482.00	21.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	14,535,597.00	20,593,647.00	1,075,395.13	19,347,593.00	1,246,054.00	6.1%
Equipment Replacement		6500	792,577.00	2,132,577.00	157,230.00	2,792,075.00	(659,498.00)	-30.9%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			248,259,734.00	237,756,455.00	15,022,563.16	193,443,529.00	44,312,926.00	18.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	62,884.00	62,884.00	0.00	62,229.00	655.00	1.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,504,358.00	1,504,358.00	(64,602.48)	2,162,060.00	(657,702.00)	-43.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	800,000.00	800,000.00	800,000.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	1,320,000.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	1,571,911.00	1,571,911.00	475,970.20	1,571,911.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,459,153.00	3,939,153.00	1,211,367.72	4,596,200.00	(657,047.00)	-16.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(2,507,911.00)	(2,654,583.00)	(142.71)	(2,368,749.00)	(285,834.00)	10.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(2,507,911.00)	(2,654,583.00)	(142.71)	(2,368,749.00)	(285,834.00)	10.8%
TOTAL, EXPENDITURES			1,820,962,995.00	1,896,058,067.00	399,792,987.11	1,790,937,883.00	105,120,184.00	5.5%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	5,186,409.00	5,186,409.00	0.00	3,829,331.00	(1,357,078.00)	-26.2%
(a) TOTAL, INTERFUND TRANSFERS IN			5,186,409.00	5,186,409.00	0.00	3,829,331.00	(1,357,078.00)	-26.2%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	9,156,409.00	9,156,409.00	375,000.00	5,299,331.00	3,857,078.00	42.1%
(b) TOTAL, INTERFUND TRANSFERS OUT			9,156,409.00	9,156,409.00	375,000.00	5,299,331.00	3,857,078.00	42.1%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(3,970,000.00)	(3,970,000.00)	(375,000.00)	(1,470,000.00)	(2,500,000.00)	63.0%

Resource	Description	2023-24 Projected Totals
2600	Expanded Learning Opportunities Program	48,938,904.27
6211	Literacy Coaches and Reading Specialists Grant Program	8,318,095.00
6266	Educator Effectiveness, FY 2021-22	11,766,941.72
6300	Lottery: Instructional Materials	5,348,209.06
6536	Special Ed: Dispute Prevention and Dispute Resolution	.48
6547	Special Education Early Intervention Preschool Grant	.32
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	36,936,864.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	.69
7085	Learning Communities for School Success Program	.51
7311	Classified School Employee Professional Development Block Grant	.43
7388	SB 117 COVID-19 LEA Response Funds	.06
7413	A-G Learning Loss Mitigation Grant	1,715,760.00
7425	Expanded Learning Opportunities (ELO) Grant	.91
7435	Learning Recovery Emergency Block Grant	65,577,877.50
9010	Other Restricted Local	2,274,075.00
Total, Restricted Balance		180,876,729.95

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,643,815.00	3,329,372.00	141,688.82	3,329,372.00	0.00	0.0%
5) TOTAL, REVENUES			2,643,815.00	3,329,372.00	141,688.82	3,329,372.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,366,520.00	3,052,077.00	79,038.64	3,024,635.00	27,442.00	.9%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	1,337.33	42,959.00	(42,959.00)	New
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,366,520.00	3,052,077.00	80,375.97	3,067,594.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			277,295.00	277,295.00	61,312.85	261,778.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			277,295.00	277,295.00	61,312.85	261,778.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,705,739.25	2,707,574.68		2,707,574.68	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,705,739.25	2,707,574.68		2,707,574.68		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,705,739.25	2,707,574.68		2,707,574.68		
2) Ending Balance, June 30 (E + F1e)			2,983,034.25	2,984,869.68		2,969,352.68		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	2,983,034.25	2,984,869.68		2,969,352.68		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	(6,543.08)	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,643,815.00	3,329,372.00	148,231.90	3,329,372.00	0.00	0.0%
TOTAL, REVENUES			2,643,815.00	3,329,372.00	141,688.82	3,329,372.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	2,366,520.00	3,052,077.00	79,038.64	3,024,635.00	27,442.00	.9%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,366,520.00	3,052,077.00	79,038.64	3,024,635.00	27,442.00	.9%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	1,337.33	42,959.00	(42,959.00)	New
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	1,337.33	42,959.00	(42,959.00)	New
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			2,366,520.00	3,052,077.00	80,375.97	3,067,594.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Project Year Totals
8210	Student Activity Funds	2,969,352.68
Total, Restricted Balance		2,969,352.68

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,266,057.00	1,285,833.00	(381,706.96)	954,205.00	(331,628.00)	-25.8%
3) Other State Revenue		8300-8599	6,657,513.00	7,148,542.00	(51,207.73)	6,454,772.00	(693,770.00)	-9.7%
4) Other Local Revenue		8600-8799	546,771.00	546,771.00	(102,373.13)	559,179.00	12,408.00	2.3%
5) TOTAL, REVENUES			8,470,341.00	8,981,146.00	(535,287.82)	7,968,156.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	2,405,586.00	2,405,586.00	852,665.22	2,277,955.00	127,631.00	5.3%
2) Classified Salaries		2000-2999	1,720,311.00	1,720,311.00	488,612.88	1,664,256.00	56,055.00	3.3%
3) Employee Benefits		3000-3999	2,747,277.00	2,747,277.00	562,286.43	2,601,905.00	145,372.00	5.3%
4) Books and Supplies		4000-4999	2,209,883.00	1,786,598.00	351,117.32	726,212.00	1,060,386.00	59.4%
5) Services and Other Operating Expenditures		5000-5999	1,082,371.00	1,491,646.00	201,450.38	816,714.00	674,932.00	45.2%
6) Capital Outlay		6000-6999	0.00	20,000.00	0.00	16,170.00	3,830.00	19.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	213,475.00	213,617.00	142.71	173,751.00	39,866.00	18.7%
9) TOTAL, EXPENDITURES			10,378,903.00	10,385,035.00	2,456,274.94	8,276,963.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,908,562.00)	(1,403,889.00)	(2,991,562.76)	(308,807.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,908,562.00)	(1,403,889.00)	(2,991,562.76)	(308,807.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,088,646.10	1,403,888.95		1,403,888.95	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,088,646.10	1,403,888.95		1,403,888.95		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,088,646.10	1,403,888.95		1,403,888.95		
2) Ending Balance, June 30 (E + F1e)			180,084.10	(.05)		1,095,081.95		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		550.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	180,083.86	.94		1,045,243.94		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	.79	0.00		49,288.01		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	(.55)	(.99)		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	76,609.00	76,609.00	(76,538.12)	76,609.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,189,448.00	1,209,224.00	(305,168.84)	877,596.00	(331,628.00)	-27.4%
TOTAL, FEDERAL REVENUE			1,266,057.00	1,285,833.00	(381,706.96)	954,205.00	(331,628.00)	-25.8%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year		8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Adult Education Program	6391	8590	5,973,542.00	6,464,571.00	0.00	5,770,801.00	(693,770.00)	-10.7%
All Other State Revenue	All Other	8590	683,971.00	683,971.00	(51,207.73)	683,971.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			6,657,513.00	7,148,542.00	(51,207.73)	6,454,772.00	(693,770.00)	-9.7%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	13,426.00	13,426.00	(16,083.61)	13,426.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	104,417.00	104,417.00	12,225.64	104,417.00	0.00	0.0%
Interagency Services		8677	399,091.00	399,091.00	(104,516.85)	411,499.00	12,408.00	3.1%
Other Local Revenue								
All Other Local Revenue		8699	29,837.00	29,837.00	6,001.69	29,837.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			546,771.00	546,771.00	(102,373.13)	559,179.00	12,408.00	2.3%
TOTAL, REVENUES			8,470,341.00	8,981,146.00	(535,287.82)	7,968,156.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,459,647.00	1,459,647.00	525,211.28	1,277,623.00	182,024.00	12.5%
Certificated Pupil Support Salaries		1200	285,844.00	285,844.00	98,356.30	297,278.00	(11,434.00)	-4.0%
Certificated Supervisors' and Administrators' Salaries		1300	660,095.00	660,095.00	229,097.64	703,054.00	(42,959.00)	-6.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,405,586.00	2,405,586.00	852,665.22	2,277,955.00	127,631.00	5.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	539,807.00	539,807.00	125,268.30	465,106.00	74,701.00	13.8%
Classified Supervisors' and Administrators' Salaries		2300	105,602.00	105,602.00	35,200.54	109,405.00	(3,803.00)	-3.6%
Clerical, Technical and Office Salaries		2400	1,052,313.00	1,052,313.00	328,144.04	1,060,930.00	(8,617.00)	-0.8%
Other Classified Salaries		2900	22,589.00	22,589.00	0.00	28,815.00	(6,226.00)	-27.6%
TOTAL, CLASSIFIED SALARIES			1,720,311.00	1,720,311.00	488,612.88	1,664,256.00	56,055.00	3.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	749,925.00	749,925.00	148,329.84	729,894.00	20,031.00	2.7%
PERS		3201-3202	417,845.00	417,845.00	118,752.30	415,644.00	2,201.00	0.5%
OASDI/Medicare/Alternative		3301-3302	158,545.00	158,545.00	44,671.98	155,301.00	3,244.00	2.0%
Health and Welfare Benefits		3401-3402	1,026,630.00	1,026,630.00	178,229.15	950,460.00	76,170.00	7.4%
Unemployment Insurance		3501-3502	8,151.00	8,151.00	604.52	1,930.00	6,221.00	76.3%
Workers' Compensation		3601-3602	54,148.00	54,148.00	16,209.99	50,575.00	3,573.00	6.6%
OPEB, Allocated		3701-3702	324,205.00	324,205.00	53,237.25	288,826.00	35,379.00	10.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	7,828.00	7,828.00	2,251.40	9,275.00	(1,447.00)	-18.5%
TOTAL, EMPLOYEE BENEFITS			2,747,277.00	2,747,277.00	562,286.43	2,601,905.00	145,372.00	5.3%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	5,939.00	5,939.00	0.00	0.00	5,939.00	100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	2,192,372.00	1,680,659.00	352,890.95	569,602.00	1,111,057.00	66.1%
Noncapitalized Equipment		4400	11,572.00	100,000.00	(1,773.63)	156,610.00	(56,610.00)	-56.6%
TOTAL, BOOKS AND SUPPLIES			2,209,883.00	1,786,598.00	351,117.32	726,212.00	1,060,386.00	59.4%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	50,157.00	202,117.00	15,000.00	36,000.00	166,117.00	82.2%
Travel and Conferences		5200	45,920.00	69,119.00	555.94	28,081.00	41,038.00	59.4%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	47,892.00	47,892.00	14,343.91	44,683.00	3,209.00	6.7%
Operations and Housekeeping Services		5500	393,000.00	433,000.00	119,054.88	318,808.00	114,192.00	26.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	13,654.00	113,654.00	1,421.09	5,113.00	108,541.00	95.5%
Professional/Consulting Services and Operating Expenditures		5800	531,748.00	625,864.00	51,074.56	384,029.00	241,835.00	38.6%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,082,371.00	1,491,646.00	201,450.38	816,714.00	674,932.00	45.2%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Equipment		6400	0.00	20,000.00	0.00	16,170.00	3,830.00	19.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	20,000.00	0.00	16,170.00	3,830.00	19.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	213,475.00	213,617.00	142.71	173,751.00	39,866.00	18.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			213,475.00	213,617.00	142.71	173,751.00	39,866.00	18.7%
TOTAL, EXPENDITURES			10,378,903.00	10,385,035.00	2,456,274.94	8,276,963.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
6371	CalWORKs for ROCP or Adult Education	214,682.45
6391	Adult Education Program	830,561.49
Total, Restricted Balance		1,045,243.94

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,414,020.00	1,641,205.00	(37,297.18)	1,641,205.00	0.00	0.0%
3) Other State Revenue		8300-8599	33,491,666.00	36,017,962.00	9,392,001.48	33,892,758.00	(2,125,204.00)	-5.9%
4) Other Local Revenue		8600-8799	2,327,638.00	4,467,946.00	500,029.33	1,840,243.00	(2,627,703.00)	-58.8%
5) TOTAL, REVENUES			37,233,324.00	42,127,113.00	9,854,733.63	37,374,206.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	8,821,837.00	8,946,213.00	2,315,530.68	8,900,429.00	45,784.00	0.5%
2) Classified Salaries		2000-2999	5,827,220.00	5,857,670.00	1,238,959.34	5,466,032.00	391,638.00	6.7%
3) Employee Benefits		3000-3999	11,596,399.00	11,648,420.00	1,974,829.85	10,063,138.00	1,585,282.00	13.6%
4) Books and Supplies		4000-4999	2,655,553.00	7,761,342.00	350,559.37	6,210,185.00	1,551,157.00	20.0%
5) Services and Other Operating Expenditures		5000-5999	7,883,952.00	4,895,718.00	623,983.91	4,075,145.00	820,573.00	16.8%
6) Capital Outlay		6000-6999	0.00	2,472,798.00	1,099,653.95	2,334,208.00	138,590.00	5.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,113,857.00	1,258,400.00	0.00	1,038,517.00	219,883.00	17.5%
9) TOTAL, EXPENDITURES			37,898,818.00	42,840,561.00	7,603,517.10	38,087,654.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(665,494.00)	(713,448.00)	2,251,216.53	(713,448.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(665,494.00)	(713,448.00)	2,251,216.53	(713,448.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	665,494.14	713,447.72		713,447.72	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			665,494.14	713,447.72		713,447.72		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			665,494.14	713,447.72		713,447.72		
2) Ending Balance, June 30 (E + F1e)			.14	(.28)		(.28)		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	.14	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(.28)		(.28)		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,414,020.00	1,641,205.00	(37,297.18)	1,641,205.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,414,020.00	1,641,205.00	(37,297.18)	1,641,205.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	23,699,356.00	23,699,356.00	4,496,938.58	23,699,356.00	0.00	0.0%
All Other State Revenue	All Other	8590	9,792,310.00	12,318,606.00	4,895,062.90	10,193,402.00	(2,125,204.00)	-17.3%
TOTAL, OTHER STATE REVENUE			33,491,666.00	36,017,962.00	9,392,001.48	33,892,758.00	(2,125,204.00)	-5.9%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	50,857.00	50,857.00	(74,656.70)	50,857.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	875,961.00	875,961.00	886,274.54	557,595.00	(318,366.00)	-36.3%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	1,400,820.00	3,541,128.00	(311,588.51)	1,231,791.00	(2,309,337.00)	-65.2%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,327,638.00	4,467,946.00	500,029.33	1,840,243.00	(2,627,703.00)	-58.8%
TOTAL, REVENUES			37,233,324.00	42,127,113.00	9,854,733.63	37,374,206.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	7,385,011.00	7,387,406.00	2,049,172.76	7,386,777.00	629.00	0.0%
Certificated Pupil Support Salaries		1200	120,008.00	120,008.00	38,815.19	124,809.00	(4,801.00)	-4.0%
Certificated Supervisors' and Administrators' Salaries		1300	799,730.00	921,711.00	94,868.49	874,808.00	46,903.00	5.1%
Other Certificated Salaries		1900	517,088.00	517,088.00	132,674.24	514,035.00	3,053.00	0.6%
TOTAL, CERTIFICATED SALARIES			8,821,837.00	8,946,213.00	2,315,530.68	8,900,429.00	45,784.00	0.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	4,874,401.00	4,874,401.00	1,036,471.26	4,445,683.00	428,718.00	8.8%
Classified Support Salaries		2200	172,624.00	172,624.00	18,993.63	176,273.00	(3,649.00)	-2.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Classified Supervisors' and Administrators' Salaries		2300	361,120.00	384,153.00	120,373.00	438,422.00	(54,269.00)	-14.1%
Clerical, Technical and Office Salaries		2400	419,075.00	426,492.00	63,121.45	405,654.00	20,838.00	4.9%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			5,827,220.00	5,857,670.00	1,238,959.34	5,466,032.00	391,638.00	6.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,136,822.00	2,169,436.00	349,653.18	2,054,842.00	114,594.00	5.3%
PERS		3201-3202	1,509,741.00	1,517,466.00	347,757.79	1,452,109.00	65,357.00	4.3%
OASDI/Medicare/Alternative		3301-3302	566,105.00	571,212.00	120,984.86	559,889.00	11,323.00	2.0%
Health and Welfare Benefits		3401-3402	5,417,928.00	5,415,863.00	851,910.98	4,426,962.00	988,901.00	18.3%
Unemployment Insurance		3501-3502	28,500.00	29,365.00	1,510.31	11,613.00	17,752.00	60.5%
Workers' Compensation		3601-3602	190,448.00	192,752.00	40,765.60	184,298.00	8,454.00	4.4%
OPEB, Allocated		3701-3702	1,710,956.00	1,716,205.00	254,466.47	1,339,077.00	377,128.00	22.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	35,899.00	36,121.00	7,780.66	34,348.00	1,773.00	4.9%
TOTAL, EMPLOYEE BENEFITS			11,596,399.00	11,648,420.00	1,974,829.85	10,063,138.00	1,585,282.00	13.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	2,653,753.00	7,759,542.00	350,559.37	6,210,185.00	1,549,357.00	20.0%
Noncapitalized Equipment		4400	1,800.00	1,800.00	0.00	0.00	1,800.00	100.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,655,553.00	7,761,342.00	350,559.37	6,210,185.00	1,551,157.00	20.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	50,000.00	90,000.00	130,335.54	340,719.00	(250,719.00)	-278.6%
Travel and Conferences		5200	11,025.00	11,025.00	0.00	12,118.00	(1,093.00)	-9.9%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	168,519.00	170,023.00	36,088.45	162,024.00	7,999.00	4.7%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	78,750.00	78,750.00	0.00	80,200.00	(1,450.00)	-1.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,196,971.00	317,234.00	8,097.92	71,382.00	245,852.00	77.5%
Professional/Consulting Services and Operating Expenditures		5800	6,378,687.00	4,228,686.00	449,462.00	3,408,702.00	819,984.00	19.4%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,883,952.00	4,895,718.00	623,983.91	4,075,145.00	820,573.00	16.8%
CAPITAL OUTLAY								
Land		6100	0.00	13,660.00	0.00	12,990.00	670.00	4.9%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	2,459,138.00	1,099,653.95	2,321,218.00	137,920.00	5.6%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CAPITAL OUTLAY			0.00	2,472,798.00	1,099,653.95	2,334,208.00	138,590.00	5.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	1,113,857.00	1,258,400.00	0.00	1,038,517.00	219,883.00	17.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,113,857.00	1,258,400.00	0.00	1,038,517.00	219,883.00	17.5%
TOTAL, EXPENDITURES			37,898,818.00	42,840,561.00	7,603,517.10	38,087,654.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	53,236,467.00	55,507,307.00	651,366.64	54,817,602.00	(689,705.00)	-1.2%
3) Other State Revenue		8300-8599	10,740,409.00	10,925,656.00	1,919,865.88	10,925,656.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,203,616.00	1,207,127.00	312,548.61	1,049,232.00	(157,895.00)	-13.1%
5) TOTAL, REVENUES			65,180,492.00	67,640,090.00	2,883,781.13	66,792,490.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	17,249,074.00	17,252,585.00	4,440,149.90	16,307,150.00	945,435.00	5.5%
3) Employee Benefits		3000-3999	13,977,170.00	13,977,170.00	3,147,795.12	13,700,026.00	277,144.00	2.0%
4) Books and Supplies		4000-4999	28,622,597.00	30,829,786.00	7,932,916.54	30,083,667.00	746,119.00	2.4%
5) Services and Other Operating Expenditures		5000-5999	4,040,913.00	4,102,577.00	237,690.16	3,145,866.00	956,711.00	23.3%
6) Capital Outlay		6000-6999	1,254,000.00	1,439,247.00	162,201.04	1,759,681.00	(320,434.00)	-22.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,180,579.00	1,182,566.00	0.00	1,156,481.00	26,085.00	2.2%
9) TOTAL, EXPENDITURES			66,324,333.00	68,783,931.00	15,920,752.76	66,152,871.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,143,841.00)	(1,143,841.00)	(13,036,971.63)	639,619.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,143,841.00)	(1,143,841.00)	(13,036,971.63)	639,619.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	21,879,136.23	28,207,103.22		28,207,103.22	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,879,136.23	28,207,103.22		28,207,103.22		
d) Other Restatements		9795	0.00	(7,671,941.00)		(7,671,941.00)	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,879,136.23	20,535,162.22		20,535,162.22		
2) Ending Balance, June 30 (E + F1e)			20,735,295.23	19,391,321.22		21,174,781.22		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	1,456,577.97	2,804,203.28		2,804,203.28		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	19,278,717.26	16,587,117.94		18,370,577.94		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	53,170,273.00	55,376,596.00	653,044.99	54,686,891.00	(689,705.00)	-1.2%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	66,194.00	130,711.00	(1,678.35)	130,711.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			53,236,467.00	55,507,307.00	651,366.64	54,817,602.00	(689,705.00)	-1.2%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	10,197,988.00	10,197,988.00	1,919,865.88	10,197,988.00	0.00	0.0%
All Other State Revenue		8590	542,421.00	727,668.00	0.00	727,668.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			10,740,409.00	10,925,656.00	1,919,865.88	10,925,656.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	80,250.00	80,250.00	5,149.99	35,207.00	(45,043.00)	-56.1%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	350,000.00	350,000.00	(89,107.61)	365,805.00	15,805.00	4.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	773,366.00	776,877.00	396,506.23	648,220.00	(128,657.00)	-16.6%
TOTAL, OTHER LOCAL REVENUE			1,203,616.00	1,207,127.00	312,548.61	1,049,232.00	(157,895.00)	-13.1%
TOTAL, REVENUES			65,180,492.00	67,640,090.00	2,883,781.13	66,792,490.00		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	13,602,032.00	13,602,032.00	3,779,249.75	13,122,109.00	479,923.00	3.5%
Classified Supervisors' and Administrators' Salaries		2300	1,577,133.00	1,580,644.00	433,100.06	1,352,429.00	228,215.00	14.4%
Clerical, Technical and Office Salaries		2400	969,909.00	969,909.00	227,800.09	732,612.00	237,297.00	24.5%
Other Classified Salaries		2900	1,100,000.00	1,100,000.00	0.00	1,100,000.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			17,249,074.00	17,252,585.00	4,440,149.90	16,307,150.00	945,435.00	5.5%
EMPLOYEE BENEFITS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
STRS		3101-3102	2,889.00	2,889.00	8.21	0.00	2,889.00	100.0%
PERS		3201-3202	3,387,382.00	3,387,382.00	1,025,500.24	3,398,419.00	(11,037.00)	-0.3%
OASDI/Medicare/Alternative		3301-3302	1,165,054.00	1,165,054.00	288,427.51	1,069,567.00	95,487.00	8.2%
Health and Welfare Benefits		3401-3402	6,992,113.00	6,992,113.00	1,352,325.32	6,885,138.00	106,975.00	1.5%
Unemployment Insurance		3501-3502	11,177.00	11,177.00	1,962.70	7,430.00	3,747.00	33.5%
Workers' Compensation		3601-3602	224,275.00	224,275.00	53,275.05	194,734.00	29,541.00	13.2%
OPEB, Allocated		3701-3702	2,120,158.00	2,120,158.00	403,921.46	2,056,572.00	63,586.00	3.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	74,122.00	74,122.00	22,374.63	88,166.00	(14,044.00)	-18.9%
TOTAL, EMPLOYEE BENEFITS			13,977,170.00	13,977,170.00	3,147,795.12	13,700,026.00	277,144.00	2.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	3,031,187.00	3,032,053.00	1,118,078.19	4,128,592.00	(1,096,539.00)	-36.2%
Noncapitalized Equipment		4400	100,000.00	100,000.00	49,057.16	414,004.00	(314,004.00)	-314.0%
Food		4700	25,491,410.00	27,697,733.00	6,765,781.19	25,541,071.00	2,156,662.00	7.8%
TOTAL, BOOKS AND SUPPLIES			28,622,597.00	30,829,786.00	7,932,916.54	30,083,667.00	746,119.00	2.4%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	34,784.00	34,784.00	4,357.55	41,200.00	(6,416.00)	-18.4%
Dues and Memberships		5300	70,000.00	70,000.00	29,874.00	69,271.00	729.00	1.0%
Insurance		5400-5450	198,558.00	198,558.00	47,131.56	172,262.00	26,296.00	13.2%
Operations and Housekeeping Services		5500	698,000.00	698,000.00	97,766.43	560,199.00	137,801.00	19.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,574,956.00	1,574,956.00	45,888.89	1,833,842.00	(258,886.00)	-16.4%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	178,926.00	178,926.00	(24,622.16)	(55,259.00)	234,185.00	130.9%
Professional/Consulting Services and Operating Expenditures		5800	1,251,689.00	1,313,353.00	30,119.34	491,351.00	822,002.00	62.6%
Communications		5900	34,000.00	34,000.00	7,174.55	33,000.00	1,000.00	2.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,040,913.00	4,102,577.00	237,690.16	3,145,866.00	956,711.00	23.3%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,254,000.00	1,439,247.00	162,201.04	1,759,681.00	(320,434.00)	-22.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,254,000.00	1,439,247.00	162,201.04	1,759,681.00	(320,434.00)	-22.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Indirect Costs - Interfund		7350	1,180,579.00	1,182,566.00	0.00	1,156,481.00	26,085.00	2.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,180,579.00	1,182,566.00	0.00	1,156,481.00	26,085.00	2.2%
TOTAL, EXPENDITURES			66,324,333.00	68,783,931.00	15,920,752.76	66,152,871.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	17,456,710.11
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	913,867.83
Total, Restricted Balance		18,370,577.94

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	(631.66)	2,904.00	2,904.00	New
5) TOTAL, REVENUES			0.00	0.00	(631.66)	2,904.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	61,600.00	61,600.00	0.00	0.00	61,600.00	100.0%
5) Services and Other Operating Expenditures		5000-5999	4,851,244.00	4,800,780.00	14,723.53	6,146,219.00	(1,345,439.00)	-28.0%
6) Capital Outlay		6000-6999	2,143,565.00	2,109,029.00	0.00	156,016.00	1,953,013.00	92.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,056,409.00	6,971,409.00	14,723.53	6,302,235.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(7,056,409.00)	(6,971,409.00)	(15,355.19)	(6,299,331.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	7,656,409.00	7,656,409.00	0.00	6,299,331.00	(1,357,078.00)	-17.7%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			7,656,409.00	7,656,409.00	0.00	6,299,331.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			600,000.00	685,000.00	(15,355.19)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	0.00		0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00		0.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		0.00		
2) Ending Balance, June 30 (E + F1e)			600,000.00	685,000.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	600,000.00	685,000.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	(631.66)	2,904.00	2,904.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	(631.66)	2,904.00	2,904.00	New
TOTAL, REVENUES			0.00	0.00	(631.66)	2,904.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	61,600.00	61,600.00	0.00	0.00	61,600.00	100.0%
TOTAL, BOOKS AND SUPPLIES			61,600.00	61,600.00	0.00	0.00	61,600.00	100.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,624,090.00	4,727,554.00	14,365.61	5,471,110.00	(743,556.00)	-15.7%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	94,934.00	72,326.00	357.92	28,955.00	43,371.00	60.0%
Professional/Consulting Services and Operating Expenditures		5800	132,220.00	900.00	0.00	646,154.00	(645,254.00)	-71,694.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,851,244.00	4,800,780.00	14,723.53	6,146,219.00	(1,345,439.00)	-28.0%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	2,143,565.00	2,109,029.00	0.00	156,016.00	1,953,013.00	92.6%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,143,565.00	2,109,029.00	0.00	156,016.00	1,953,013.00	92.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			7,056,409.00	6,971,409.00	14,723.53	6,302,235.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	7,656,409.00	7,656,409.00	0.00	6,299,331.00	(1,357,078.00)	-17.7%
(a) TOTAL, INTERFUND TRANSFERS IN			7,656,409.00	7,656,409.00	0.00	6,299,331.00	(1,357,078.00)	-17.7%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			7,656,409.00	7,656,409.00	0.00	6,299,331.00		

Resource	Description	2023-24 Projected Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,763,086.00	2,606,086.00	(1,269,709.66)	2,606,086.00	0.00	0.0%
5) TOTAL, REVENUES			1,763,086.00	2,606,086.00	(1,269,709.66)	2,606,086.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	273,000.00	273,000.00	78,511.61	273,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			273,000.00	273,000.00	78,511.61	273,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,490,086.00	2,333,086.00	(1,348,221.27)	2,333,086.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	119,621,951.00	146,391,766.00	0.00	69,554,037.00	76,837,729.00	52.5%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(119,621,951.00)	(146,391,766.00)	0.00	(69,554,037.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(118,131,865.00)	(144,058,680.00)	(1,348,221.27)	(67,220,951.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	119,904,987.21	145,829,278.72		145,829,278.72	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			119,904,987.21	145,829,278.72		145,829,278.72		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			119,904,987.21	145,829,278.72		145,829,278.72		
2) Ending Balance, June 30 (E + F1e)			1,773,122.21	1,770,598.72		78,608,327.72		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,773,122.21	1,770,598.72		78,608,327.72		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,763,086.00	2,606,086.00	(1,269,709.66)	2,606,086.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,763,086.00	2,606,086.00	(1,269,709.66)	2,606,086.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, REVENUES			1,763,086.00	2,606,086.00	(1,269,709.66)	2,606,086.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	250,000.00	250,000.00	24,955.87	36,263.00	213,737.00	85.5%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	39,556.56	135,952.00	(135,952.00)	New
Professional/Consulting Services and Operating Expenditures		5800	23,000.00	23,000.00	13,999.18	100,785.00	(77,785.00)	-338.2%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			273,000.00	273,000.00	78,511.61	273,000.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			273,000.00	273,000.00	78,511.61	273,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	119,621,951.00	146,391,766.00	0.00	69,554,037.00	76,837,729.00	52.5%
(b) TOTAL, INTERFUND TRANSFERS OUT			119,621,951.00	146,391,766.00	0.00	69,554,037.00	76,837,729.00	52.5%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(119,621,951.00)	(146,391,766.00)	0.00	(69,554,037.00)		

Resource	Description	2023-24 Projected Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,385,000.00	1,385,000.00	607,347.31	1,944,708.00	559,708.00	40.4%
5) TOTAL, REVENUES			1,385,000.00	1,385,000.00	607,347.31	1,944,708.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	41,250.00	0.00	9,587.00	31,663.00	76.8%
5) Services and Other Operating Expenditures		5000-5999	2,705,718.00	1,228,968.00	0.00	42,880.00	1,186,088.00	96.5%
6) Capital Outlay		6000-6999	40,896.00	1,476,396.00	0.00	124,474.00	1,351,922.00	91.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,746,614.00	2,746,614.00	0.00	176,941.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,361,614.00)	(1,361,614.00)	607,347.31	1,767,767.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	40,500.00	40,500.00	0.00	30,000.00	10,500.00	25.9%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(40,500.00)	(40,500.00)	0.00	(30,000.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,402,114.00)	(1,402,114.00)	607,347.31	1,737,767.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,670,269.62	3,422,208.41		3,422,208.41	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,670,269.62	3,422,208.41		3,422,208.41		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,670,269.62	3,422,208.41		3,422,208.41		
2) Ending Balance, June 30 (E + F1e)			2,268,155.62	2,020,094.41		5,159,975.41		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	2,268,155.62	2,020,094.41		5,159,975.41		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	35,000.00	35,000.00	(22,854.73)	39,133.00	4,133.00	11.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	1,350,000.00	1,350,000.00	630,202.04	1,905,575.00	555,575.00	41.2%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,385,000.00	1,385,000.00	607,347.31	1,944,708.00	559,708.00	40.4%
TOTAL, REVENUES			1,385,000.00	1,385,000.00	607,347.31	1,944,708.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	41,250.00	0.00	9,587.00	31,663.00	76.8%
TOTAL, BOOKS AND SUPPLIES			0.00	41,250.00	0.00	9,587.00	31,663.00	76.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,574,152.00	74,152.00	0.00	25,540.00	48,612.00	65.6%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	22,650.00	0.00	0.00	22,650.00	100.0%
Professional/Consulting Services and Operating Expenditures		5800	1,131,566.00	1,132,166.00	0.00	17,340.00	1,114,826.00	98.5%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,705,718.00	1,228,968.00	0.00	42,880.00	1,186,088.00	96.5%
CAPITAL OUTLAY								
Land		6100	3,360.00	7,110.00	0.00	0.00	7,110.00	100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	37,536.00	1,469,286.00	0.00	124,474.00	1,344,812.00	91.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			40,896.00	1,476,396.00	0.00	124,474.00	1,351,922.00	91.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			2,746,614.00	2,746,614.00	0.00	176,941.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	40,500.00	40,500.00	0.00	30,000.00	10,500.00	25.9%
(b) TOTAL, INTERFUND TRANSFERS OUT			40,500.00	40,500.00	0.00	30,000.00	10,500.00	25.9%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(40,500.00)	(40,500.00)	0.00	(30,000.00)		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	5,159,975.41
Total, Restricted Balance		5,159,975.41

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	600,000.00	600,000.00	(28,926.09)	491,811.00	(108,189.00)	-18.0%
5) TOTAL, REVENUES			600,000.00	600,000.00	(28,926.09)	491,811.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,221,551.00	1,221,551.00	0.00	1,161,530.00	60,021.00	4.9%
3) Employee Benefits		3000-3999	650,198.00	650,198.00	0.00	670,942.00	(20,744.00)	-3.2%
4) Books and Supplies		4000-4999	2,843,288.00	4,587,080.00	63,055.59	2,914,090.00	1,672,990.00	36.5%
5) Services and Other Operating Expenditures		5000-5999	35,881,234.00	42,725,840.00	2,650,799.13	12,160,683.00	30,565,157.00	71.5%
6) Capital Outlay		6000-6999	53,674,506.00	51,731,632.00	10,090,307.81	52,589,625.00	(857,993.00)	-1.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			94,270,777.00	100,916,301.00	12,804,162.53	69,496,870.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(93,670,777.00)	(100,316,301.00)	(12,833,088.62)	(69,005,059.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	114,476,042.00	160,360,148.00	0.00	63,254,706.00	(97,105,442.00)	-60.6%
b) Transfers Out		7600-7629	0.00	19,114,291.00	0.00	0.00	19,114,291.00	100.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			114,476,042.00	141,245,857.00	0.00	63,254,706.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			20,805,265.00	40,929,556.00	(12,833,088.62)	(5,750,353.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	22,941,137.61	50,117,062.07		50,117,062.07	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,941,137.61	50,117,062.07		50,117,062.07		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,941,137.61	50,117,062.07		50,117,062.07		
2) Ending Balance, June 30 (E + F1e)			43,746,402.61	91,046,618.07		44,366,709.07		
Components of Ending Fund Balance								
a) Nonspendable								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	43,746,402.61	91,046,618.07		44,366,709.07		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	600,000.00	600,000.00	(28,926.09)	491,811.00	(108,189.00)	-18.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			600,000.00	600,000.00	(28,926.09)	491,811.00	(108,189.00)	-18.0%
TOTAL, REVENUES			600,000.00	600,000.00	(28,926.09)	491,811.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	954,673.00	954,673.00	0.00	857,687.00	96,986.00	10.2%
Classified Supervisors' and Administrators' Salaries		2300	141,096.00	141,096.00	0.00	165,964.00	(24,868.00)	-17.6%
Clerical, Technical and Office Salaries		2400	125,782.00	125,782.00	0.00	137,879.00	(12,097.00)	-9.6%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,221,551.00	1,221,551.00	0.00	1,161,530.00	60,021.00	4.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	308,242.00	308,242.00	0.00	300,328.00	7,914.00	2.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OASDI/Medicare/Alternative		3301-3302	87,336.00	87,336.00	0.00	85,532.00	1,804.00	2.1%
Health and Welfare Benefits		3401-3402	179,616.00	179,616.00	0.00	207,359.00	(27,743.00)	-15.4%
Unemployment Insurance		3501-3502	2,283.00	2,283.00	0.00	560.00	1,723.00	75.5%
Workers' Compensation		3601-3602	14,841.00	14,841.00	0.00	14,618.00	223.00	1.5%
OPEB, Allocated		3701-3702	56,896.00	56,896.00	0.00	61,938.00	(5,042.00)	-8.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	984.00	984.00	0.00	607.00	377.00	38.3%
TOTAL, EMPLOYEE BENEFITS			650,198.00	650,198.00	0.00	670,942.00	(20,744.00)	-3.2%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,150.00	1,150.00	0.00	80,183.00	(79,033.00)	-6,872.4%
Noncapitalized Equipment		4400	2,842,138.00	4,585,930.00	63,055.59	2,833,907.00	1,752,023.00	38.2%
TOTAL, BOOKS AND SUPPLIES			2,843,288.00	4,587,080.00	63,055.59	2,914,090.00	1,672,990.00	36.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	13,129.00	13,129.00	0.00	12,872.00	257.00	2.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	21,742,829.00	26,047,154.00	1,655,089.12	5,377,529.00	20,669,625.00	79.4%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	3,480,141.00	3,768,474.00	118,677.37	350,998.00	3,417,476.00	90.7%
Professional/Consulting Services and Operating Expenditures		5800	10,645,135.00	12,897,083.00	877,032.64	6,419,284.00	6,477,799.00	50.2%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			35,881,234.00	42,725,840.00	2,650,799.13	12,160,683.00	30,565,157.00	71.5%
CAPITAL OUTLAY								
Land		6100	1,059,364.00	1,012,618.00	441.00	158,684.00	853,934.00	84.3%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	48,796,373.00	47,659,172.00	10,089,866.81	52,128,952.00	(4,469,780.00)	-9.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	3,818,769.00	3,059,842.00	0.00	301,989.00	2,757,853.00	90.1%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			53,674,506.00	51,731,632.00	10,090,307.81	52,589,625.00	(857,993.00)	-1.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			94,270,777.00	100,916,301.00	12,804,162.53	69,496,870.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	114,476,042.00	160,360,148.00	0.00	63,254,706.00	(97,105,442.00)	-60.6%
(a) TOTAL, INTERFUND TRANSFERS IN			114,476,042.00	160,360,148.00	0.00	63,254,706.00	(97,105,442.00)	-60.6%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	19,114,291.00	0.00	0.00	19,114,291.00	100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	19,114,291.00	0.00	0.00	19,114,291.00	100.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			114,476,042.00	141,245,857.00	0.00	63,254,706.00		

Resource	Description	2023-24 Projected Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	40,000.00	40,000.00	(9,707.58)	40,000.00	0.00	0.0%
5) TOTAL, REVENUES			40,000.00	40,000.00	(9,707.58)	40,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	202,231.00	202,231.00	408,192.53	199,292.00	2,939.00	1.5%
3) Employee Benefits		3000-3999	187,393.00	187,393.00	202,509.35	116,383.00	71,010.00	37.9%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	847,288.00	847,288.00	7,579.99	482,929.00	364,359.00	43.0%
6) Capital Outlay		6000-6999	426,834.00	426,834.00	520.15	72,827.00	354,007.00	82.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,663,746.00	1,663,746.00	618,802.02	871,431.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,623,746.00)	(1,623,746.00)	(628,509.60)	(831,431.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,623,746.00)	(1,623,746.00)	(628,509.60)	(831,431.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,623,800.84	2,751,660.63		2,751,660.63	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,623,800.84	2,751,660.63		2,751,660.63		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,623,800.84	2,751,660.63		2,751,660.63		
2) Ending Balance, June 30 (E + F1e)			1,000,054.84	1,127,914.63		1,920,229.63		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,000,054.84	1,127,914.63		1,920,229.63		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	40,000.00	40,000.00	(9,707.58)	40,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			40,000.00	40,000.00	(9,707.58)	40,000.00	0.00	0.0%
TOTAL, REVENUES			40,000.00	40,000.00	(9,707.58)	40,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	129,455.00	129,455.00	293,630.90	146,510.00	(17,055.00)	-13.2%
Classified Supervisors' and Administrators' Salaries		2300	41,987.00	41,987.00	62,068.19	28,451.00	13,536.00	32.2%
Clerical, Technical and Office Salaries		2400	30,789.00	30,789.00	52,493.44	24,331.00	6,458.00	21.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			202,231.00	202,231.00	408,192.53	199,292.00	2,939.00	1.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	50,551.00	50,551.00	107,015.70	51,941.00	(1,390.00)	-2.7%
OASDI/Medicare/Alternative		3301-3302	19,314.00	19,314.00	29,911.61	14,208.00	5,106.00	26.4%
Health and Welfare Benefits		3401-3402	86,262.00	86,262.00	46,163.43	36,592.00	49,670.00	57.6%
Unemployment Insurance		3501-3502	506.00	506.00	195.43	93.00	413.00	81.6%
Workers' Compensation		3601-3602	3,669.00	3,669.00	5,218.51	2,512.00	1,157.00	31.5%
OPEB, Allocated		3701-3702	27,067.00	27,067.00	13,788.68	10,930.00	16,137.00	59.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Employee Benefits		3901-3902	24.00	24.00	215.99	107.00	(83.00)	-345.8%
TOTAL, EMPLOYEE BENEFITS			187,393.00	187,393.00	202,509.35	116,383.00	71,010.00	37.9%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	3,246.00	3,246.00	4,616.43	2,271.00	975.00	30.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%
Professional/Consulting Services and Operating Expenditures		5800	838,542.00	838,542.00	2,963.56	480,658.00	357,884.00	42.7%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			847,288.00	847,288.00	7,579.99	482,929.00	364,359.00	43.0%
CAPITAL OUTLAY								
Land		6100	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	396,834.00	396,834.00	520.15	72,827.00	324,007.00	81.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			426,834.00	426,834.00	520.15	72,827.00	354,007.00	82.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,663,746.00	1,663,746.00	618,802.02	871,431.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	988,903.00	988,903.00	0.00	988,903.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,735,801.00	57,735,801.00	795,716.83	57,735,801.00	0.00	0.0%
5) TOTAL, REVENUES			58,724,704.00	58,724,704.00	795,716.83	58,724,704.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	61,481,281.00	61,481,281.00	100,234,984.88	61,481,209.00	72.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			61,481,281.00	61,481,281.00	100,234,984.88	61,481,209.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,756,577.00)	(2,756,577.00)	(99,439,268.05)	(2,756,505.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,756,577.00)	(2,756,577.00)	(99,439,268.05)	(2,756,505.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	120,723,053.89	120,327,312.54		120,327,312.54	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			120,723,053.89	120,327,312.54		120,327,312.54		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			120,723,053.89	120,327,312.54		120,327,312.54		
2) Ending Balance, June 30 (E + F1e)			117,966,476.89	117,570,735.54		117,570,807.54		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	117,966,476.89	117,570,735.54		117,570,807.54		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	988,903.00	988,903.00	0.00	988,903.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			988,903.00	988,903.00	0.00	988,903.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	53,817,374.00	53,817,374.00	0.00	53,817,374.00	0.00	0.0%
Unsecured Roll		8612	385,556.00	385,556.00	227,044.42	385,556.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8614	1,463,324.00	1,463,324.00	378,425.09	1,463,324.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,069,547.00	2,069,547.00	10,514.17	2,069,547.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	179,733.15	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			57,735,801.00	57,735,801.00	795,716.83	57,735,801.00	0.00	0.0%
TOTAL, REVENUES			58,724,704.00	58,724,704.00	795,716.83	58,724,704.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	0.00	0.00	0.00	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	22,301.00	22,301.00	32.13	22,297.00	4.00	0.0%
Debt Service - Interest		7438	24,778,917.00	24,778,917.00	72,144,850.10	24,778,850.00	67.00	0.0%
Other Debt Service - Principal		7439	36,680,063.00	36,680,063.00	28,090,102.65	36,680,062.00	1.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			61,481,281.00	61,481,281.00	100,234,984.88	61,481,209.00	72.00	0.0%
TOTAL, EXPENDITURES			61,481,281.00	61,481,281.00	100,234,984.88	61,481,209.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	260,005,331.00	263,131,248.00	30,705,446.03	263,131,248.00	0.00	0.0%
5) TOTAL, REVENUES			260,005,331.00	263,131,248.00	30,705,446.03	263,131,248.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,051,640.00	1,976,551.00	562,102.12	2,004,246.00	(27,695.00)	-1.4%
3) Employee Benefits		3000-3999	1,209,363.00	1,224,187.00	296,440.58	1,186,767.00	37,420.00	3.1%
4) Books and Supplies		4000-4999	19,710.00	13,748.00	3,666.54	17,048.00	(3,300.00)	-24.0%
5) Services and Other Operating Expenses		5000-5999	207,761,736.00	215,910,891.00	67,265,751.00	212,991,579.00	2,919,312.00	1.4%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			211,042,449.00	219,125,377.00	68,127,960.24	216,199,640.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			48,962,882.00	44,005,871.00	(37,422,514.21)	46,931,608.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,000,000.00	2,000,000.00	500,000.00	2,000,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,000,000.00)	(2,000,000.00)	(500,000.00)	(2,000,000.00)		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			46,962,882.00	42,005,871.00	(37,922,514.21)	44,931,608.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	106,614,625.93	113,860,005.21		113,860,005.21	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			106,614,625.93	113,860,005.21		113,860,005.21		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			106,614,625.93	113,860,005.21		113,860,005.21		
2) Ending Net Position, June 30 (E + F1e)			153,577,507.93	155,865,876.21		158,791,613.21		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	153,577,507.93	155,865,876.21		158,791,613.21		
OTHER STATE REVENUE								
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,701,413.00	1,701,413.00	(1,143,365.18)	2,857,842.00	1,156,429.00	68.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	229,113,411.00	253,561,108.00	30,388,436.87	251,857,233.00	(1,703,875.00)	-0.7%
All Other Fees and Contracts		8689	5,266,891.00	5,266,891.00	1,219,938.57	5,467,705.00	200,814.00	3.8%
Other Local Revenue								
All Other Local Revenue		8699	23,923,616.00	2,601,836.00	240,435.77	2,948,468.00	346,632.00	13.3%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			260,005,331.00	263,131,248.00	30,705,446.03	263,131,248.00	0.00	0.0%
TOTAL, REVENUES			260,005,331.00	263,131,248.00	30,705,446.03	263,131,248.00		
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	13,000.00	13,000.00	0.00	60,990.00	(47,990.00)	-369.2%
Classified Supervisors' and Administrators' Salaries		2300	660,138.00	660,138.00	227,849.59	679,886.00	(19,748.00)	-3.0%
Clerical, Technical and Office Salaries		2400	1,378,502.00	1,303,413.00	334,252.53	1,263,370.00	40,043.00	3.1%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			2,051,640.00	1,976,551.00	562,102.12	2,004,246.00	(27,695.00)	-1.4%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	460,692.00	475,516.00	149,531.86	464,989.00	10,527.00	2.2%
OASDI/Medicare/Alternative		3301-3302	150,960.00	150,960.00	40,756.57	146,705.00	4,255.00	2.8%
Health and Welfare Benefits		3401-3402	420,132.00	420,132.00	74,980.89	411,945.00	8,187.00	1.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Unemployment Insurance		3501-3502	8,149.00	8,149.00	270.84	4,497.00	3,652.00	44.8%
Workers' Compensation		3601-3602	30,749.00	30,749.00	7,258.87	27,251.00	3,498.00	11.4%
OPEB, Allocated		3701-3702	133,622.00	133,622.00	22,396.81	126,866.00	6,756.00	5.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	5,059.00	5,059.00	1,244.74	4,514.00	545.00	10.8%
TOTAL, EMPLOYEE BENEFITS			1,209,363.00	1,224,187.00	296,440.58	1,186,767.00	37,420.00	3.1%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	19,710.00	13,748.00	3,666.54	17,048.00	(3,300.00)	-24.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			19,710.00	13,748.00	3,666.54	17,048.00	(3,300.00)	-24.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	49,032.00	49,032.00	61,382.84	73,101.00	(24,069.00)	-49.1%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	5,415,218.00	5,415,218.00	585,680.28	4,804,533.00	610,685.00	11.3%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	78,793.00	78,793.00	16,157.01	86,783.00	(7,990.00)	-10.1%
Professional/Consulting Services and Operating Expenditures		5800	202,147,050.00	210,296,205.00	66,599,383.12	207,956,061.00	2,340,144.00	1.1%
Communications		5900	71,643.00	71,643.00	3,147.75	71,101.00	542.00	0.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			207,761,736.00	215,910,891.00	67,265,751.00	212,991,579.00	2,919,312.00	1.4%
DEPRECIATION AND AMORTIZATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Subscription Assets		6920	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			211,042,449.00	219,125,377.00	68,127,960.24	216,199,640.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	2,000,000.00	2,000,000.00	500,000.00	2,000,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,000,000.00	2,000,000.00	500,000.00	2,000,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(2,000,000.00)	(2,000,000.00)	(500,000.00)	(2,000,000.00)		

Resource	Description	2023-24 Projected Totals
Total, Restricted Net Position		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,000,000.00	2,000,000.00	(3,060,639.58)	2,000,000.00	0.00	0.0%
5) TOTAL, REVENUES			2,000,000.00	2,000,000.00	(3,060,639.58)	2,000,000.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	150,000.00	150,000.00	14,812.02	150,000.00	0.00	0.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			150,000.00	150,000.00	14,812.02	150,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			1,850,000.00	1,850,000.00	(3,075,451.60)	1,850,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	3,500,000.00	3,500,000.00	875,000.00	3,500,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			3,500,000.00	3,500,000.00	875,000.00	3,500,000.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			5,350,000.00	5,350,000.00	(2,200,451.60)	5,350,000.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	65,825,812.42	69,772,871.62		69,772,871.62	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) As of July 1 - Audited (F1a + F1b)			65,825,812.42	69,772,871.62		69,772,871.62		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			65,825,812.42	69,772,871.62		69,772,871.62		
2) Ending Net Position, June 30 (E + F1e)			71,175,812.42	75,122,871.62		75,122,871.62		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	71,175,812.42	75,122,871.62		75,122,871.62		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		
OTHER LOCAL REVENUE								
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	2,000,000.00	2,000,000.00	(3,060,639.58)	2,000,000.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,000,000.00	2,000,000.00	(3,060,639.58)	2,000,000.00	0.00	0.0%
TOTAL, REVENUES			2,000,000.00	2,000,000.00	(3,060,639.58)	2,000,000.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	150,000.00	150,000.00	14,812.02	150,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			150,000.00	150,000.00	14,812.02	150,000.00	0.00	0.0%
TOTAL, EXPENSES			150,000.00	150,000.00	14,812.02	150,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	3,500,000.00	3,500,000.00	875,000.00	3,500,000.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			3,500,000.00	3,500,000.00	875,000.00	3,500,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a + c - d + e)			3,500,000.00	3,500,000.00	875,000.00	3,500,000.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	75,122,871.62
Total, Restricted Net Position		75,122,871.62

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	64,915.76	64,915.76	62,893.00	64,936.64	20.88	0.0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
4. Total, District Regular ADA (Sum of Lines A1 through A3)	64,915.76	64,915.76	62,893.00	64,936.64	20.88	0.0%
5. District Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	64,915.76	64,915.76	62,893.00	64,936.64	20.88	0.0%
7. Adults in Correctional Facilities					0.00	
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.0%
2. District Funded County Program ADA						
a. County Community Schools	16.47	16.47	16.47	16.47	0.00	0.0%
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	16.47	16.47	16.47	16.47	0.00	0.0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	16.47	16.47	16.47	16.47	0.00	0.0%
4. Adults in Correctional Facilities					0.00	
5. County Operations Grant ADA					0.00	
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA					0.00	
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.0%
3. Charter School Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.0%
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA					0.00	
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils					0.00	
b. Juvenile Halls, Homes, and Camps					0.00	
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]					0.00	
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.0%
7. Charter School Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. Total, Charter School Funded County						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			627,894,318.00	587,270,673.00	524,554,917.00	523,481,436.00	539,789,247.00	442,618,718.00	501,356,455.00	501,848,017.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		37,193,339.00	37,193,339.00	119,561,770.00	66,948,011.00	66,948,011.00	119,561,770.00	66,948,011.00	63,334,611.00
Property Taxes	8020-8079			664,267.00				32,405,961.00	1,440,265.00	664,267.00
Miscellaneous Funds	8080-8099						(1,218,764.00)	(426,870.00)	(186,223.00)	(37,458.00)
Federal Revenue	8100-8299		6,454,697.00	17,025,905.00	15,444.00	608,156.00	10,787,436.00	47,276,365.00	63,091,078.00	25,940,741.00
Other State Revenue	8300-8599		8,450,329.00	8,525,536.00	19,967,965.00	16,668,630.00	13,105,981.00	20,666,751.00	25,654,410.00	12,526,398.00
Other Local Revenue	8600-8799		1,679,550.00	618,462.00	8,109,318.00	3,050,846.00	678,950.00	2,300,132.00	925,872.00	4,447,514.00
Interfund Transfers In	8910-8929			218,284.00	25,151.00	1,041,483.00	129,629.00	129,629.00	259,258.00	129,629.00
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			53,777,915.00	64,245,793.00	147,679,648.00	88,317,126.00	90,431,243.00	221,913,738.00	158,132,671.00	107,005,702.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		5,928,741.00	52,072,135.00	51,246,163.00	52,017,131.00	48,992,384.00	40,190,681.00	48,327,668.00	52,883,492.00
Classified Salaries	2000-2999		12,949,157.00	12,847,603.00	15,544,884.00	15,859,901.00	17,786,003.00	18,110,123.00	16,984,479.00	20,080,124.00
Employee Benefits	3000-3999		6,854,048.00	14,981,370.00	36,648,679.00	33,528,056.00	41,885,929.00	46,446,273.00	38,186,017.00	47,325,569.00
Books and Supplies	4000-4999		6,335,877.00	19,625,231.00	11,844,411.00	10,078,042.00	22,286,148.00	5,143,776.00	7,777,693.00	10,258,276.00
Services	5000-5999		13,441,753.00	12,135,769.00	12,604,011.00	18,301,010.00	17,151,696.00	25,891,574.00	20,890,317.00	16,082,474.00
Capital Outlay	6000-6599		2,344,306.00	14,914,433.00	9,664,775.00	5,622,851.00	25,269,560.00	5,764,665.00	16,528,025.00	13,424,049.00
Other Outgo	7000-7499		198,580.00	73,902.00	134,851.00	113,009.00	217,731.00	420,556.00	137,649.00	212,619.00

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
Interfund Transfers Out	7600-7629			531,013.00	531,013.00	883,593.00	177,004.00	619,515.00	177,004.00	
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			48,052,462.00	127,181,456.00	138,218,787.00	136,403,593.00	173,766,455.00	142,587,163.00	149,008,852.00	160,266,603.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299		233,486.00	2,593,642.00	9,299,229.00	73,259,208.00	1,739,102.00	314.00	602,624.00	1,385,397.00
Due From Other Funds	9310		12,382,074.00	15,813,779.00		11,584,749.00				
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	12,615,560.00	18,407,421.00	9,299,229.00	84,843,957.00	1,739,102.00	314.00	602,624.00	1,385,397.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599		43,150,879.00	5,658,063.00	8,623,571.00	20,449,679.00	15,574,419.00	20,589,152.00	9,234,881.00	6,156,935.00
Due To Other Funds	9610		15,813,779.00	12,529,451.00	11,210,000.00					
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	58,964,658.00	18,187,514.00	19,833,571.00	20,449,679.00	15,574,419.00	20,589,152.00	9,234,881.00	6,156,935.00
Nonoperating										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	(46,349,098.00)	219,907.00	(10,534,342.00)	64,394,278.00	(13,835,317.00)	(20,588,838.00)	(8,632,257.00)	(4,771,538.00)
E. NET INCREASE/DECREASE (B - C + D)			(40,623,645.00)	(62,715,756.00)	(1,073,481.00)	16,307,811.00	(97,170,529.00)	58,737,737.00	491,562.00	(58,032,439.00)
F. ENDING CASH (A + E)			587,270,673.00	524,554,917.00	523,481,436.00	539,789,247.00	442,618,718.00	501,356,455.00	501,848,017.00	443,815,578.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		443,815,578.00	467,532,747.00	484,842,269.00	458,799,441.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	115,102,382.00	63,334,611.00	63,334,611.00	115,102,383.00	0.00		934,562,849.00	934,562,849.00
Property Taxes	8020-8079		33,070,228.00	2,880,529.00	10,825,987.00			81,951,504.00	81,951,504.00
Miscellaneous Funds	8080-8099	(734,044.00)	(411,594.00)	(390,660.00)	(30,417.00)	(852,534.00)		(4,288,564.00)	(4,288,564.00)
Federal Revenue	8100-8299	29,210,492.00	22,934,886.00	27,152,265.00	24,540,259.00	92,045,305.00		367,083,029.00	367,083,029.00
Other State Revenue	8300-8599	19,491,196.00	20,423,054.00	19,646,900.00	20,689,966.00	84,875,598.00		290,692,714.00	290,692,714.00
Other Local Revenue	8600-8799	1,460,801.00	842,304.00	1,148,118.00	2,470,045.00	1,794,754.00		29,526,666.00	29,526,666.00
Interfund Transfers In	8910-8929	971,840.00	518,516.00	156,120.00	249,792.00			3,829,331.00	3,829,331.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		165,502,667.00	140,712,005.00	113,927,883.00	173,848,015.00	177,863,123.00	0.00	1,703,357,529.00	1,703,357,529.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	53,516,649.00	43,737,429.00	54,704,422.00	36,591,295.00	16,679,319.00		556,887,509.00	556,887,509.00
Classified Salaries	2000-2999	17,381,170.00	14,599,093.00	16,952,562.00	14,598,631.00	13,102,762.00		206,796,492.00	206,796,492.00
Employee Benefits	3000-3999	40,033,671.00	40,799,880.00	44,032,876.00	41,847,587.00	26,320,234.00		458,890,189.00	458,890,189.00
Books and Supplies	4000-4999	4,946,395.00	3,942,416.00	4,602,110.00	17,593,724.00	20,752,456.00		145,186,555.00	145,186,555.00
Services	5000-5999	16,171,593.00	15,839,235.00	15,888,764.00	15,713,876.00	27,394,086.00		227,506,158.00	227,506,158.00
Capital Outlay	6000-6599	5,821,710.00	3,841,808.00	636,012.00	3,588,643.00	86,022,692.00		193,443,529.00	193,443,529.00
Other Outgo	7000-7499	117,873.00	323,725.00	166,469.00	152,926.00	(42,439.00)		2,227,451.00	2,227,451.00
Interfund Transfers Out	7600-7629	177,004.00	177,004.00	177,004.00	814,220.00	1,034,957.00		5,299,331.00	5,299,331.00
All Other Financing Uses	7630-7699							0.00	0.00

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		138,166,065.00	123,260,590.00	137,160,219.00	130,900,902.00	191,264,067.00	0.00	1,796,237,214.00	1,796,237,214.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	616,378.00	17,464.00	7,504,628.00	585,751.00			97,837,223.00	
Due From Other Funds	9310							39,780,602.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		616,378.00	17,464.00	7,504,628.00	585,751.00	0.00	0.00	137,617,825.00	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	4,235,811.00	159,357.00	10,315,120.00	6,614,709.00			150,762,576.00	
Due To Other Funds	9610							39,553,230.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		4,235,811.00	159,357.00	10,315,120.00	6,614,709.00	0.00	0.00	190,315,806.00	
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		(3,619,433.00)	(141,893.00)	(2,810,492.00)	(6,028,958.00)	0.00	0.00	(52,697,981.00)	
E. NET INCREASE/DECREASE (B - C + D)		23,717,169.00	17,309,522.00	(26,042,828.00)	36,918,155.00	(13,400,944.00)	0.00	(145,577,666.00)	(92,879,685.00)
F. ENDING CASH (A + E)		467,532,747.00	484,842,269.00	458,799,441.00	495,717,596.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								482,316,652.00	

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			495,717,596.00	486,431,438.00	419,227,758.00	472,488,931.00	413,123,628.00	351,922,941.00	387,505,174.00	350,381,504.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		37,234,014.00	37,234,014.00	119,211,990.00	67,021,225.00	67,021,225.00	119,211,990.00	67,021,225.00	67,021,224.00
Property Taxes	8020-8079			664,267.00				32,405,961.00	1,440,265.00	664,267.00
Miscellaneous Funds	8080-8099					(214,805.00)	(1,218,764.00)	(426,870.00)	(186,223.00)	(37,458.00)
Federal Revenue	8100-8299		338,457.00	5,863,350.00	42,191,366.00	325,739.00	10,253,666.00	7,176,150.00	2,606,475.00	947,336.00
Other State Revenue	8300-8599		3,216,486.00	8,528,585.00	30,894,785.00	17,314,091.00	13,110,669.00	13,671,639.00	25,663,586.00	17,027,123.00
Other Local Revenue	8600-8799		1,188,560.00	618,462.00	3,145,714.00	550,846.00	678,950.00	2,300,132.00	925,872.00	4,447,514.00
Interfund Transfers In	8910-8929		129,629.00	388,887.00	596,293.00	259,258.00	129,629.00	129,629.00	259,258.00	129,629.00
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			42,107,146.00	53,297,565.00	196,040,148.00	85,256,354.00	89,975,375.00	174,468,631.00	97,730,458.00	90,199,635.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		8,331,320.00	53,439,057.00	52,656,393.00	53,450,373.00	50,335,342.00	41,270,920.00	49,650,785.00	54,461,989.00
Classified Salaries	2000-2999		24,742,014.00	13,473,542.00	16,221,299.00	16,570,674.00	18,620,134.00	18,957,918.00	17,700,504.00	20,926,654.00
Employee Benefits	3000-3999		12,843,893.00	15,220,550.00	37,193,039.00	34,014,377.00	42,546,308.00	47,199,054.00	38,723,859.00	47,992,141.00
Books and Supplies	4000-4999		137,105.00	19,789,811.00	11,943,741.00	8,235,441.00	22,473,044.00	5,186,912.00	7,842,918.00	10,344,304.00
Services	5000-5999		3,994,136.00	12,387,067.00	15,927,127.00	24,664,321.00	17,506,860.00	26,427,717.00	21,322,898.00	16,415,498.00
Capital Outlay	6000-6599		797,876.00	2,718,174.00	3,215,693.00	9,336,967.00	4,605,409.00	1,050,617.00	3,012,253.00	2,446,550.00
Other Outgo	7000-7499		43,538.00	31,084.00	56,720.00	47,533.00	91,581.00	176,892.00	57,897.00	89,430.00
Interfund Transfers Out	7600-7629		149,592.00	531,013.00	531,013.00	883,593.00	177,004.00	619,515.00	177,004.00	

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
All Other Financing Uses	7630-7699		(2,750,002.00)	(2,750,000.00)	(2,750,000.00)	(2,750,000.00)	(2,750,000.00)	(2,750,000.00)	(2,750,000.00)	(2,750,000.00)
TOTAL DISBURSEMENTS			48,289,472.00	114,840,298.00	134,995,025.00	144,453,279.00	153,605,682.00	138,139,545.00	135,738,118.00	149,926,566.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299		142,524,988.00	1,517,121.00	3,268,980.00	534,008.00	3,158,353.00	571.00	1,094,414.00	2,515,996.00
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	142,524,988.00	1,517,121.00	3,268,980.00	534,008.00	3,158,353.00	571.00	1,094,414.00	2,515,996.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599		145,628,820.00	7,178,068.00	11,052,930.00	702,386.00	728,733.00	747,424.00	210,424.00	199,095.00
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	145,628,820.00	7,178,068.00	11,052,930.00	702,386.00	728,733.00	747,424.00	210,424.00	199,095.00
Nonoperating										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	(3,103,832.00)	(5,660,947.00)	(7,783,950.00)	(168,378.00)	2,429,620.00	(746,853.00)	883,990.00	2,316,901.00
E. NET INCREASE/DECREASE (B - C + D)			(9,286,158.00)	(67,203,680.00)	53,261,173.00	(59,365,303.00)	(61,200,687.00)	35,582,233.00	(37,123,670.00)	(57,410,030.00)
F. ENDING CASH (A + E)			486,431,438.00	419,227,758.00	472,488,931.00	413,123,628.00	351,922,941.00	387,505,174.00	350,381,504.00	292,971,474.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		292,971,474.00	295,581,668.00	300,347,581.00	257,589,329.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	119,211,989.00	67,021,224.00	67,021,224.00	119,211,990.00			953,443,334.00	
Property Taxes	8020-8079		33,070,228.00	2,880,529.00	10,825,987.00			81,951,504.00	
Miscellaneous Funds	8080-8099	(734,044.00)	(411,594.00)	(390,660.00)	(30,417.00)	(637,729.00)		(4,288,564.00)	
Federal Revenue	8100-8299	712,092.00	7,388,288.00	371,193.00	1,462,608.00	38,616,101.00		118,252,821.00	
Other State Revenue	8300-8599	14,996,558.00	16,426,067.00	15,152,317.00	22,693,790.00	92,100,989.00		290,796,685.00	
Other Local Revenue	8600-8799	1,460,801.00	842,304.00	1,148,118.00	2,470,045.00	9,749,348.00		29,526,666.00	
Interfund Transfers In	8910-8929		518,516.00	156,120.00	249,792.00	882,691.00		3,829,331.00	
All Other Financing Sources	8930-8979							0.00	
TOTAL RECEIPTS		135,647,396.00	124,855,033.00	86,338,841.00	156,883,795.00	140,711,400.00	0.00	1,473,511,777.00	0.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	55,114,044.00	44,923,534.00	56,337,271.00	37,683,493.00	15,855,279.00		573,509,800.00	
Classified Salaries	2000-2999	18,113,919.00	15,214,556.00	17,582,927.00	15,214,075.00	2,176,326.00		215,514,542.00	
Employee Benefits	3000-3999	40,597,537.00	41,374,538.00	44,653,070.00	42,437,002.00	20,558,201.00		465,353,569.00	
Books and Supplies	4000-4999	4,987,876.00	3,975,478.00	4,640,704.00	17,741,268.00	29,105,515.00		146,404,117.00	
Services	5000-5999	16,506,462.00	16,167,222.00	16,217,776.00	16,039,266.00	28,640,826.00		232,217,176.00	
Capital Outlay	6000-6599	1,061,014.00	700,174.00	115,914.00	654,035.00	5,540,647.00		35,255,323.00	
Other Outgo	7000-7499	49,579.00	136,163.00	70,019.00	64,323.00	22,137.00		936,896.00	
Interfund Transfers Out	7600-7629	177,004.00	177,004.00	177,004.00	814,220.00	885,365.00		5,299,331.00	
All Other Financing Uses	7630-7699	(2,750,000.00)	(2,750,000.00)	(2,750,000.00)	(1,749,998.00)			(32,000,000.00)	

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		133,857,435.00	119,918,669.00	137,044,685.00	128,897,684.00	102,784,296.00	0.00	1,642,490,754.00	0.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	1,119,394.00	31,716.00	21,033,809.00	1,063,773.00			177,863,123.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		1,119,394.00	31,716.00	21,033,809.00	1,063,773.00	0.00	0.00	177,863,123.00	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	299,161.00	202,167.00	13,086,217.00	11,228,642.00			191,264,067.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		299,161.00	202,167.00	13,086,217.00	11,228,642.00	0.00	0.00	191,264,067.00	
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		820,233.00	(170,451.00)	7,947,592.00	(10,164,869.00)	0.00	0.00	(13,400,944.00)	
E. NET INCREASE/DECREASE (B - C + D)		2,610,194.00	4,765,913.00	(42,758,252.00)	17,821,242.00	37,927,104.00	0.00	(182,379,921.00)	0.00
F. ENDING CASH (A + E)		295,581,668.00	300,347,581.00	257,589,329.00	275,410,571.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								313,337,675.00	

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 06, 2023 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

X POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

_____ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

_____ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Kim Kelstrom Telephone: 15594573907

Title: Chief Executive, Fiscal Services E-mail: kim.kelstrom@fresnounified.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
CRITERIA AND STANDARDS (continued)			**Met**	**Not Met**
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			**No**	**Yes**
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	

S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than $20,000 and more than 5% for any of the current or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			**No**	**Yes**
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2022-23) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?		X
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)		X
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	
ADDITIONAL FISCAL INDICATORS			**No**	**Yes**
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Section I - Expenditures	Funds 01, 09, and 62			2023-24 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	1,796,237,214.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	366,987,155.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	1,657,570.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6910	28,784,730.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	2,371,911.00
5. Interfund Transfers Out	All	9300	7600-7629	5,299,331.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	6,403,441.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00

9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				44,516,983.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				1,384,733,076.00
Section II - Expenditures Per ADA				**2023-24 Annual ADA/Exps. Per ADA**
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*				62,893.00
B. Expenditures per ADA (Line I.E divided by Line II.A)				22,017.28
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		**Total**		**Per ADA**

A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	1,148,927,862.70	18,522.23
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	1,148,927,862.70	18,522.23
B. Required effort (Line A.2 times 90%)	1,034,035,076.43	16,670.01
C. Current year expenditures (Line I.E and Line II.B)	1,384,733,076.00	22,017.28
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00

E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2025-26 may be reduced by the lower of the two percentages)	0.00%	0.00%

*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 7200-7700, goals 0000 and 9000) — 51,354,265.00
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. — 0.00
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 1,128,130,462.00

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 4.55%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. — 0.00

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals
   (Functions 7200-7600, objects 1000-5999, minus Line B9) — 48,543,111.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals
   (Function 7700, objects 1000-5999, minus Line B10) — 15,538,679.00

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	141,500.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	7,467,609.15
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	5,912.95
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	71,696,812.10
9. Carry-Forward Adjustment (Part IV, Line F)	21,037,814.22
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	92,734,626.32
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	868,270,689.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	211,014,788.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	133,810,441.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	78,128,874.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	1,657,570.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	1,578,159.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	8,480,159.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	3,120,207.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	64,412.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	156,655,668.85
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	124,042.05
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	3,067,594.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	8,051,042.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	32,365,049.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	37,695,638.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	1,544,084,332.90
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	4.64%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2025-26 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	6.01%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	71,696,812.10
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	(3,101,200.43)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (3.08%) times Part III, Line B19); zero if negative	21,037,814.22
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (3.08%) times Part III, Line B19) or (the highest rate used to recover costs from any program (3.08%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	21,037,814.22
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	21,037,814.22

Approved indirect cost rate: 3.08%

Highest rate used in any program: 3.08%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	74,360,775.00	2,290,312.00	3.08%
01	3010	63,296,373.00	1,949,528.00	3.08%
01	3060	560,016.00	16,484.00	2.94%
01	3061	108,896.00	3,354.00	3.08%
01	3110	14,552.00	448.00	3.08%
01	3182	2,035,410.00	62,679.00	3.08%
01	3213	65,520,245.00	2,018,024.00	3.08%
01	3214	19,218,107.00	591,918.00	3.08%
01	3305	609,448.00	18,771.00	3.08%
01	3309	38,830.00	1,196.00	3.08%
01	3310	11,346,728.00	349,479.00	3.08%
01	3311	9,961.00	307.00	3.08%
01	3312	2,982,526.00	91,862.00	3.08%
01	3315	294,037.00	9,056.00	3.08%
01	3318	102,597.00	3,160.00	3.08%
01	3326	1,212.00	37.00	3.05%
01	3327	792,785.00	24,418.00	3.08%
01	3345	2,362.00	72.00	3.05%
01	3385	81,961.00	2,524.00	3.08%
01	3395	25,605.00	789.00	3.08%
01	3550	989,682.00	30,482.00	3.08%
01	4035	10,676,597.00	328,840.00	3.08%
01	4124	1,133,096.00	34,899.00	3.08%
01	4201	51,299.00	1,580.00	3.08%
01	4203	1,654,691.00	50,964.00	3.08%
01	4510	41,332.00	1,273.00	3.08%
01	5630	25,339.00	780.00	3.08%
01	5632	39,727.00	1,223.00	3.08%
01	5634	558,224.00	17,193.00	3.08%
01	5810	2,321,393.00	51,794.00	2.23%
01	6010	15,339,422.00	472,454.00	3.08%
01	6211	1,230,500.00	37,899.00	3.08%
01	6266	3,093,404.00	95,277.00	3.08%
01	6331	695,958.00	21,436.00	3.08%
01	6385	85,311.00	2,628.00	3.08%
01	6387	2,540,211.00	78,238.00	3.08%
01	6388	2,780,308.00	85,633.00	3.08%
01	6500	144,340,311.00	4,445,682.00	3.08%

01	6510	1,823,277.00	56,157.00	3.08%
01	6520	450,451.00	13,874.00	3.08%
01	6546	2,961,393.00	91,211.00	3.08%
01	6547	5,177,502.00	159,467.00	3.08%
01	6770	1,002,550.00	30,879.00	3.08%
01	7085	956,989.00	29,475.00	3.08%
01	7220	418,304.00	12,884.00	3.08%
01	7311	172,736.00	5,320.00	3.08%
01	7388	1,008,984.00	31,077.00	3.08%
01	7412	1,519,069.00	46,787.00	3.08%
01	7413	45,255.00	1,394.00	3.08%
01	7425	145,104.00	4,469.00	3.08%
01	7435	29,243,771.00	900,708.00	3.08%
01	7810	619,478.00	19,080.00	3.08%
01	8150	39,733,385.00	1,223,788.00	3.08%
01	9010	10,458,991.00	120,149.00	1.15%
11	3555	53,947.00	1,662.00	3.08%
11	5810	4,634.00	142.00	3.06%
11	6391	5,582,684.00	171,947.00	3.08%
12	5025	401,649.00	12,371.00	3.08%
12	5035	859,982.00	26,484.00	3.08%
12	5059	692,130.00	21,318.00	3.08%
12	6040	989,551.00	30,478.00	3.08%
12	6052	38,805.00	1,195.00	3.08%
12	6053	1,958,209.00	60,271.00	3.08%
12	6105	23,040,315.00	709,898.00	3.08%
12	6128	4,094,595.00	126,182.00	3.08%
12	9010	1,739,066.00	50,320.00	2.89%
13	5310	31,675,079.00	975,592.00	3.08%
13	5320	5,551,983.00	170,907.00	3.08%
13	5810	126,806.00	3,905.00	3.08%
13	9010	341,770.00	6,077.00	1.78%

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	1,012,225,789.00	1.87%	1,031,106,274.00	1.94%	1,051,064,020.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	25,053,836.00	.41%	25,157,807.00	0.00%	25,157,807.00
4. Other Local Revenues	8600-8799	13,724,817.00	0.00%	13,724,817.00	0.00%	13,724,817.00
5. Other Financing Sources						
a. Transfers In	8900-8929	30,000.00	0.00%	30,000.00	0.00%	30,000.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(142,963,661.00)	5.17%	(150,356,540.00)	3.50%	(155,612,418.00)
6. Total (Sum lines A1 thru A5c)		908,070,781.00	1.28%	919,662,358.00	1.60%	934,364,226.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				410,283,250.00		440,829,019.00
b. Step & Column Adjustment				1,900,000.00		1,900,000.00
c. Cost-of-Living Adjustment				9,690,000.00		14,917,500.00
d. Other Adjustments				18,955,769.00		(1,670,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	410,283,250.00	7.45%	440,829,019.00	3.44%	455,976,519.00
2. Classified Salaries						
a. Base Salaries				127,457,860.00		137,122,005.00
b. Step & Column Adjustment				100,000.00		1,000,000.00
c. Cost-of-Living Adjustment				4,845,000.00		7,458,750.00
d. Other Adjustments				4,719,145.00		940,000.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	127,457,860.00	7.58%	137,122,005.00	6.85%	146,520,755.00
3. Employee Benefits	3000-3999	253,279,074.00	4.69%	265,150,476.00	3.01%	273,131,212.00
4. Books and Supplies	4000-4999	46,801,631.00	58.56%	74,208,368.00	(10.38%)	66,508,368.00
5. Services and Other Operating Expenditures	5000-5999	105,049,306.00	19.13%	125,149,173.00	(.75%)	124,209,173.00
6. Capital Outlay	6000-6999	20,974,040.00	(96.31%)	774,314.00	0.00%	774,314.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,634,140.00	0.00%	1,634,140.00	0.00%	1,634,140.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(18,308,161.00)	(8.19%)	(16,808,161.00)	0.00%	(16,808,161.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,500,000.00	0.00%	1,500,000.00	0.00%	1,500,000.00
b. Other Uses	7630-7699	0.00	0.00%	(32,000,000.00)	0.00%	(32,000,000.00)
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		948,671,140.00	5.15%	997,559,334.00	2.39%	1,021,446,320.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(40,600,359.00)		(77,896,976.00)		(87,082,094.00)
D. FUND BALANCE						
1.Net Beginning Fund Balance(Form 01I, line F1e)		328,389,749.07		287,789,390.07		209,892,414.07
2. Ending Fund Balance (Sum lines C and D1)		287,789,390.07		209,892,414.07		122,810,320.07
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	5,262,094.01		5,262,094.01		5,262,094.01
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	153,900,000.00		77,420,000.00		33,620,000.00
d. Assigned	9780	3,300,000.00		800,000.00		800,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	125,327,296.06		126,410,320.06		83,128,226.06

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		287,789,390.07		209,892,414.07		122,810,320.07
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	125,327,296.06		126,410,320.06		83,128,226.06
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		125,327,296.06		126,410,320.06		83,128,226.06

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

B1d - Includes labor negotiations to include increase to longevity, increased stipends for special education, nurses, and DIS, class size cap stipends, shift expenses from ESSER to utilize pandemic recovery;
B2d - shift expenses from ESSER to support pandemic recovery and minimum wage;

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	367,083,029.00	(67.79%)	118,252,821.00	0.00%	118,252,821.00
3. Other State Revenues	8300-8599	265,638,878.00	0.00%	265,638,878.00	0.00%	265,638,878.00
4. Other Local Revenues	8600-8799	15,801,849.00	0.00%	15,801,849.00	0.00%	15,801,849.00
5. Other Financing Sources						
a. Transfers In	8900-8929	3,799,331.00	0.00%	3,799,331.00	0.00%	3,799,331.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	142,963,661.00	5.17%	150,356,540.00	3.50%	155,612,418.00
6. Total (Sum lines A1 thru A5c)		795,286,748.00	(30.36%)	553,849,419.00	.95%	559,105,297.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				146,604,259.00		132,680,781.00
b. Step & Column Adjustment				550,000.00		569,219.00
c. Cost-of-Living Adjustment				1,710,000.00		2,632,500.00
d. Other Adjustments				(16,183,478.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	146,604,259.00	(9.50%)	132,680,781.00	2.41%	135,882,500.00
2. Classified Salaries						
a. Base Salaries				79,338,632.00		78,392,537.00
b. Step & Column Adjustment				275,000.00		284,689.00
c. Cost-of-Living Adjustment				855,000.00		1,316,250.00
d. Other Adjustments				(2,076,095.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	79,338,632.00	(1.19%)	78,392,537.00	2.04%	79,993,476.00
3. Employee Benefits	3000-3999	205,611,115.00	(2.63%)	200,203,093.00	.80%	201,803,952.00
4. Books and Supplies	4000-4999	98,384,924.00	(26.62%)	72,195,749.00	(1.96%)	70,783,445.00
5. Services and Other Operating Expenditures	5000-5999	122,456,852.00	(12.57%)	107,068,003.00	(36.57%)	67,910,808.00
6. Capital Outlay	6000-6999	172,469,489.00	(80.01%)	34,481,009.00	0.00%	34,481,009.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,962,060.00	(22.20%)	2,304,358.00	28.54%	2,962,060.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	15,939,412.00	(13.38%)	13,806,559.00	0.00%	13,806,559.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	3,799,331.00	0.00%	3,799,331.00	0.00%	3,799,331.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		847,566,074.00	(23.91%)	644,931,420.00	(5.20%)	611,423,140.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(52,279,326.00)		(91,082,001.00)		(52,317,843.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		233,156,055.51		180,876,729.51		89,794,728.51
2. Ending Fund Balance (Sum lines C and D1)		180,876,729.51		89,794,728.51		37,476,885.51
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	180,876,729.95		89,794,728.51		37,476,885.51
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	(.44)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		180,876,729.51		89,794,728.51		37,476,885.51
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

B1d - Includes labor negotiations to include increase to longevity, increased stipends for special education, shift expenses from ESSER to utilize pandemic recovery in unrestricted general fund; B2d - shift expenses from ESSER to support pandemic recovery in unrestricted general fund;

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	1,012,225,789.00	1.87%	1,031,106,274.00	1.94%	1,051,064,020.00
2. Federal Revenues	8100-8299	367,083,029.00	(67.79%)	118,252,821.00	0.00%	118,252,821.00
3. Other State Revenues	8300-8599	290,692,714.00	.04%	290,796,685.00	0.00%	290,796,685.00
4. Other Local Revenues	8600-8799	29,526,666.00	0.00%	29,526,666.00	0.00%	29,526,666.00
5. Other Financing Sources						
a. Transfers In	8900-8929	3,829,331.00	0.00%	3,829,331.00	0.00%	3,829,331.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		1,703,357,529.00	(13.49%)	1,473,511,777.00	1.35%	1,493,469,523.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				556,887,509.00		573,509,800.00
b. Step & Column Adjustment				2,450,000.00		2,469,219.00
c. Cost-of-Living Adjustment				11,400,000.00		17,550,000.00
d. Other Adjustments				2,772,291.00		(1,670,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	556,887,509.00	2.98%	573,509,800.00	3.20%	591,859,019.00
2. Classified Salaries						
a. Base Salaries				206,796,492.00		215,514,542.00
b. Step & Column Adjustment				375,000.00		1,284,689.00
c. Cost-of-Living Adjustment				5,700,000.00		8,775,000.00
d. Other Adjustments				2,643,050.00		940,000.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	206,796,492.00	4.22%	215,514,542.00	5.10%	226,514,231.00
3. Employee Benefits	3000-3999	458,890,189.00	1.41%	465,353,569.00	2.06%	474,935,164.00
4. Books and Supplies	4000-4999	145,186,555.00	.84%	146,404,117.00	(6.22%)	137,291,813.00
5. Services and Other Operating Expenditures	5000-5999	227,506,158.00	2.07%	232,217,176.00	(17.27%)	192,119,981.00
6. Capital Outlay	6000-6999	193,443,529.00	(81.77%)	35,255,323.00	0.00%	35,255,323.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	4,596,200.00	(14.31%)	3,938,498.00	16.70%	4,596,200.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,368,749.00)	26.72%	(3,001,602.00)	0.00%	(3,001,602.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	5,299,331.00	0.00%	5,299,331.00	0.00%	5,299,331.00
b. Other Uses	7630-7699	0.00	0.00%	(32,000,000.00)	0.00%	(32,000,000.00)
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		1,796,237,214.00	(8.56%)	1,642,490,754.00	(.59%)	1,632,869,460.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(92,879,685.00)		(168,978,977.00)		(139,399,937.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		561,545,804.58		468,666,119.58		299,687,142.58
2. Ending Fund Balance (Sum lines C and D1)		468,666,119.58		299,687,142.58		160,287,205.58
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	5,262,094.01		5,262,094.01		5,262,094.01
b. Restricted	9740	180,876,729.95		89,794,728.51		37,476,885.51
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	153,900,000.00		77,420,000.00		33,620,000.00
d. Assigned	9780	3,300,000.00		800,000.00		800,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	125,327,296.06		126,410,320.06		83,128,226.06

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	(.44)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		468,666,119.58		299,687,142.58		160,287,205.58
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	125,327,296.06		126,410,320.06		83,128,226.06
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(.44)		0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		125,327,295.62		126,410,320.06		83,128,226.06
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		6.98%		7.70%		5.09%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d						
(Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		62,893.00		62,793.00		62,693.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		1,796,237,214.00		1,642,490,754.00		1,632,869,460.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		1,796,237,214.00		1,642,490,754.00		1,632,869,460.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		35,924,744.28		32,849,815.08		32,657,389.20
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		35,924,744.28		32,849,815.08		32,657,389.20
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01I GENERAL FUND								
Expenditure Detail	0.00	(666,883.00)	0.00	(2,368,749.00)				
Other Sources/Uses Detail					3,829,331.00	5,299,331.00		
Fund Reconciliation								
08I STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	42,959.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09I CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10I SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11I ADULT EDUCATION FUND								
Expenditure Detail	5,113.00	0.00	173,751.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12I CHILD DEVELOPMENT FUND								
Expenditure Detail	71,382.00	0.00	1,038,517.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13I CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(55,259.00)	1,156,481.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14I DEFERRED MAINTENANCE FUND								
Expenditure Detail	28,955.00	0.00						
Other Sources/Uses Detail					6,299,331.00	0.00		
Fund Reconciliation								
15I PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17I SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18I SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19I FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20I SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21I BUILDING FUND								
Expenditure Detail	135,952.00	0.00						
Other Sources/Uses Detail					0.00	69,554,037.00		
Fund Reconciliation								
25I CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	30,000.00		
Fund Reconciliation								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
30I STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35I COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	350,998.00	0.00						
Other Sources/Uses Detail					63,254,706.00	0.00		
Fund Reconciliation								
40I SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49I CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51I BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52I DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53I TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56I DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57I FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61I CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62I CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63I OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66I WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67I SELF-INSURANCE FUND								
Expenditure Detail	86,783.00	0.00						
Other Sources/Uses Detail					0.00	2,000,000.00		
Fund Reconciliation								
71I RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					3,500,000.00			
Fund Reconciliation								
73I FOUNDATION PRIVATE-PURPOSE TRUST FUND								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76I WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95I STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	722,142.00	(722,142.00)	2,368,749.00	(2,368,749.00)	76,883,368.00	76,883,368.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: **-2.0% to +2.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2023-24)				
District Regular	64,915.76	64,936.64		
Charter School	0.00	0.00		
Total ADA	**64,915.76**	**64,936.64**	**0.0%**	**Met**
1st Subsequent Year (2024-25)				
District Regular	63,772.15	63,545.71		
Charter School				
Total ADA	**63,772.15**	**63,545.71**	**(.4%)**	**Met**
2nd Subsequent Year (2025-26)				
District Regular	63,451.47	62,709.51		
Charter School				
Total ADA	**63,451.47**	**62,709.51**	**(1.2%)**	**Met**

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption

District's Enrollment Standard Percentage Range: **-2.0% to +2.0%**

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget Adoption (Form 01CS, Item 3B)	Enrollment First Interim CBEDS/Projected	Percent Change	Status
Current Year (2023-24)				
District Regular	69,275.00	68,362.00		
Charter School				
Total Enrollment	**69,275.00**	**68,362.00**	**(1.3%)**	**Met**
1st Subsequent Year (2024-25)				
District Regular	69,275.00	68,362.00		
Charter School				
Total Enrollment	**69,275.00**	**68,362.00**	**(1.3%)**	**Met**
2nd Subsequent Year (2025-26)				
District Regular	69,275.00	68,362.00		
Charter School				
Total Enrollment	**69,275.00**	**68,362.00**	**(1.3%)**	**Met**

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2020-21)			
District Regular	66,904	69,703	
Charter School			
Total ADA/Enrollment	**66,904**	**69,703**	**96.0%**
Second Prior Year (2021-22)			
District Regular	58,744	69,516	
Charter School			
Total ADA/Enrollment	**58,744**	**69,516**	**84.5%**
First Prior Year (2022-23)			
District Regular	62,395	69,281	
Charter School			
Total ADA/Enrollment	**62,395**	**69,281**	**90.1%**
		Historical Average Ratio:	90.2%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**90.7%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2023-24)				
District Regular	62,893	68,362		
Charter School	0			
Total ADA/Enrollment	**62,893**	**68,362**	**92.0%**	**Not Met**
1st Subsequent Year (2024-25)				
District Regular	62,893	68,362		
Charter School				
Total ADA/Enrollment	**62,893**	**68,362**	**92.0%**	**Not Met**
2nd Subsequent Year (2025-26)				
District Regular	62,793	68,362		
Charter School				
Total ADA/Enrollment	**62,793**	**68,362**	**91.9%**	**Not Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The 2021/22 Attendance rate was exceptionally low due to the pandemic and is now in recovery.

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)			
Fiscal Year	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals	Percent Change	Status
Current Year (2023-24)	1,013,321,745.00	1,016,514,353.00	.3%	Met
1st Subsequent Year (2024-25)	1,034,467,099.00	1,035,483,157.00	.1%	Met
2nd Subsequent Year (2025-26)	1,062,968,334.00	1,055,495,787.00	(.7%)	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - LCFF revenue has not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Unaudited Actuals - Unrestricted (Resources 0000-1999) Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2020-21)	580,488,944.38	654,257,360.02	88.7%
Second Prior Year (2021-22)	603,579,879.59	686,000,252.40	88.0%
First Prior Year (2022-23)	659,961,022.72	832,267,777.50	79.3%
		Historical Average Ratio:	85.3%

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	2%	2%	2%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**82.3% to 88.3%**	**82.3% to 88.3%**	**82.3% to 88.3%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01I, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Projected Year Totals - Unrestricted (Resources 0000-1999) Total Expenditures (Form 01I, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Current Year (2023-24)	791,020,184.00	947,171,140.00	83.5%	Met
1st Subsequent Year (2024-25)	843,101,500.00	1,028,059,334.00	82.0%	Not Met
2nd Subsequent Year (2025-26)	875,628,486.00	1,051,946,320.00	83.2%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation: (required if NOT met)	In 2024/25 reducing workers compensation rate due to lower cost in the internal service fund.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	**-5.0% to +5.0%**
District's Other Revenues and Expenditures Explanation Percentage Range:	**-5.0% to +5.0%**

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2023-24)	369,696,729.00	367,083,029.00	-.7%	No
1st Subsequent Year (2024-25)	120,866,521.00	118,252,821.00	-2.2%	No
2nd Subsequent Year (2025-26)	120,866,521.00	118,252,821.00	-2.2%	No

Explanation: (required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2023-24)	298,165,335.00	290,692,714.00	-2.5%	No
1st Subsequent Year (2024-25)	298,269,306.00	290,796,685.00	-2.5%	No
2nd Subsequent Year (2025-26)	298,269,306.00	290,796,685.00	-2.5%	No

Explanation: (required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2023-24)	25,509,251.00	29,526,666.00	15.7%	Yes
1st Subsequent Year (2024-25)	25,509,251.00	29,526,666.00	15.7%	Yes
2nd Subsequent Year (2025-26)	25,509,251.00	29,526,666.00	15.7%	Yes

Explanation: (required if Yes)
Recognize Medi-Cal reimbursements due to increased reporting.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2023-24)	110,872,361.00	145,186,555.00	30.9%	Yes
1st Subsequent Year (2024-25)	110,586,488.00	146,404,117.00	32.4%	Yes
2nd Subsequent Year (2025-26)	101,474,184.00	137,291,813.00	35.3%	Yes

Explanation: (required if Yes)
2023/24 includes carryover of grants to 2023/24. 2024/25 includes one-time textbook adoptions of $16.5 million and utilization of Arts and Music block grant. 2025/26 includes one-time textbook adoptions of $8.8 million and utilization of Arts and Music Block grant.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2023-24)	211,089,598.00	227,506,158.00	7.8%	Yes
1st Subsequent Year (2024-25)	185,862,963.00	232,217,176.00	24.9%	Yes
2nd Subsequent Year (2025-26)	187,422,963.00	192,119,981.00	2.5%	No

Explanation: (required if Yes)
In 2023/24 and 2024/25 allocated Learning Recovery Block Grant to appropriate object codes after district planning.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2023-24)	693,371,315.00	687,302,409.00	-.9%	Met
1st Subsequent Year (2024-25)	444,645,078.00	438,576,172.00	-1.4%	Met
2nd Subsequent Year (2025-26)	444,645,078.00	438,576,172.00	-1.4%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2023-24)	321,961,959.00	372,692,713.00	15.8%	Not Met
1st Subsequent Year (2024-25)	296,449,451.00	378,621,293.00	27.7%	Not Met
2nd Subsequent Year (2025-26)	288,897,147.00	329,411,794.00	14.0%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

1a. STANDARD MET - Projected total operating revenues have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation: Federal Revenue (linked from 6A if NOT met)

Explanation: Other State Revenue (linked from 6A if NOT met)

Explanation: Other Local Revenue (linked from 6A if NOT met)

1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6A if NOT met)

2023/24 includes carryover of grants to 2023/24. 2024/25 includes one-time textbook adoptions of $16.5 million and utilization of Arts and Music block grant. 2025/26 includes one-time textbook adoptions of $8.8 million and utilization of Arts and Music Block grant.

Explanation: Services and Other Exps (linked from 6A if NOT met)

In 2023/24 and 2024/25 allocated Learning Recovery Block Grant to appropriate object codes after district planning.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

		Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1.	OMMA/RMA Contribution	44,938,896.63	45,214,758.00	Met
2.	Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		45,256,035.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
	Other (explanation must be provided)

Explanation:
(required if NOT met and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in any of the current fiscal year or two subsequent fiscal years.

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Available Reserve Percentages (Criterion 10C, Line 9)	7.0%	7.7%	5.1%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	**2.3%**	**2.6%**	**1.7%**

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

	Projected Year Totals			
Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Current Year (2023-24)	(40,600,359.00)	948,671,140.00	4.3%	Not Met
1st Subsequent Year (2024-25)	(77,896,976.00)	997,559,334.00	7.8%	Not Met
2nd Subsequent Year (2025-26)	(87,082,094.00)	1,021,446,320.00	8.5%	Not Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

2023/24, 2024/25, 2025/26 includes one-time expenditures of $32.8 million, $54.0 million, and $44 million. In 2024/25 and 2025/26 the district will utilize the committed fund balance for pandemic recovery and future textbook adoptions.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)	Status
Current Year (2023-24)	468,666,119.58	Met
1st Subsequent Year (2024-25)	299,687,142.58	Met
2nd Subsequent Year (2025-26)	160,287,205.58	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2023-24)	495,717,596.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or $80,000 (greater of)	0	to 300
4% or $80,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	62,893.00	62,793.00	62,693.00
District's Reserve Standard Percentage Level:	**2%**	**2%**	**2%**

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? Yes
2. If you are the SELPA AU and are excluding special education pass-through funds:
   a. Enter the name(s) of the SELPA(s):

	Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11)	1,796,237,214.00	1,642,490,754.00	1,632,869,460.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	1,796,237,214.00	1,642,490,754.00	1,632,869,460.00

4.	Reserve Standard Percentage Level	2%	2%	2%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	35,924,744.28	32,849,815.08	32,657,389.20
6.	Reserve Standard - by Amount ($80,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard (Greater of Line B5 or Line B6)**	**35,924,744.28**	**32,849,815.08**	**32,657,389.20**

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	125,327,296.06	126,410,320.06	83,128,226.06
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	(.44)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	125,327,295.62	126,410,320.06	83,128,226.06
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	6.98%	7.70%	5.09%
District's Reserve Standard (Section 10B, Line 7):	**35,924,744.28**	**32,849,815.08**	**32,657,389.20**
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget? — No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent? — No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds? (Refer to Education Code Section 42603) — Yes

1b. If Yes, identify the interfund borrowings:

Interfund borrowing has provided temporary borrowing to Adulte Education and Bond Interest and Redemption until April taxes are received. The Adult Education currently has an outstanding interfund transfer of $1,750,000 and Bond Interest and Redemption between issuances of $550,000.

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? — No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than $20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than $20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0% or -$20,000 to +$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**					
Current Year (2023-24)	(129,564,143.00)	(142,963,661.00)	10.3%	13,399,518.00	Not Met
1st Subsequent Year (2024-25)	(130,738,127.00)	(150,356,540.00)	15.0%	19,618,413.00	Not Met
2nd Subsequent Year (2025-26)	(132,261,504.00)	155,612,418.00	-217.7%	(287,873,922.00)	Not Met
1b. **Transfers In, General Fund ***					
Current Year (2023-24)	5,186,409.00	3,829,331.00	-26.2%	(1,357,078.00)	Not Met
1st Subsequent Year (2024-25)	5,186,409.00	3,829,331.00	-26.2%	(1,357,078.00)	Not Met
2nd Subsequent Year (2025-26)	5,186,409.00	3,829,331.00	-26.2%	(1,357,078.00)	Not Met
1c. **Transfers Out, General Fund ***					
Current Year (2023-24)	9,156,409.00	5,299,331.00	-42.1%	(3,857,078.00)	Not Met
1st Subsequent Year (2024-25)	9,156,409.00	5,299,331.00	-42.1%	(3,857,078.00)	Not Met
2nd Subsequent Year (2025-26)	9,156,409.00	5,299,331.00	-42.1%	(3,857,078.00)	Not Met

1d. **Capital Project Cost Overruns**

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation: (required if NOT met)

Special Education includes negotiated increases for salary compensation including all employees increased salary from 4% in Adopted Budget to 8.5% in First Interim as well as paraprofessional increased duty days, hours and pay rate by $2.50 per hour.

1b. NOT MET - The projected transfers in to the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation: (required if NOT met)

Modify amount of contribution from the bond funds to support Restricted Routine Maintenance projects.

1c. NOT MET - The projected transfers out of the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

District is showing contribution to deferred maintenance instead of transfers out and reduced support from bond funds to support deferred maintenance projects through Restricted Routine Maintenance.

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
   (If No, skip items 1b and 2 and sections S6B and S6C) — Yes

   b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? — No

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2023-24
Capital Leases				
Certificates of Participation				
General Obligation Bonds	33	General Obligation Bonds	General Obligation Bonds	752,267,216
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (do not include OPEB):				
TOTAL:				752,267,216

Type of Commitment (continued)	Prior Year (2022-23) Annual Payment (P & I)	Current Year (2023-24) Annual Payment (P & I)	1st Subsequent Year (2024-25) Annual Payment (P & I)	2nd Subsequent Year (2025-26) Annual Payment (P & I)
Capital Leases				
Certificates of Participation				
General Obligation Bonds	54,787,014	45,922,455	43,371,903	40,082,662
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				

Total Annual Payments:	54,787,014	45,922,455	43,371,903	40,082,662
Has total annual payment increased over prior year (2022-23)?		**No**	**No**	**No**

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes to increase in total annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1	a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)	Yes
	b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?	Yes
	c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?	No

2 OPEB Liabilities	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. Total OPEB liability	1,051,184,852.00	713,779,842.00
b. OPEB plan(s) fiduciary net position (if applicable)	71,175,812.00	75,122,871.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	980,009,040.00	638,656,971.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.	Oct 07, 2022	Sep 27, 2023

3 OPEB Contributions		
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method	Budget Adoption (Form 01CS, Item S7A)	First Interim
Current Year (2023-24)	66,541,192.00	66,879,115.00
1st Subsequent Year (2024-25)	66,541,192.00	66,879,115.00
2nd Subsequent Year (2025-26)	66,541,192.00	66,879,115.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2023-24)	53,540,939.00	46,973,672.00
1st Subsequent Year (2024-25)	54,429,595.00	46,973,672.00
2nd Subsequent Year (2025-26)	55,715,127.00	46,983,672.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2023-24)	50,815,371.00	35,086,433.00
1st Subsequent Year (2024-25)	52,729,282.00	36,125,324.00
2nd Subsequent Year (2025-26)	55,022,853.00	37,295,213.00
d. Number of retirees receiving OPEB benefits		
Current Year (2023-24)	5,513	5,487
1st Subsequent Year (2024-25)	5,513	5,487
2nd Subsequent Year (2025-26)	5,513	5,487

4. Comments:

The District implemented Medicare self-insured plan in July 2023 and a revised actuarial was completed, in addition, the district has entered into agreement with Fresno Teachers Association for Medi-Care gap coverage with retiree contributions. Once all other unions have settled,

a revised OPEB actuarial will be completed.

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1 a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4) — Yes

b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities? — Yes

c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions? — No

2 Self-Insurance Liabilities

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs	60,450,398.00	62,317,056.00
b. Unfunded liability for self-insurance programs	3,208,273.00	0.00

3 Self-Insurance Contributions

a. Required contribution (funding) for self-insurance programs	Budget Adoption (Form 01CS, Item S7B)	First Interim
Current Year (2023-24)	175,555,967.00	205,196,588.00
1st Subsequent Year (2024-25)	179,001,164.00	202,196,588.00
2nd Subsequent Year (2025-26)	183,945,516.00	202,196,588.00

b. Amount contributed (funded) for self-insurance programs

Current Year (2023-24)	175,555,967.00	205,196,588.00
1st Subsequent Year (2024-25)	179,001,164.00	202,196,588.00
2nd Subsequent Year (2025-26)	183,945,516.00	202,196,588.00

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption? No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full-time-equivalent (FTE) positions	4,271.0	4,219.0	4,144.0	4,069.0

1a. Have any salary and benefit negotiations been settled since budget adoption? Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? No

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting: Nov 01, 2023

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification: Oct 30, 2023

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement? No

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: Jul 01, 2023 End Date: Jun 30, 2026

5. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes
One Year Agreement			
Total cost of salary settlement	36,550,000		
% change in salary schedule from prior year	8.5%		
or			
Multiyear Agreement			
Total cost of salary settlement	36,550,000	24,700,000	19,350,000
% change in salary schedule from prior year (may enter text, such as "Reopener")	8.5%	3%, longevity, class size stipends, nurse/DIS/Sped/Bilingual stipends	4.5%

Identify the source of funding that will be used to support multiyear salary commitments:

General Fund

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	

		Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
7.	Amount included for any tentative salary schedule increases			

Certificated (Non-management) Health and Welfare (H&W) Benefits		Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits			
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year			

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?	No		
If Yes, amount of new costs included in the interim and MYPs			

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments		Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments			
3.	Percent change in step & column over prior year			

Certificated (Non-management) Attrition (layoffs and retirements)		Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption? No

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified (non-management) FTE positions	3,211.0	3,483.0	3,483.0	3,483.0

1a. Have any salary and benefit negotiations been settled since budget adoption? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement? n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 1,100,000

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)

7.	Amount included for any tentative salary schedule increases	9,350,000	3,300,000	4,950,000

Classified (Non-management) Health and Welfare (H&W) Benefits	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?	No		
If Yes, amount of new costs included in the interim and MYPs			

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

Classified (Non-management) Attrition (layoffs and retirements)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption? Yes

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	1,090.0	1,205.0	1,205.0	1,205.0

1a. Have any salary and benefit negotiations been settled since budget adoption? n/a

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled? No

If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits 1,200,000

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
4. Amount included for any tentative salary schedule increases	10,200,000	3,600,000	5,400,000

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits			

3.	Percent change in cost of other benefits over prior year			

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year? No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1.	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior and current fiscal years?	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?	No
A5.	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	Yes
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	Yes
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District First Interim Criteria and Standards Review

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM C-45

AGENDA SECTION: C
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Receive
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for ten Board Policies (BP) and one Exhibit (E) as follows:

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 0460 Local Control and Accountability Plan
- BP 1312.3 Uniform Complaint Procedures
- BP 3230 Federal Grant Funds
- BP 3250 Accounts Receivable Write Off Policy
- BP 3320 Claims and Actions Against the District
- BP 3530 Insurance Management
- BP 4113.5 Telework (NEW)
- BP 4156.3, 4256.3, 4356.3 Employee Property Reimbursement
- BP 6020 Parent Involvement
- E 9270 Conflict of Interest

These revisions meet the California School Boards Association (CSBA) recommendations and best practices. The items will be brought back for approval at a future Board meeting.

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

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

DRAFT

Fresno Unified Board Policy (BP) 0410 Nondiscrimination In District Programs And Activities

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices or school attendance within a school under the jurisdiction of the Superintendent shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age (40 and above), religion, marital status, pregnancy, parental status, reproductive health decision-making, childbirth, breast feeding/lactation status, medical condition, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 – Nondiscrimination in Employment)
(cf. 4032 – Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.8 – Anti-Bullying)
(cf. 5145.3 –Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)
(cf. 5146 – Married/Pregnant/Parenting Students)
(cf. 1240 - Volunteer Assistance)
(cf. 6145.2 – Athletic Competition)
(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 – Identification and Education Under Section 504)
(cf. 6178 – Career Technical Education)
(cf. 6200 – Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

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)

The Board recognizes that with few exceptions, as expressly set forth in Government Code section 12951, speaking languages other than English is a legally protected right and critically important asset in providing educational services in a community as ethnically and culturally diverse as Fresno Unified.

Additionally, pursuant to Title VII of the Civil Rights Act of 1964, district programs and activities shall be free from any unlawful language discrimination, which falls under the class of national origin discrimination. Language discrimination occurs when a person is treated differently because of their native language or other characteristics of their speech, including their accent, vocabulary, and/or syntax.

District programs and activities shall ~~also~~ be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. They shall take prompt, reasonable actions to remove any identified barrier.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in Board Policy **(BP)/**Administrative Regulation **(**AR**)** 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 Code of Federal Regulations (CFR) 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admissions and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, application forms, or other materials distributed by the district. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1312.3 Uniform Complaint Procedures)
(cf. 4031 – Complaints Concerning Discrimination in Employment)
(cf. 4112.91/4212.91/4312.91 – Employee Notifications)
(cf. 5145.6 – Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

District Compliance Officers

The Governing Board designates the following compliance officer (s) to receive formal and informal complaints from constituents, including students, and investigate them to ensure district compliance with law (Title II, V, IX, Title 5, Section 504 of the Rehabilitation Act):

Executive Director/Equity Compliance Officer
Constituent Services Office
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3736
Constituent.Services@fresnounified.org

Chief of Human Resources
Title IX Officer/Age DA (Discrimination Act)
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3593
titleix@fresnounified.org

Section 504 Coordinator Fresno Unified School District
890 S 10 Street, Bldg. C
Fresno, CA 93726
(559) 457-3220
504@fresnounified.org

Instructional Superintendent
Special Education Office Fresno Unified School District 890 S 10 Street, Bldg C
Fresno, CA 93721
(559) 457-3220
spedleadership@fresnounified.org

Concurrently the Board reaffirms its commitment to promote diversity training, racial harmony among its students, staff, and the community; and to promote education that is anti- racist and multicultural.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. **(Education Code 48985; 20 USC 6312)**

Access for Individuals with Disabilities

District programs and facilities viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 – Animals At School)
(cf. 7110 – Facilities Master Plan)
(cf. 7111 – Evaluating Exiting Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies, or other modifications to increase accessibility to district and school web sites, note-takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 – Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. They shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

~~Director of Benefits and Risk Management~~ Title II/ADA Coordinator

2309 Tulare Street
Fresno, CA 93721
Phone (559) 457-3520
Fax (559) 457-3838
Accomodations@fresnounified.org

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48980 Parental notifications
48985 Notices to parents in language other than English
51007 Legislative intent: state policy
51204.5 Social studies instruction; contributions of specified groups
51501 Nondiscriminatory subject matter
60010 Instructional materials; definition
60040-60052 Requirements for instructional materials
GOVERNMENT CODE
8310.3 California Religious Freedom Act
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
54953 Meetings; Americans with Disabilities Act accessibility
54953.2 Brown Act compliance with Americans with Disabilities Act
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy
Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Protecting Students from Harassment and Hate Crime, January 1999
Notice of Non-Discrimination, January 1999
Nondiscrimination in Employment Practices in Education, August 1991
WEB SITES CSBA: http://www.csba.org
CDE: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 12, 1992 Fresno, California
revised: November 13, 1997
revised: August 22, 2012
revised: June 19, 2013
revised: May 14, 2014
revised: May 31, 2017
revised: February 21, 2018
revised: June 13, 2018

revised: December 18, 2019
revised: April 6, 2022
revised: November 1, 2023
revised: Winter ___, 2023

Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans

DRAFT

Fresno Unified Board Policy (BP) 0460
Local Control and Accountability Plan

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students~~, or as otherwise defined by the Superintendent of Public Instruction (SPI)~~. (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the ~~single~~ school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated students as defined above **and parents/guardians of students with disabilities.** (Education Code 52063; 5 CCR 15495)

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

Whenever district enrollment includes at least 15 percent English learners and at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners **to review and comment on the LCAP**. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. **(Education Code 52062)**

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, **the district budget, and the budget overview for parents/guardians**, the Board shall file the LCAP**, the budget, and the budget overview** with the County Superintendent of Schools. (Education Code **42127, 52064.1**, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical

assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by ~~him/her~~ the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, ~~in~~ an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

(cf. 0500 - Accountability) Technical

~~Assistance/Intervention~~
~~When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)~~
~~1. Assistance in the identification of district strengths and weaknesses in regard to state priorities, and review of effective, evidence-based programs that apply to the district's goals~~
~~2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups~~
~~3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074~~

~~In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.~~

~~If the SPI identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: Revision of the district's LCAP~~
~~1. Revision of the district's budget in accordance with changes in the LCAP~~
~~2. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement~~

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
305-306 English language education
17002 State School Building Lease-Purchase Law, including definition of good repair
33430-33436 Learning Communities for School Success Program; grants for LCAP implementation
41020 Audits
41320-41322 Emergency apportionments
42127 Public hearing on budget adoption
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacherassignment
47604.33 Submission of reports by charter schools
47606.5 Charter schools; local control and accountability plan

48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Academic Performance Index; numerically significant student subgroups
52059.5 Statewide system of support
52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning pilot program
54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission
~~60811.3 Assessment of language development~~
64001 Single plan for student achievement
99300-99301 Early Assessment Program
CALIFORNIA CODE OF REGULATIONS
15494-15497 Local control and accountability plan and spending requirements
UNITED STATES CODE, TITLE 20
GOVERNMENT CODE:
20 USC 6311 State Plan
20 USC 6312 Local educational agency plan
6826 Title III funds, local plans
34 CFR 300.600.647 Education of student with disabilities; monitoring, enforcement, confidentiality, and program information
34 CFR 300.600 State monitoring and enforcement

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 10, 2014 Fresno, California
revised: May 30, 2018
Revised: Winter____2023

Policy Section: 0000 Philosophy, Goals, Objectives, and Comprehensive Plans

DRAFT

Fresno Unified Board Policy (BP) 1312.3
Uniform Complaint Procedures (UCP)

The Governing Board recognizes the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's Uniform Complaint Procedures (UCP) shall be used to investigate and seek to resolve the following complaints regarding the following programs and activities:

Any complaint alleging district failure to comply with applicable state or federal laws and regulations governing any program subject to the UCP which is offered by the district, including but not limited to allegations of discrimination, discriminatory harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities, such as adult education programs, accommodations for pregnant and parenting pupils, After School Education and Safety programs, migrant education, agricultural career technical education, state and federal career technical and technical education and technical training programs, child care and development programs; compensatory education; the federal Every Student Succeeds Act; Regional Occupational Centers and Programs, school safety plans, California State Preschool Programs, consolidated categorical aid programs, and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000. **(Education Code 8207-8225, 33315, 52059.5, 52300-52462 52460-52462, 54400-54445.1, 8200-8488, 8482-8484.65, 8500-8538, 52334.7, 52500-52617)**

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6171 - Title I Programs)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

1. Any complaint, by a student, employee, or other person ~~participating in a district program or activity~~, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), in district programs and activities ~~against any protected group as identified under sections 200 and 220 and Section 11135 of the Government Code, including, but not limited to, those programs or activities~~ funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy status, parental status, physical or mental disability, medical condition sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or ~~including~~ any actual or perceived characteristic as set forth in **Education Code 200 or 220, Government Code 11135, or** ~~Section 422.55 of the,~~ Penal Code **422.55, or based** on the ~~basis of a~~ person's association with a person or group with one or more of these actual or perceived characteristics, ~~in any program or activity conducted by an educational institution, as defined in Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.~~ (5 CCR 4610)

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit 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, 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. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4031 – Complaints Concerning Discrimination in Employment)
(cf. 5131.2 – Bullying)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.31 – Gender and Identity Inclusion)
(cf.5145.7 – Sexual Harassment)
(cf.5145.71 – Title IX Sexual Harassment Complaint Procedures)
(cf. 5146 – Married/Pregnant/Parenting Students)

2. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodations to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

3. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

(cf. 5146 – Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay pupil fees, deposits, or other charges for participation in educational activities (5 CCR 4610; Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

5. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan (LCAP), including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 – Budget)

6. Any complaint alleging noncompliance with requirements related to ~~the development of a~~ school plan**s** for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001,65000- 65001)

(cf. 0420 - School Plans/Site Councils)

7. Educational and graduation requirements for pupils in foster care, pupils who are **experiencing** homeless**ness**, pupils from military families, ~~and~~ pupils formerly in Juvenile Court **school** ~~now enrolled in a school district~~**, and pupils participating in a newcomer program** (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1,51225.2)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

8. Any complaint by or on behalf of a student who transfers into the district after the second year of high

school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

(cf. 6173.3 - Education for Juvenile Court School Students)

9. Any complaint, by or on behalf of a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

10. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to course periods without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

11. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

12. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with State Preschool Health and Safety issues in districts exempt from licensing standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 8235-8239.1; Health and Safety Code 1596.7925)

13. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

14. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Board acknowledges and respects every individual's right to privacy. The district shall ensure that complainants are protected from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if their different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

The district will ensure annual dissemination of a written notice of the complaint procedures to students, employees, parents or guardians of the students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying. The UCP Annual Notice will be provided in writing to all six required groups each year and will include information on how to appeal to the California Department of Education (CDE).

A copy of this UCP complaint policies and procedures document shall be available free of charge and is available on the district's website.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain record of each UCP complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency for appropriate resolution: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44- 106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment,

including the right to file the complaint with the California Civil Rights Department ~~of Fair Employment and Housing~~.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200- 3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
200-262.4 Educational equity; prohibition of discrimination on the basis of sex
18100-18203 School libraries
32221.5 Insurance for athletic team members 32280-
32289 School safety plan
35186 Williams uniform complaint procedure
46015 Parental leave for students
48853-48853.5 Foster youth
48985 Notices in language other than English 49010-
49014 Student Fees
49060-49079 Student records 49069.5
Records of foster youth
49490-49590 Child Nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51222 Physical education, secondary schools
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth and homeless children; former juvenile court school students, and military-connected students; migrant students, and newly arrived immigrant students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content 52059.5
Statewide system of support
52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements 52300-52462
Career-technical education
52500-52616.24 Adult schools
54400-54425 Compensatory education programs 54440-
54445 Migrant education
54460-54529 Compensatory education programs
59000-59300 Special schools and centers
64000-64100 Consolidated application process; school plan for student achievement
65000-65001 School site councils
8200-8538 Child care and development programs

8500-8538 Adult basic education
GOVERNMENT CODE
11135 Non-discrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
HEALTH AND SAFETY
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
PENAL CODE
422.55 Hate crime; definition
422.6 Civil rights; crime
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act (FERPA) of 1974
1681-1688 Title IX of the Education Amendments of 1972**; discrimination based on sex**
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973 UNITED
STATES CODE, TITLE 42
2000d-2000~~e d-1~~7 Title VI ~~and Title VII~~ Civil Rights Act of 1964~~, as amended~~
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Americans ~~Title II equal opportunity for individuals~~ with Dedisabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.30 Discrimination on the basis of sex in education programs and activities; definitions
106.44 Recipient's response to sexual harassment
106.45 Grievance proves for formal complaints of sexual harassment
106.8 Designation of responsible employee for Title IX
~~106.9 Notification of nondiscrimination on the basis of sex~~
110.25 Notification of nondiscrimination on the basis of age

Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Bullying of Students with Disabilities, August 2014
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/ocr

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 10, 1992 Fresno, California
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revised: August 22, 2012
revised: February 27, 2013
revised: May 27, 2015
admin reviewed: June 23, 2015
revised: September 9, 2015
revised: June 1, 2016
revised: November 16, 2016
revised: April 11,2018
revised: June 13,2018
revised: June 12,2019
admin reviewed: July 1, 2019
revised: October 16, 2019

revised: December 18, 2019
revised: February 12, 2020
revised: June 17, 2020
revised: June 2, 2021
revised: March 16, 2022
revised: Winter __, 2023

Policy Section: 1000 Community Relations

DRAFT

Fresno Unified Board Policy (BP) 3230
Federal Grant Funds

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in ~~7~~2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial and performance results of each federalaward or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations,unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that allassets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)
(cf. 3440 - Inventories)
(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The district shall submit performance reports to the awarding agency in accordance with the schedule andindicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted **no later than 120 calendar** ~~within 90~~ days after the ending date of the grant. (2 CFR 200.301, 200.328, **200.329**)

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
42122-42129 Budget requirements
64001 School plan for student achievement; consolidated application programs
CODE OF FEDERAL REGULATIONS, TITLE 2
180.220 Amount of contract subject to suspension and debarment rules
200.0-200.521 Federal uniform grant guidance~~, especially~~:
200.1-200.99 Definitions
200.100-200.113 General provisions
200.317-200.326 Procurement standards
200.327-200.329 Monitoring and reporting
200.333-200.337 Record retention
200.400-200.475 Cost principles
200.500-200.521 Audit requirements
CODE OF FEDERAL REGULATIONS, TITLE 34
76.730-76.731 Records related to federal grant programs
CODE OF FEDERAL REGULATIONS, TITLE 48
2.101 Federal acquisition regulation; definitions

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: May 30, 2018 Fresno, California
Revised: Winter_____2023

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) ~~3250~~ 3400.3
Accounts Receivable Write Off Policy

Fresno Unified School District will aggressively pursue the collection of all debts owned to the district. The criteria for writing off any accounts receivable is the responsibility of the Chief Financial Officer or his/her designee.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 24, 1994 Fresno, California
Revised: Winter __ , 2023 Fresno, California

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 3320
Claims And Actions Against the District

The **Governing Board** desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district ~~must~~ shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's ~~joint powers authority (JPA) agreement or other~~ insurance coverage. ~~Governing Board policy and administrative regulation. Compliance with district procedures is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.~~

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in the accompanying administrative regulation, unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. (Government Code 935)

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, t~~T~~he Board delegates to the Superintendent the authority ~~to take action on claims~~ **to allow, compromise, or settle claims** of ~~under~~ $50,000 **or less pursuant to any conditions of coverage in the district's coverage.** ~~(Government Code 935.4)~~

Roster of Public Agencies

Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051) ~~This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.~~

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
35200 Liability for debts and contracts
35202 Claims against districts; applicability of Government Code
CODE OF CIVIL PROCEDURE
340.1 Damages suffered as result of childhood sexual abuse
GOVERNMENT CODE 800 Cost in Civil actions
810-996.6 ~~Claims and actions against public entities~~ **Government Claims Act**
53051 Information filed with secretary of state and county clerk
6500-6536 Joint powers agreements
PENAL CODE
72 Fraudulent claims~~COURT DECISIONS~~
~~CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
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reviewed: December 15,2003
revised: Winter__,2023

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 3530
Risk Management/Insurance ~~Management~~

The Governing Board desires to promote the safety of students, staff, and the public while protecting district resources. The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.

The ~~Governing Board~~ District shall strive to keep its liability at a minimum ~~maintain an adequate~~ and its insurance premiums as low as possible while maintaining adequate ~~program to~~ protection ~~the District~~ against loss which may occur due to ~~normal and usual~~ hazards ~~which a public school system~~ facesing ~~and against specific and unusual hazards which may occur in the various operations of~~ the District.

~~The District shall purchase or self-insure all needed liability insurance to the extent permitted or otherwise not restricted by law.~~ To determine the most economical means of insuring the District consistent with required services, the Superintendent or designee shall annually review the District's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means. Decisions regarding the means of insuring the District shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.

To minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall enforce these policies and related procedures fairly and consistently. The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.

The District shall require appropriate evidence of insurance from entities using District facilities, including booster clubs and Parent Teacher Organizations.

The Superintendent or designee shall periodically report to the Board on the district's risk management activities, including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
17029.5 Contract funding; board liability
17565-17592 Board duties re property maintenance and control
32350 Liability on equipment loaned to District
35162 Power to sue, be sued, hold and convey property
35200-35214 Liabilities
35208 Liability insurance
35211 Driver training civil liability insurance
35213 Reimbursement for loss, destruction, or damage of personal property
35214 Liability self-insurance
35331 Medical or hospital service for students on field trip
~~39601 Furnishing, repairing, insuring, and renting of school property~~
39837 Transportation of pupils to places of summer employment
41021 Requirement for employees' indemnity bonds
44873 Qualifications for physician (liability coverage)
~~49472 Medical and hospital services for pupils~~
49470-49474 District medical services and insurance
GOVERNMENT CODE
820.9 Board members not vicariously liable for injuries caused by District
831.7 Hazardous recreational activities

989-991.2 Local public entity insurance

CROSS REFERENCES:
0410 Nondiscrimination in District Programs and Activities
0450 Comprehensive Safety Plan
3320 Claims and Actions Against the District
4030 Nondiscrimination in Employment
4119.11/4219.11/4319.11 Sexual Harassment
4157/4257/4357 Employee Safety
4157.1/4257.1/4357.1 Work-Related Injuries
5142 Safety
5145.3 Nondiscrimination/Harassment
5145.7 Sexual Harassment
9260 Legal Protection

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: June 23, 1994, Fresno, California
Revised: October 27, 1994
Revised: Winter __, 2023

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 4113.5
Telework

Purpose

The Governing Board recognizes that teleworking at home or at another alternative work location may be necessary at times when widespread illness, natural disaster, or other emergency condition makes the school or worksite unsafe or otherwise interrupts the district's ability to effectively conduct operations at the school or worksite. Additionally, Fresno Unified School District is committed to increasing employee productivity and improving talent recruitment and retention by providing employees with work alternatives that enable employees to meet their work and family needs. Fresno Unified School District desires to maintain work facilities that are contemporary and comparable to work settings in the private sector but are also compatible with the K-12 educational environment and the provision of services to schools and employees.

Teleworking is a work alternative that Fresno Unified School District offers to eligible employees in eligible jobs when it is beneficial to both Fresno Unified School District and its employees. Teleworking does not change the terms and conditions of employment with Fresno Unified School District, nor should it interfere with operational business needs or the delivery of district educational programs. Telework is a privilege, not a benefit or right, and may be terminated by the employee or the Superintendent or Designee at any time.

This policy establishes and outlines the rules for alternative work locations for employees to perform their usual job duties away from their regularly assigned or usual and customary work location. The alternative work arrangement is intended to help Fresno Unified School District recruit and retain excellent employees; to provide more flexible work arrangements for eligible employees; and to assist in the community effort to reduce outdoor air pollution and traffic congestion attributable to automobile travel.

The Superintendent or Designee may modify the requirements of this procedure to accommodate the needs of the district during a public health emergency or other extended closure of district offices.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4113 - Assignment)
(cf. 4157/4257/4357 - Safety/Injury and Illness Prevention Program)
(cf. 6157 - Distance Learning)

Definitions

Ad-hoc Assignment – a temporary teleworking agreement for the purposes of allowing an employee who does not have an eligible job to work at an alternate location. Ad hoc assignments of more than two (2) days will require the approval of the division Chief and the Chief of Human Resources.

Alternative Work Location – a work location other than the employee's regularly assigned or usual and customary work location. Typically, a location or space that is not owned or operated by Fresno Unified School District.

Central Work Location – an employee's regularly assigned or usual and customary work location where the employee would be required to work if they were not teleworking.

Eligible Employee – a district employee in a job classification identified as suitable for telecommuting, who have successfully completed their initial probationary period, and whose most recent performance evaluation is at minimum meeting standards or equivalent.

Eligible Job – A job in which the employee is not providing direct service to schools or employees, identified and approved by the Superintendent or Designee.

Telework/Teleworking – the performance of the assigned essential functions of an employee's job at an alternative work location via electronic means in accordance with the employee's usual expected standards of performance and other approved or agreed-upon terms.

Teleworking Agreement – a written agreement that details the terms and conditions to permit an employee to engage in teleworking.

Teleworker – A person who, at least one day per week, is permitted to work from an Alternative work location. The employee will perform all their assigned essential job duties at an alternative work location. The employee must have a suitable designated workspace at the alternative work location and access to the technical equipment necessary for the completion of all assigned tasks.

Telework Plan – a specific set of defined work expectations to be met each time the employee works from an Alternative work location. The Work Plan must describe the quantity and quality of completed work. The Work Plan, as applicable to the job title and the employee, may be task-specific or may be goals-based, connecting general areas of work with expectations for the employee's overall performance.

Eligibility

The opportunity to telework shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for telework. Employees approved for telework shall comply with all district policies, administrative regulations, work schedules, and job assignments. Approval of telework shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

Participation of employees in the telework program will vary and are dependent upon the operational business needs of the area and the functions and responsibilities of employees. Initial determination of an employee's eligibility to telework is at the discretion of the immediate Supervisor; however, the ultimate decision to allow an eligible employee or a group of employees within Fresno Unified School District to telework is at the discretion of the Superintendent or Designee. In determining whether an employee is eligible to telework, the Superintendent or Designee must consider:

- The employee has appropriate internet access at their Alternative Work Location suitable to perform required work;
- The employee has a working phone where they can be reached during normal business hours;
- Service delivery to internal and external customers will be maintained;
- There will be adequate coverage during normal business hours;
- The employee has satisfactorily performed their job responsibilities prior to their telework request as evidenced through current observations and their most recent performance evaluation;
- The employee demonstrates the ability to work independently;
- The position has clearly defined deliverables and measurable tasks and productivity may be effectively quantified with minimal supervisor observation;

- Confidentiality will not be compromised, and the arrangement does not require the physical removal of confidential files from the workplace; and
- Increased employee engagement will be supported through improved work-life balance.

(cf. 4141/4241 - Agreement)
(cf. 4151 - Employee Compensation)
(cf. 4351 - Salary Schedules)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

Delegation of Responsibility

The Board directs the Superintendent or designee to develop procedures that outline circumstances under which employees may telework and the expectations for such employees while teleworking.

A full-time, part-time, or short-term telework arrangement may be granted by the Superintendent or Designee to an individual employee, upon request, if possible, provided that the position is suitable for telework, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

Guidelines

Employees may be required to sign a Teleworking Agreement or acknowledge teleworking provisions in an applicable collective bargaining agreement, prior to working in an alternative work location, which may be waived under emergency conditions at the Board's discretion or as specified in this policy.

Teleworking is a management option and not an employee right and all decisions shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for telework. If the duties and responsibilities of the eligible employee are suitable, management may allow an employee to telework on a schedule to be determined jointly between the supervisor and the employee. An employee's participation in teleworking is voluntary.

Teleworkers shall comply with all district policies, administrative regulations, work schedules, standards of conduct and job assignments as are expected at their regularly assigned place of work. Approval of telework shall not change the compensation, benefits, performance expectations or other terms and conditions of employment of an employee.

Teleworkers are expected to conduct their work in a location that has a dedicated workspace that is safe and free of obstructions, hazards, and distractions or undue risk that confidential or private information will be discovered, or that district equipment will be lost, stolen or damaged. Teleworkers shall report to their supervisor any serious injury or illness occurring in the alternative work location or in connection with their employment as soon as practically possible in accordance with Board policy.

Teleworkers shall use caution in accessing the internet from public locations and in accessing information from networks outside of the district to safeguard confidential information. Teleworkers shall be responsible for maintaining and protecting district equipment and shall adhere to the district's Acceptable Use Agreement. The teleworker's personally owned equipment may only be used for district business when approved by the Superintendent or Designee or when needed on an emergency basis. Employees participating in teleworking must cover all their expenses associated with teleworking.

Unless otherwise approved in advance by the Superintendent or Designee, teleworkers shall do so within regular work hours established for the position. Teleworkers are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work.

Teleworkers shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

In the case of permanent teleworking arrangements, management may set up a shared workspace arrangement at the central work location where the teleworker shares a workspace with another teleworking employee. No expenses will be paid for traveling to and from the employee's central work location. Employees participating in teleworking must cover all their expenses associated with teleworking and for travel to and from the employee's central work location even if they are required to come in on a day that they are scheduled at the alternative work location.

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4161.1/4261.1/4361.1 - Personal Illness and Injury Leave)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

General Conditions

Employees whose physical presence at their central work location is essential to the performance of their duties may not be permitted to telework.

An employee may not telework as a replacement for leave.

Attendance at the employee's central work location for onsite meetings, conferences, training sessions, and other school business activities may be required on scheduled telework days. Teleworkers shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee in a timely manner or failure to appear as required may result in discipline and/or termination of telework responsibilities.

Nonexempt employees shall not be permitted to work overtime or during non-working hours while teleworking without prior written authorization from the employee's immediate supervisor, in accordance with law and Board policy.

Work done at an alternative work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss and shall be kept confidential or made accessible to the public in accordance with law.

Teleworkers shall be subject to and shall comply with the same Board policies, administrative regulations, and standards of conduct as are expected under normal working conditions.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 4119.21 - Professional Standards)
(cf. 5125 - Student Records)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4115/4215/4315) - Evaluation Supervision)

Roles and Responsibilities

Employee Responsibilities

Employees eligible to telework shall:

1. Initiate the telework approval process;
2. Contact IT Department to ensure that telework equipment is in compliance standards;
3. Maintain safe working conditions at their alternative work location as the employee would at their regularly assigned or usual and customary work location;

4. Report any work interruption while at the alternative work location. In the event that the interruption requires the employee to work at their regularly assigned or usual and customary work location instead of teleworking, the employee must immediately notify their Supervisor/Manager; and
5. Report any job-related injury at their alternative work location to their direct supervisor within 48 hours and follow established procedures.

Supervisor/Manager Responsibilities

Supervisors/Managers of eligible teleworkers shall:
1. Review and submit the eligible employee's Telework Agreement to Human Resources Division. If the request to telework is not approved, the Supervisor/Manager must still forward the request to the Human Resources Division with a written reason why they are denying the request and any evidentiary support;
2. Discuss any changes and issues regarding the Telework Agreement or schedule with the employee; and
3. Hold regularly scheduled conferences with the telework employee to discuss assignments during the telework period and any work-related issues while at the alternative work location.

Human Resources Division Responsibilities

Human Resources Division shall:
1. Review all Telework Agreements for consistency with policy and place signed form in the employee's official personnel file;
2. Maintain a record of all Telework Agreements within Fresno Unified School District; and
3. Notify all district employees of their eligibility to telework.

Violation of this Policy may result in disciplinary action, up to and including termination of employment. All employees are required to promptly report violations of this policy to the Human Resources Division.

The Human Resources Division reserves the right to revise or eliminate this Policy at any time. The Fresno Unified Board of Education reserves the right to approve proposed policy revisions or eliminations as determined by the Human Resources Division.

Eligibility Requirements

1. Fresno Unified School District Chiefs will identify eligible jobs within their division(s) and submit those to the Chief of Human Resources for approval prior to July 1 each year.
2. To be eligible to apply for teleworking, an employee must hold a position that is eligible for teleworking and should have satisfactorily completed their probationary period. The probationary period requirement can be waived at the discretion of the division Chief.
3. Division leaders will identify skills and characteristics necessary for a teleworker, taking into account but not limited to the following:
a. The employee's history of work performance
b. The employee's demonstrated ability to work effectively and independently in accomplishing work assignments
c. The nature of the work and the work products required
d. Sufficient portable work for the amount of telework proposed
e. Comfort with and willingness to fully utilize the technologies necessary for successful telework and continued interaction with co-workers

f. Good communication with managers, co-workers, and customers that will enable a relatively seamless transition from onsite to offsite
g. Telework office space that is conducive to getting the work done
h. Ability to be flexible about the telework arrangement to respond to the needs of the manager, the workgroup, and the work
i. Organized work practices and strong planning skills
j. Effective communication skills.

Application Process

1. An eligible employee wishing to routinely telework in an eligible job shall submit a written application/agreement to their immediate supervisor on the form provided. The supervisor and department head will submit all requests to the division Chief or Designee for recommendation. The division Chief will forward all recommended application/agreement forms to the Chief of Human Resources for final approval.
2. All signatures and approvals must be obtained prior to the beginning of telework. Agreements must be renewed by June 30 of each year. All decisions made regarding an employee's application for telework are final and may not be appealed.
3. Requests for ad-hoc telework assignments will be considered on a case-by-case basis and may require additional documentation (i.e., medical note or other documentation).
4. Ad-hoc assignments shall not be used in such a way that employees are routinely working in an alternate location.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
GOVERNMENT CODE
6250-6270 California Public Records Act
12900-12996 Fair Employment and Housing Act
LABOR CODE
226.7 Mandated meal, rest, or recovery periods
6400 Safe and healthful employment and place of employment
6401 Unsafe workplace
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: _____ Fresno, California

DRAFT

Fresno Unified Board Policy (BP) 4156.3, 4256.3, 4356.3
Employee Property Reimbursement

The Governing Board ~~shall not be responsible for the reimbursement of any~~ authorizes the Superintendent or designee to pay the cost of replacing or repairing employee personal property, ~~which may be stolen, destroyed or maliciously~~ except cash, which has been stolen or intentionally destroyed or damaged while being used ~~in district schools~~ for work-related purposes. **The maximum amount that can be paid without Board approval is $500.**

No reimbursement shall be made for accidental damage or for any loss due to lack of personal supervision or failure to keep property in a secured area.

~~The maximum payment shall be the amount specified by the district's insurance carrier for such loss or the amount specified in the applicable collective bargaining agreement, whichever is less.~~

Reimbursement for personal items used for work-related purposes shall be made only if: (Education Code 35213)

1. **Use of the personal property was approved by the principal, site supervisor or designee before the property was brought to school or district premises**
2. **At that time, the employee and district representative agreed on the value of the property**

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
35213 Reimbursement for loss or ~~destruction~~ damage of personal property
48904 Liability of parent
CIVIL CODE:
1714.1 Liability of parent or guardian for act of willful misconduct by a minor

CROSS REFERENCES:
1313 Civility
3512 Equipment
3530 Insurance Management
4258 Employee Security
4358 Employee Security
5131.5 Vandalism

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: August 24, 1995 Fresno, California
Reviewed: June 1, 2001
Revised: Winter_____2023

Policy Section: 4000 Personnel

DRAFT

Fresno Unified Board Policy (BP) 6020
Parent Involvement

The Governing Board recognizes that parent/guardians and family members are their children's first and most influential teachers and that sustained parent/guardian and family involvement in the education of their children contributes greatly to student achievement and a positive school environment. ~~Parents/guardians and family members can directly affect academic success by reinforcing their children's motivation and commitment to education. Although parents/guardians and family members are diverse in culture, language, and needs, they share the school's commitment to the educational success of their children.~~ The Superintendent or designee shall workwith staff and parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully **involve** ~~opportunities for~~ parents/guardians and family members ~~to be involved~~ in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to ~~that~~ support ~~student achievement~~ learning at home ~~and in the school community by:~~

~~(a) Providing parents/guardians and family members with techniques and strategies that they may utilize to improve their children's academic success~~
~~(b) Build effective communication between home and the school, so parents/guardians and family members are encouraged to support their children's learning~~
~~(c) Encourage and support effective communication between parents/guardians, family members and school personnel~~

(cf. 0420 – School Plans/Site Councils)
(cf. 0420.1 – School-Based Program Coordination)
(cf.0520.2 – Title I Program Improvement Schools)
(cf. 1220 – Citizen Advisory Committees)
(cf. 1230 – School Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1250 – Visitors/Outsiders)

Parents/guardians shall be notified of their ~~parental~~ rights **to be** informed about and to participate ~~and opportunities to be involved~~ in theirchildren's education and opportunities available to them to do so.

(cf. 5020 – Parents Rights and Responsibilities)
(cf. 5145.6 – Parental Notifications)

The district's Local Control and Accountability Plan shall include goals and strategies for parent/guardian and family ~~member involvement~~ **engagement,** including district efforts to seek parent/guardian ~~and family member~~ input in district and school site decision making and to promote parent/guardian ~~and family member~~ participation in programs for English learners, foster youth, students eligible for free and reduced-priced meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0460 – Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family ~~involvement strategies implemented to increase parent/guardian and family involvement~~ engagement. This includes, but not limited to input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

(cf. 0500 – Accountability)

Title I Schools ~~Programs~~

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)~~ensure that each school receiving Title I funds develop a school-level parent/guardian and family involvement strategy in accordance with 20 USC 6318. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. Furthermore, it shall identify the district's goals for the parent/guardian and family involvement program for all schools and involve parent/guardians and family members in the development of the school site parent/guardian and family involvement plan.~~

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

(cf. 3100 - Budget)

~~The Superintendent or designee also shall ensure:~~

~~(a) Parents/guardians and family members are involved in the joint development of all districtplans as required by State or Federal regulations and guidance, and in the associated process of reviews of schools and the district for academic improvement;~~

~~(b) coordination, technical assistance, and other support to assist schools in planning and implementing effective parent/guardian and family involvement activities to improve student academic achievement and school performance;~~

~~(c) coordination and integration of Title I, Part A parent/guardian and family involvement strategies with the parent/guardian and family involvement strategies of other programs district-wide;~~

~~(d) an annual evaluation of the content and effectiveness of the parent/guardian and family involvement policy in improving the academic quality of the schools served. Parents/guardians and family members will be an integral part of this annual evaluation process, which will include the identification of barriers to greater participation by parents/guardians and family members in Title I activities. Evaluation findings will be used to design and implement more effective parent/guardian and family involvement strategies, including, if needed, revisions to the Title I Parent Involvement Policies.~~

~~The Superintendent or designee shall involve parents/guardians and family members in establishing districtexpectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC6318)~~

~~When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shallreserve at least one percent of the funding to implement parent/guardian and family engagement activities. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities and shall ensure that priority is given to schools in high poverty areas in accordance with law. (20 USC 6318, 6631)~~

Expenditures of such funds shall be consistent with the activities specified in the district's policy~~/regulation~~and shall include at least one of the following: (20 USC 6318)

a. Support for schools and nonprofit organizations in providing professional development for district andschool staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members.
b. Support for programs that reach parents/guardians and family members at home, in the community,and at school.
c. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members.
d. Collaboration**, or the provision of subgrants to schools to enable collaboration,** with community-based or other organizations or employers with a record of success in improving and increasing parent**/guardian** and family engagement.
e. ~~Engaging in~~ a **A**ny other activities and strategies that the district determines are appropriate and consistent with this ~~regulation~~ **policy**.

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and 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.

Legal Reference:
EDUCATION CODE
11500-11506 Programs to Encourage Parent~~al~~ Involvement
48985 Notices in languages other than English
51101 Parents ~~'~~**Rights Act of 2002** ~~and responsibilities~~
52060-52077 Local control and accountability plan64001 School plan for student achievement**; consolidated application programs**
CALIFORNIA CODE OF REGULATIONS
18275 Child care and development programs; parent involvement and education
LABOR CODE
230.8 Time off to visit child's school
~~UNITED STATES CODE, TITLE 20~~ **FEDERAL CODE**
~~3100 Budget~~
~~6171 Title I Programs~~
6311 ~~Parental notice of teacher qualifications and student achievement~~ **State plan**
6312 Local education agency plan
6314 School-wide programs
~~6316 School improvement~~
6318 Parent ~~Involvement~~ **and family engagement**
CODE OF FEDERAL REGULATIONS, TITLE 28
35.104 Definitions, auxiliary aids and services
35.160 **Effective** Communications **for individuals with disabilities**
~~Management Resources:~~
~~CSBA PUBLICATIONS~~
~~Parent Involvement: Development of Effective and legally Compliant Policies, Governance and Policy Services Briefs, August 2006~~
~~STATE BOARD OF EDUCATION POLICIES~~
~~89 01 Parent Involvement in the Education of their Children, rev. 1994~~
~~U.S. DEPARTMENT OF EDUCATION NON REGULATORY GUIDANCE Parental Involvement: Title I, Part A, April 23, 2004~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 25, 1993 Fresno, California
revised: December 14, 2011
revised: June 4, 2014
revised: October 16, 2019
revised: May 20, 2020
revised: January 20, 2021
Revised: Winter __, 2023

Policy Section: 6000 Instruction

DRAFT

Fresno Unified Exhibit (E) 9270
Conflict Of Interest – Statement of Economic Form 700

RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Fresno Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Fresno Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Fresno Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS_____day of_____,_____at a meeting, by the following vote:

AYES:_____NOES:_____ABSENT: _____

Attest:

_____
Secretary/President

Conflict of Interest Code of the Fresno Unified School District

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of the Fresno Unified School District ("District").

The Form 700s for designated positions, other than the District's Governing Board Members and Superintendent, shall be filed with the District. The Governing Board Members and Superintendent are to file their original Form 700s directly with the Clerk of the Board for the Fresno County Board of Supervisors using the electronic filing system. If the Form 700s are not filed electronically, the paper Form 700 and waiver shall be filed with the District and, upon receipt of these paper Form 700s with waivers, the District shall make and retain a copy and forward the original to the Clerk of the Board of Supervisors.

The District shall retain a copy of all electronically filed Form 700s, a copy of all paper Form 700s with waivers and the original Form 700s of designated positions and shall make the Form 700s available for public review, inspection, and reproduction. (Gov. Code section 81008.)

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the Agency are hereby superseded.

APPENDIX A

Public Officials Who Manage Public Investments

It has been determined that positions listed below manage public investments *and will file a statement of economic interests pursuant to Government Code Section 87200*. These positions are listed for informational purposes only:

Governing Board Members
Superintendent of Schools

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Designated Positions

Designated Positions	Disclosure Categories
Deputy Superintendent	1
Administrator	1
Associate Superintendent	1
Assistant Superintendent	1
Business Operations Manager	1
Chief Academic Officer	1
Chief Equity and Access Officer	1
Chief Executive	1
Chief Engagement and External Partnership Officer	1
Chief Financial Officer	1
Chief Fiscal Officer	**1**
Chief Human Resources/Labor Relations Officer	1
Chief Information Officer	1
Chief Operational Services Officer	1
Chief Operations and Classified Labor Officer	1
Chief of Staff (General)	1
Chief Technology Officer	1
Consultants / New Positions	1
Deputy Executive	1
Director (General)	1
Director Benefits and Risk Management	1
Director Fiscal Services	1
Director Human Resources	1
Executive Director	1
Executive Officer	1
Instructional Superintendent School Curriculum and School Leadership	1

Prevention and Intervention Executive	1
Purchasing Manager	1
Senior Executive	1
Buyer I, II, III, IV	2, 3
Members of Audit Committee	2, 3
Members of Citizen's Bond Oversight Committee	2, 3
Directors on Joint Health Management Board (JHMB)	**2, 3**
Purchasing Technician	2, 3
Administrative Analyst	4
Advisor, Guidance Learning, Behavior Support	4
Analyst I, II	4
Athletic Trainer	4
Business Operations Manager	**4**
Coordinator, I, II	4
Counselor, Head/School	4
Design Lead	4
Director	**4**
~~Director Career Readiness~~	4
~~Director Food Services~~	4
~~Director Health Services~~	4
~~Director Instructional Media Services~~	4
~~Director Instructional Support~~	4
~~Director Leadership Development~~	4
~~Director Prevention and Intervention~~	4
~~Director School Choice~~	4
~~Director School Operations~~	4
~~Director SELPA~~	4
~~Director Transportation~~	4
Supervisor, District, I, II	4
Executive Assistant to Superintendent	4
Executive Chef	**4**
Manager I, II, III	4
Nutritionists	4
Occupational Therapist	4
Ombudsman	4
Physical Therapist	4
Principal I, II, III, IV, V, Special Assignment	4
School Psychologists	4
Social Worker, Clinical, School	4
Specialists, Behavioral Intervention	4
Vice Principal I, II, III, Special Assignment	4

Consultants / New Positions are included in the list of designated positions and shall disclose pursuant to the disclosure requirements in this code subject to the following limitation:

The Superintendent or designee may determine in writing that a particular consultant or new position, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of extent of disclosure requirements. The Superintendent’s or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008.)

APPENDIX B

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

Disclosure Category 1:
Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency and investments and business positions in business entities, and income, including gifts, loans, and travel payments, from all sources.

Disclosure Category 2:
Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Disclosure Category 3:
Investments and business positions in business entities, and income, including gifts, loans, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

Disclosure Category 4
Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

Disclosure Category 5
Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that filed a claim against the agency during the previous two years, or have a claim pending.

Disclosure Category 6
Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to:

- a license
- utility permit
- station vendor permit

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
approved: February 12, 2014 Fresno, California
revised: December 14, 2016
revised: March 22, 2017
revised: September 19, 2018
revised: September 16, 2020
revised: August 24, 2022
revised: Winter __, 2023

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM C-46

AGENDA SECTION: C
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Receive
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Receive Information of Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections

ITEM DESCRIPTION: California Education Code Section 35023 states, the governing board of each school district of every kind or class shall annually at its annual organizational meeting select one of its members as its voting representative who will represent the district in the next election of Fresno County Committee on School District Organization (FCCSDO) members. Additionally, pursuant to FCCSDO policy, the Board may also select a second governing Board member to serve as the district's alternate representative should the selected representative be unable to perform the task of voting. The selection of the voting representative must be done by nomination and vote of the Board during the annual organizational meeting.

The role of a voting representative is to attend the Fresno County School Trustees' Association dinner meeting in October and vote, on behalf of the district, for persons seeking election to the Fresno County Committee on School District Organization. The failure of your designated voting representative or the designated alternate to attend the meeting will prevent the district from participating in the election.

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

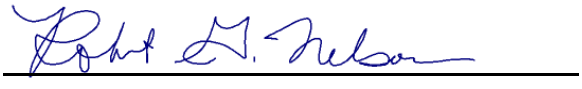
PREPARED BY: Ambra O'Connor

DIVISION: Department Name
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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





MEMORANDUM

Via Email

To: **School District and Community College District Governing Boards c/o Superintendents and Chancellors**

From: **Benjamin C. Rosenbaum Legal Counsel**

Date: **November 9, 2023**

Re: **Appointment of Board Member Voting Representative for Fresno County Committee on School District Organization Elections**

This memorandum is sent on behalf of the Fresno County Superintendent of Schools and serves as a courtesy reminder regarding your governing board's duty to appoint one of its members to be a voting representative who will vote on behalf of the district in the next Fresno County Committee on School District Organization ("FCCSDO") election in the Fall of 2024.

Based upon Education Code, sections 35023 and 72403, **at your annual organizational meeting this December** your district's governing board must select a board member to be your district's voting representative who will represent the district in the next election of FCCSDO members. Additionally, pursuant to FCCSDO policy, your board may also select a second governing board member to serve as your district's alternate representative should your selected representative be unable to perform the task of voting. Enclosed, please find voting representative certificates for your use. **The selection of your voting representative(s) must be done by a nomination and vote of your board as an action item during your annual organizational meeting.** The role of your voting representative will be to vote on behalf of your district in next year's election for persons seeking election to the FCCSDO. The failure of your designated voting representative or the designated alternate to vote next October will prevent the district from participating in the election. Immediately following your annual organizational meeting, please complete and return both of the attached voting certificates to:

Fresno County Superintendent of Schools
Attn: Angelica Perea-Gutierrez
1111 Van Ness Avenue
Fresno, CA 93721

If you have any questions, please contact FCCSDO staff at (559) 265-3003.

Enclosure: Voting Representative Certificates

00152018.DOCX

2023
VOTING REPRESENTATIVE CERTIFICATE

Representative _____

District Name _____

(The above board member will vote on Fresno County Committee on School District Organization candidates at the next election that will be held in the Fall of 2024 - Ed. Code §§ 35023, 72403)

Signature _____
(Board Clerk/Secretary)

2023
ALTERNATE VOTING REPRESENTATIVE CERTIFICATE

Alternate
Representative _____

District Name _____

(Should the District's Voting Representative not be available, the board member named above will vote on Fresno County Committee on School District Organization candidates at the next election that will be held in the Fall of 2024 - Ed. Code §§ 35023, 72403)

Signature _____
(Board Clerk/Secretary)