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

AGENDA
MARCH 08, 2023
*4:30 P.M. (CLOSED SESSION) *6:00 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 to be scanned in by the attendant. Please do NOT pull 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. The use of metal detectors is approved under Board Policy 5145.12. The following items will not be permitted: 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 the Board President announces the specific agenda item.

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. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
5. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).

***6:00 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Patrick Jensen will lead the flag salute.

HEAR Reports from Student Board Representatives

An opportunity is provided to hear comments/reports from Student Board Representatives from J.E. Young High School. Contact person: Dr. Natasha Baker, 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 enacted by one motion. There will be no separate discussion of items unless a Board member so 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 February 22, 2023, Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the February 22, 2023, Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent Dr. Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution Proclaiming April 2023 Autism Acceptance Month

Included in the Board binders is resolution proclaiming April 2023 as Autism Acceptance Month. The Center for Disease Control reports more children are being diagnosed on the Autistic Spectrum resulting in rates as high as 1 in 44 children nationally. Fresno Unified School District urges all schools and individual citizens to participate in Autism Acceptance Month to become better educated about autism spectrum disorders and create a better community for individuals with Autism. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-5, ADOPT Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

Included in the Board binders are Variable Term Waivers for the Bilingual Cross-cultural Language and Development (BCLAD) Authorization. Waivers will be needed to teach dual immersion until credential program is completed to be BCLAD authorized. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-6, ADOPT Variable Term Waiver for Career Technical Education Credential Holders

Included in the Board binders are Variable Term Waivers for Career Technical Education teachers, who need the English Learner Authorization until their

credential is cleared. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-7, APPROVE Provisional Internship Permits

Included in the Board binders are Provisional Internship Permit recommendations to rehire or hire upon Board approval. 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-8, APPROVE Graduation Agreements for the Class of 2023

Included in the Board binders are four independent contractor services agreements and tentative schedules for the Class of 2023 graduation ceremonies. Agreements include facilities, health/safety, audio-visual services, staging, parking, additional seating, ticketing, floral, senior clear recognition/safety bags, and photography to host the graduation ceremony at three main sites: McLane Stadium, Save Mart Center, and the Saroyan Theatre for Fresno Unified graduates from the Class of 2023. Ceremonies will be held May 22, 2023, June 01, 2023, and June 05 through 07, 2023. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $279,638 are available in the Student Engagement budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-9, APPROVE Agreement with MGT of America to Conduct Facility Conditions Assessments of All Schools

Included in the Board binders and recommended for approval is an agreement with MGT of America to conduct facility conditions assessments of all district schools. The agreement is in the amount of $604,294 and is for the period March 09, 2023 through June 30, 2024. It is anticipated that the school site evaluations will be conducted in March and April 2023 with an interim assessment report to follow. Pending the results of the Board Workshop, staff will bring forward a recommendation for approval of Phase II final report estimated at $171,707. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $604,294 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-10, APPROVE Agreement with Gallagher Benefit Services, Inc.

Included in the Board binders is an agreement with Gallagher Benefit Services, Inc. to provide a comprehensive classification and compensation study for 32 broad management job classifications, approximately 135 job descriptions within those broad classifications and approximately 367 positions. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $270,025 are available in the Human Resources budget. Contact person: David Chavez, telephone 457-3548.

A. CONSENT AGENDA – continued

A-11, APPROVE Purchase and Sale Agreement and Escrow Instructions for Property Located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street

Included in the Board binders is the Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street. The purchase is of an existing 4-story office building (approximately 50,085 sq. ft.) and adjacent parking lot (approximately. 10,890 sq. ft.). Staff recommends purchase amount of $8,568,109 to the John S. Foggy Trust and the Ellis Family Partnership III. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $8,558,109 are available in the General Fund. and will be needed to purchase the property and close escrow. Contact person: Paul Idsvoog, telephone 457-3134.

A-12, APPROVE Amended Agreement with Wonder Valley Outdoor Education

Included in the Board binders is an amended agreement with Wonder Valley Outdoor Education Center. The Wonder Valley agreement needs to increase by $500,000. The cost of the program will be covered by the existing educational enrichment trip budget. While we increased reservations with Wonder Valley, we equally decreased reservations at the other four Outdoor Education sites. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Sufficient funds are already available in the enrichment trip budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-13, APPROVE Award of Bid 23-23, Ericson Elementary School New Multi-Purpose Building, and Interim Housing

Included in the Board binders is information on Bid 23-23, Ericson Elementary School New Multi-Purpose Building, and Interim Housing. The project is for the construction of a new Multi-Purpose Building to replace the existing building built in the 1950's at Ericson Elementary School. The new 9,340 square foot building will have a stage, separate music storage, student restrooms, food service area with equipment, and a staff lounge. Staff recommends award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc., (Fresno, California) $ 10,343,286. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $ 10,343,286 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-14, APPROVE Award of Bid 23-26A and REJECT Bid 23-26B, Unit Ventilators and Heat Pumps for HVAC Projects

Included in the Board binders is information on Bid 23-26, Unit Ventilators and Heat Pumps for HVAC Projects, to establish a fixed unit price for the purchase of HVAC equipment, including unit ventilators and heat pump units for use district wide. Staff recommends award to the lowest responsive, responsible bidder: Section A: Norman S. Wright Duckworth Mechanical, LLC (Fresno, CA) $570,180; Section B: Staff recommends rejection based on substituted equipment that did

not meet required specifications or were not deemed best value to the district. The Superintendent recommends approval and rejection. Fiscal impact: Funding will be determined on a project-by-project basis. The estimated annual usage for Section A is $570,180. Rejecting all bids in Section B results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

A-15, APPROVE Award of Bid 23-31, Kisling Building Modernization

Included in the Board binders is information on Bid 23-31, Kisling Building Modernization. The Kisling Building Modernization project, formerly the Special Education building, located at 1301 M Street, consists of recarpeting, repainting, adding cameras, re-lamping light fixtures and installing infrastructure for owner provided cubicle furniture on the second floor. The modernized space will be the new home for Health, Safety and Emergency Services, Student Engagement, Arts Education and Media Services. Staff recommends award to the lowest responsive, responsible bidder: Better Enterprises, Inc., (Fresno, California) $ 504,913. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $ 504,913 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Request for Qualifications and Proposals 23-12, Design-Build Services

Included in the Board binders is a Request for Qualifications and Proposals (RFQP) 23-12, Design-Build Services. On December 07, 2022, the Board adopted Resolution 23-08 which authorized the use of the design-build delivery method for the district's Multi-Site HVAC Design and Replacement Project. The project consists of the design, engineering, and installation of, 1) high efficiency unit ventilators, chillers, boilers, and pumps to be installed at 21 school sites; and 2) the design and installation to upgrade the new HVAC packaged units at 12 middle school gymnasiums. Construction is anticipated to span approximately twenty months, with completion targeted for mid-2024. The Superintendent recommends approval. Fiscal impact: Grant applications for ESSER funding were submitted and a total of $33,595,546 in funding has been approved. The district is still awaiting a decision regarding one grant application in which a total of $14,605,000 has been requested. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Proposed Revisions for Board Bylaw

Included in the Board binders is a proposed revision for Board Bylaw 9005 Governance Standards. This revision meets the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A. CONSENT AGENDA – continued

A-18, DENY Claim GL22-0912-8449

Included in the Board binders is a Claim for Damages by Rodney A. Branch, case GL22-0912-8449. 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-19, DENY Claim GL23-0120-8385

Included in the Board binders is a Claim for Damages by Daniel White, case GL23-0120-8385. 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-20, RATIFY Agreement with Early Learning Department and Fresno County Superintendent of Schools

Included in the Board binders is a request to ratify an agreement with Early Learning and Fresno County Superintendent of Schools, who was awarded Early Educator Teacher Development Grant funding by the California Department of Education, in combination with the California Pre-kindergarten Planning and Implementation Grant. As a participant, Early Learning will receive $1,456,200 from Fresno County Superintendent of Schools to use the funding to increase highly qualified preschool and Transitional Kindergarten teachers and provide professional development to preschool and Transitional Kindergarten paraprofessionals, teachers, and administrators. Grant period is for three-years from July 01, 2022, to June 30, 2025. The Superintendent recommends ratification. Fiscal impact: Early Learning Department will receive $1,456,200 from Fresno County Superintendent of Schools. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-21, RATIFY Grant Application to the 2023 Fresh Fruit and Vegetable Program

Included in the Board binders is a request to ratify a grant application to the 2023 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education. The FFVP provides funding to support daily fresh fruit and vegetable snacks for students at participating elementary and K-8 schools. Funding is sought for 70 schools that meet the eligibility criteria of 50% or more students eligible for free/reduced-price meals; grant awards will be based on these percentages. The Superintendent recommends ratification. Fiscal impact: The grant will fund $50-$75 per student for purchase of fruits and vegetables. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA – continued

A-22, RATIFY Purchase Orders from December 01, 2022 through December 31, 2022 – Primary Report

Included in the Board binders is information on purchase orders issued from December 01, 2022 through December 31, 2022. 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 except for 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 on the attached pages. Contact person: Paul Idsvoog, telephone 457-3134.

A-23, RATIFY Purchase Orders from December 01, 2022 through December 31, 2022 – Supplemental Report

Included in the Board binders is information on purchase orders issued from December 01, 2022 through December 31, 2022. 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 except for 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 on the attached pages. Contact person: Paul Idsvoog, telephone 457-3134.

END OF CONSENT AGENDA
(ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

***6:30 P.M.**

B-24, DISCUSS and APPROVE the 2022/23 Second Interim Financial Report

California school districts are required to approve interim financial reports twice each fiscal year. Fresno Unified School District's 2022/23 Second Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on the January 31, 2023, year-to-date revenue and expenditures as required by state law. The Superintendent recommends approval of the Second Interim Financial Report for submission to the County Superintendent of Schools. Fiscal impact: A positive certification reflects that the district's projected required reserve for 2022/23 meets the minimum for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. In addition, 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.

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

B-25, DISCUSS and APPROVE the California School Boards Association Delegate Assembly Ballot

Included for Board Member consideration is ballot material for candidates seeking election to the California School Boards Association (CSBA) Delegate Assembly for Subregion 10-B, Fresno County. Ballot materials included with this agenda item consist of a memorandum from CSBA, a copy of the ballot, a list of delegates in the region, and biological sketch forms for the candidates. The original signed ballot must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2023. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

***6:50 P.M.**

B-26, PRESENT and DISCUSS the First Chicanx Latinx High School Recognition Celebration

Global Student League (GSL), a student voice group organized by English Learner (EL) Services for the Superintendent's goal of obtaining feedback from students, developed a student-centered plan to present to the Board. GSL students take leadership training courses with Youth Leadership Institute (YLI), a community partner, to develop leadership and advocacy skills. The students created this proposal as part of their summer course with YLI and would like to share and discuss an event for Chicanx Latinx graduating seniors. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

C. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

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 BOARD MEETING
WEDNESDAY, MARCH 22, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:

BOARD OF EDUCATION APPENDIX A 1

A-1

Fresno Unified School District

Revised 3/8/2023

Date: March 8, 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 2022-2023.

ELECTIONS

Classified Personnel

1079665	Abrego Cortez	Joshua	Paraeducator, Community Based	Sequoia Middle School	1/27/2023
1083085	Christopherson	Isaiah	Paraprof, Moderate/Severe	Pyle Elementary	2/21/2023
1083087	Covarrubias	Jose	Paraprof, Mild/Moderate	Fresno High School	1/30/2023
1074828	Galarza	Jay	Paraprof, Child Development	Holland Elementary	2/17/2023
1083104	Gomez	Larry	Accountant I	Fiscal Services	3/1/2023
1081402	Gonzalez	Angela	Paraeducator, Community Based	Ginsburg Elementary	2/21/2023
1083017	Her	Kalea	Nurse, Vocational License	Health Services	2/8/2023
1082019	Her	Rose	Assistant, School Office	eLearn Academy	2/16/2023
1079657	McCarty	Tracee	Operator, Telecommunication I	Telecommunications	1/23/2023
1083060	Mendoza Delgadillo	Liliana	Paraprof, Moderate/Severe	Ericson Elementary	2/21/2023
1083086	Mireles Padilla	Alondra	Paraprof, Moderate/Severe	Greenberg Elementary	2/21/2023
1082209	Perez	Araceli	Paraprof, Instructional Asst	Calwa Elementary	2/6/2023
1067956	Rodriguez	Eric	Technician, Systems I	Technology Services	2/27/2023
1035311	Thomas	Aurelia	Paraprof, Instructional Asst	Birney Elementary	2/21/2023
1083059	Vang	Maithaying	Paraprof, Mild/Moderate	Jefferson Elementary	2/15/2023

Management Classified

1083092	Kato	Ayame	Manager I, Communications	Comm Info	2/21/2023

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1071496	Aguado	Maria L.	Teacher, Elementary	Jackson Elementary	6/30/2023
1079299	Alvarez Guzman	Isabel	Teacher, Senior High	Mclane High School	7/30/2023
1078236	Avila	Roxie	Teacher, Elementary	Homan Elementary	6/15/2023
1067576	Baird	Stefanie	Teacher, Lrng Hndcp, Sdc	Tehipite Middle School	6/30/2023
1064465	Beck	Rhonda	Teacher, Elementary, eLearn Academy	eLearn Academy	6/30/2023
1079271	Bell	Lorne	Teacher, Lrng Hndcp, Sdc	Mclane High School	7/30/2023
1061221	Bengel	Kathleen	Teacher, Handicapped, Severely	Powers Elementary	6/8/2023
1062280	Bird	Lyssa	Teacher, Elementary	Juan F Herrera Elementary	2/17/2023
1013028	Borders	Mary	Teacher, Elementary	Wishon Elementary	6/15/2023
1048244	Brittsan	Thomas	Teacher, Middle, eLearn Academy	eLearn Academy	6/30/2023
1080445	Bull	Benjamin	Teacher, Lrng Hndcp, Sdc	Terronez Middle School	7/31/2023
1007261	Burgess	Kathleen	Teacher, Elementary	Robinson Elementary	8/4/2023
1016819	Campos	Yolanda	Teacher, Elementary	Lane Elementary	6/14/2023
1053457	Cannon	Meghan	Teacher, Middle School	Cooper Middle School	6/8/2023

1079635	Canales	Carissa	Teacher, Elementary, eLearn Academy	eLearn Academy	6/30/2023
1076915	Castro	Catherine	Teacher, Elementary	Wolters Elementary	6/15/2023
1051968	Castro	Morgan	Teacher, Elementary	Robinson Elementary	6/8/2023
1048779	Cha	John	Teacher, Austic, SDC	Ayer Elementary	7/31/2023
1031572	Chatman	Amy	Teacher, Elementary	Del Mar Elementary	6/14/2023
1075876	Chavira	Ashley M.	Teacher, Senior High	Hoover High School	6/30/2023
1074381	Coffman	Celeste	Teacher, Elementary, eLearn Academy	eLearn Academy	6/11/2023
1079512	Cornett	Andrew	Teacher, Elementary, eLearn Academy	eLearn Academy	6/30/2023
1074659	Cuellar	Patricia	Teacher, Elementary, eLearn Academy	eLearn Academy	6/30/2023
1051366	Dale	Tanya	Tutor	Fremont Elementary	6/8/2023
1031096	Daniels	Grace	Teacher, Elementary	Lowell Elementary	7/31/2023
1074970	Davis	Amanda	Teacher, Elementary	Kratt Elementary	6/8/2023
1003418	Delacerda	Diane	Teacher, Elementary	Lowell Elementary	6/14/2023
1006433	Eastwood	James	Teacher, Elementary	Starr Elementary	2/14/2023
1079699	Fregoso	Ariana	Teacher, Lrng Hndcp, Sdc	Tehipite Middle School	7/31/2023
1012109	Garabedian	Jodie	Teacher, Je Young Academic	Independent Study	6/8/2023
1007462	Giometti	Barbara	Teacher, Elementary	Yokomi Elementary	7/3/2023
1074060	Gray	Shariya Lasha	Teacher, Senior High	Edison High School	7/30/2023
1052705	Haas	Jeffry	Teacher, Senior High	Bullard High School	6/12/2023
1025819	Hamby	Lisa	Teacher, Senior High	Phillip J Patino School	7/31/2023
1072425	Harrel Becker	LaDonna	Teacher, Senior High	Mclane High School	6/9/2023
1076799	Hernandez	Flor	Teacher, Bilingual	Ewing Elementary	6/30/2023
1065695	Hobson	Tammie L.	Teacher, Middle School	Terronez Middle School	7/31/2023
1076602	Hooper	Roy	Teacher, Senior High	Fresno High School	6/8/2023
1069748	Howell	Vittoria	Teacher, Austic, SDC	Greenberg Elementary	7/31/2023
1030263	Iraheta	Rossana	Coach, Literacy	Teacher Development	6/8/2023
1009830	Jordan	Steven	Teacher, Elementary	Slater Elementary	7/14/2023
1075336	Karkazian	Patil	Teacher, Middle School	Phoenix Secondary	6/9/2023
1065777	Krider	Sara	Teacher, Middle School	Cooper Middle School	6/8/2023
1071426	Kojekian	Laura	Teacher, Lrng Hndcp, Sdc	Tioga Middle School	6/8/2023
1079019	Leal	Norma	Teacher, Bilingual	Leavenworth Elementary	7/31/2023
1065571	Lee	Ceciley	Teacher, Elementary	Roeding Elementary	6/19/2023
1042412	Lopez	Jorge	Teacher, Senior High	Sunnyside High School	6/30/2023
1078072	Maldonado	Amanda	Teacher, Elementary	Fremont Elementary	6/13/2023
1007755	Martinez	Kathleen	Teacher, Elementary	Yokomi Elementary	7/17/2023
1078094	McBrearty	Galyean	Teacher, Elementary	Vang Pao Elementary	6/16/2023
1078213	Mc Gregor	Kara	Teacher, Lrng Hndcp, Sdc	Columbia Elementary	6/20/2023
1011372	Massicci	Rebecca	Teacher, Elementary	Vinland Elementary School	7/31/2023
1075382	Mattox	Alison	Teacher, Senior High	Mclane High School	7/30/2023
1011395	Mendes	Laura	Specialist, Resource, Sp Ed	Edison High School	6/30/2023
1079108	Merrill	Brandon	Teacher, Senior High	Roosevelt High School	6/9/2023
1079108	Moorehead	Matthew	Teacher, Music, Elementary	Music/Visual Perform Arts	6/30/2023
1064455	Morrow	Margaret	Teacher, Senior High	Duncan Polytechnical	7/14/2023
1081575	Moss	Megan	Teacher, Senior High	Sunnyside High School	6/30/2023
1029139	Mostafa	Rebecca	Teacher, Elementary	Birney Elementary	6/15/2023

1065354	Moua	Ka	Teacher, Elementary	Williams Elementary	7/31/2023
1080596	Naffziger	Jordan	Teacher, Middle School	Sequoia Middle School	6/8/2023
1040106	Pacheco	Katherine	Specialist, Resource, Sp Ed	Sunnyside High School	6/8/2023
1077452	Patch	Jessica	Teacher, Elementary	Powers Elementary	6/30/2023
1053122	Pickett	Rustin	Teacher, Spec Assgn, St Ac Dir	Mclane High School	2/28/2023
1079348	Pimentel	Nelson P.	Teacher, Elementary	Viking Elementary	6/30/2023
1026973	Pongluelert	Lersak	Teacher, Elementary	Calwa Elementary	6/16/2023
1072609	Puga	Karina	Specialist, Resource, Sp Ed	Roosevelt High School	6/30/2023
1008593	Rapier	Randal	Teacher, Elementary	Forkner Elementary	7/31/2023
1079477	Reynaga	Breanna M.	Teacher, Elementary	Burroughs Elementary	6/15/2023
1043619	Ringold	Jannelle	Teacher, Handicapped, Severely	Mclane High School	7/30/2023
1033239	Rocha	Albert	Teacher, Spec Assgn	Career Education	6/8/2023
1061840	Rodriguez	Elena	Teacher, Bilingual	Calwa Elementary	6/30/2023
1077217	Rodriguez	Susan	Teacher, Handicapped, Severely	Hamilton School	6/30/2023
1079367	Rodriguez	Vanessa	Teacher, Elementary	Juan F Herrera Elementary	6/30/2023
1078263	Romo	Anishia F.	Teacher, Elementary	Fremont Elementary	6/13/2023
1079309	Rogers	Sally	Teacher, Elementary, eLearn Academy	eLearn Academy	6/8/2023
1079336	~~Salazar~~ Salzer	Tanya L	Specialist, Resource, Sp Ed	Fresno High School	7/31/2023
1078160	Salwasser-Pittman	Jackie	Teacher, Elementary	Webster	6/19/2023
1077478	Samuelson	Evan	Teacher, Elementary, eLearn Academy	eLearn Academy	6/30/2023
1067760	Segoviano	Brenda	Teacher, Austic, SDC	Ericson Elementary	6/13/2023
1072765	Silva	Lana	Teacher, Lrng Hndcp, Sdc	Hidalgo Elementary	6/13/2023
1015134	Smith	Jolie	Teacher, Elementary	Thomas Elementary	6/8/2023
1079285	Smith	Shawn	Teacher, Middle School	Yosemite Middle School	6/30/2023
1037293	Spongberg	Laura	Teacher, Senior High	Fresno High School	7/1/2023
1079697	Springfield	Carrie	Teacher, Elementary	Manchester Gate	6/10/2023
1035025	Thao	Der	Teacher, Elementary	Juan F Herrera Elementary	6/30/2023
1079021	Thigpen	Denice	Teacher, Elementary	Juan F Herrera Elementary	6/9/2023
1006583	Thurman	Steven	Teacher, Senior High	Bullard High School	6/9/2023
1071017	Topete	Sara	Teacher, Elementary	Heaton Elementary	7/31/2023
1068102	Villarreal Jr.	Hilario	Teacher, Elementary	Slater Elementary	6/20/2023
1064190	Villalvazo	Mark	Teacher, Middle School	Fort Miller Middle School	2/24/2023
1072044	Vue	Ger	Teacher, Elementary	Wilson Elementary	6/16/2023
1011895	Walters	Cherie	Teacher, Spec Assgn	Aynesworth Elementary	6/19/2023
1080158	Williams	Mikala	Teacher, Middle School	Sequoia Middle School	6/8/2023
1044305	Xiong	Sasah	Teacher, Bilingual	Balderas Elementary	6/16/2023
1079428	Yoder	Grace	Teacher, Elementary	King Elementary	6/30/2023
1079409	Zamora	Annalisa	Teacher, Elementary	Juan F Herrera Elementary	6/30/2023
11080775	Zamora	Jonathen R.	Teacher, Middle School	Kings Canyon Middle School	7/31/2023

Classified Personnel

1047801	Aguilar	Basilia	Assistant, Noontime	Addams Elementary	6/8/2023
1030037	Andres	Virginia	Paraeducator, Soc Emot Intv	Bullard High School	6/9/2023
~~1047765~~	~~Avila~~	~~Rene~~	~~Supervisor, Transportation Ops~~	~~Transportation~~	~~3/1/2023~~
1078355	Barriga	Jessica	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/2/2023
1041336	Basi	Surinder	Nutrition Services Assistant	Food Services	12/16/2023

1020401	Calvo	Antonia	Manager, School Office Elementary	Phoenix Acad Elementary-Dcds	6/30/2023
1061877	Contreras	Madeline	Paraprof, Instructional Asst	Hamilton School	6/30/2023
1075821	Dawson	Sopheap	Nurse, Vocational License	Health Services	1/18/2023
1080691	Gracida	Alfredo	Assistant, Noontime	Thomas Elementary	2/14/2023
1075862	Green	Mark	Assistant, Campus Safety	Bullard High School	2/17/2023
1081923	Gutierrez Gallardo	Indalecio	Roofer	Maintenance And Operations	2/17/2023
1031090	Her	Sia	Custodian	Scandinavian Middle School	6/30/2023
1012083	Hobbs	Christina	Assistant, Campus Safety	Phoenix Acad Elementary-Dcds	7/1/2023
1006091	Johnson	Desiree	Paraprof, Mild/Moderate	Hoover High School	6/6/2023
1080290	King	Brooke	Assistant, Noontime	Powers Elementary	1/26/2023
1075793	Lappe	Christy	Assistant, Noontime	Powers Elementary	1/27/2023
1066630	Lee	Mai	Nutrition Services Assistant	Nutrition Services	1/31/2023
1068590	Linares Rivera	Patricia	Liaison, Home/School Spanish	Lawless Elementary	7/31/2023
1082899	Martinez	Crystal	Paraprof, Moderate/Severe	Figarden Elementary	1/27/2023
1006967	Martinez	Teresa	Assistant, Benefits Eligibilit	Benefits & Risk Management	6/30/2023
1078801	Martinez	Yasmin	Assistant, Noontime	Leavenworth Elementary	2/10/2023
1006876	Mitchell	Elaine	Paraprof, Moderate/Severe	Rata	2/14/2023
1081533	Nim Ou	Melissa	Assistant, Noontime	Greenberg Elementary	2/14/2023
1062996	Pang	Ruilian	Paraeducator, Community Based	Hoover High School	2/6/2023
1081132	Rankin	Lorissa	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/21/2023
1076253	Reyes	Martha	Assistant, Noontime	Powers Elementary	2/3/2023
1076722	Rodriguez	Guadalupe	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/23/2023
1051427	Thompson	Sarah	Assistant, Campus Safety	Edison-Computech 7-8	6/23/2023
1080832	Valadez Montejano	Mariana	Assistant, School Office	Cambridge Continuation High	2/10/2023
1050540	Ward	Bernice	Paraprof, Instructional Asst	Eaton Elementary	12/16/2022
1064382	Zavacky	Stephanie	Assistant, Noontime	Thomas Elementary	1/27/2023

Management Certificated

1008096	Bordona	Daniel	Vice Principal III	Hoover High School	7/31/2023
1062956	Jacoby	James	Vice Principal I	Addams Elementary	7/31/2023
1004934	Kiritani	Shelley	Counselor, School	Sunnyside High School	6/15/2023
1004132	Mather	Mark	Principal II	Fremont Elementary	6/30/2023

Management Classified

1047765	Avila	Rene	Supervisor, Transportation Ops	Transportation	~~3/1/2023~~ 5/31/2023
1077999	Polnitz	Troy	Manager II, General	Equity and Access	3/3/2023

LEAVE REQUEST

Classified Personnel

1080217	Contreras	Lorena	Nutrition Services Assistant	Nutrition Services	2/13/2023
1049142	Zavala-Servin	Sonia	Paraprof, Instructional Asst	Burroughs Elementary	1/9/2023

R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

1043461	Flores	Melanie	Teacher, Bilingual	Hidalgo Elementary	2/8/2023

Classified Personnel

1031655	Koons	Melanie	Technician, Staff Development	Professional Development E St	2/22/2023

PROMOTIONS

Classified Personnel

1063094	Arteaga	Jessica	Liaison, Home/School	Edison High School	2/21/2023
1014136	Barsamian	Rita	Paraprof, Moderate/Severe	Tenaya Middle School	2/16/2023
1069777	Cantero	Edgar	Plant Coordinator I	Sunset Elementary	2/15/2023
1069975	Morales Jr.	Robert	Worker, Grnds Maint III Chippe	Plant Operations	2/6/2023
1078704	Rivera	Elizabeth	Paraprof, Instructional Asst	Anthony Elementary	2/21/2023

Management Certificated

1074558	Mackey	Phillip	Vice Principal II	Yosemite Middle School	1/25/2023
1060475	Tenpas	Benjamin	Vice Principal I	Wolters Elementary	2/7/2023

Management Classified

1024067	Aldana	Lorena	Manager I, Program	Nutrition Services	2/14/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the February 22, 2023, Regular Board Meeting.

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

DEPUTY SUPERINTENDENT APPROVAL:

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Proclaiming April 2023 Autism Acceptance Month

ITEM DESCRIPTION: Included in the Board binders is a resolution proclaiming April 2023 as Autism Acceptance Month. The Center for Disease Control reports that more children are being diagnosed on the autistic spectrum.

The Center for Disease Control reports:

- More children are being diagnosed on the Autistic Spectrum resulting in rates as high as one in forty-four children nationally as follows:
  - One in twenty-seven boys identified with Autism
  - One in one hundred and sixteen girls identified with Autism
- Boys are four times more likely to be diagnosed with Autism than girls.
- Most children were still being diagnosed after age four, though Autism can be reliably diagnosed as early as age two.
- Thirty-one percent of children with autism spectrum disorder have an intellectual disability.
- Autism affects all ethnic and socioeconomic groups.
- Minority groups tend to be diagnosed later and less often.
- While there is no cure for Autism, early diagnosis and intervention programs lead to significantly improved outcomes for individuals with Autism.

The Autism Society of America announced the suggestion to shift in terminology from “Autism Awareness” to “Autism Acceptance.” Autism acceptance recognized the inclusion of individuals with Autism rather than being aware that someone has Autism.

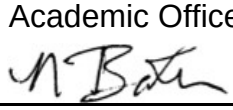
During the month of April, the district urges all schools and educational partners to participate in Autism Acceptance Month.

FINANCIAL SUMMARY: No fiscal impact to the district.

PREPARED BY: Dr. Tangee Pinheiro,
Instructional Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer



DEPUTY SUPERINTENDENT APPROVAL:



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.

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

In the Matter of Proclaiming) **Resolution 23-39**
The Month of April 2023)
Autism Acceptance Month)

WHEREAS, Autism is a neurodevelopmental disorder that may cause significant impairments in language, communication, social interactions, and repetitive behaviors. The Center for Disease Control reports that more children are being diagnosed with Autism resulting in rates as high as 1 in 44 children nationally, and

WHEREAS, while there is no cure for Autism, early diagnosis and evidence-based interventions lead to significantly improved outcomes for individuals with Autism; and

WHEREAS, the Fresno Unified School District prides its schools and community on being student centered and committed to developing programs and services that meet the diverse academic and social emotional needs of the entire student body, including those with Autism; and

WHEREAS, given the wide-ranging implications of Autism, the Fresno Unified School District recognized the importance of increasing public knowledge of the need to support individuals with Autism and the family members, educators, and other professionals who teach and care for individuals with Autism; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Fresno Unified School District designates the month of April as Autism Acceptance Month and urges all schools and educational partners to participate in Autism acceptance activities to become better educated about Autism and create a better community for individuals with Autism.

ADOPTED this 8th day of April by the Board of Education of Fresno Unified School District, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Veva Islas, Board President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM A-5

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

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

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

ITEM DESCRIPTION: Included in the Board binders are Variable Term Waiver requests for Bilingual Cross-cultural, Language and Development (BCLAD) Authorization for the 2022/23 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 candidate referenced below is working toward completing the required coursework for the Multiple Subject Credential and BCLAD authorization.

Name	Site	Credential/ BCLAD Language
Jose Mora Amezcua	Centennial Elementary	BCLAD:SPANISH
Yesenia Maya	Wawona Middle	BCLAD:SPANISH
Julissa Pulido	Wawona Middle	BCLAD:SPANISH
Lizbeth Hernandez Perez	Hidalgo Elementary	BCLAD:SPANISH
Abril Amaro De Velez	Sunset Elementary	BCLAD:SPANISH
Liliana De Leon	Wawona Middle	BCLAD:SPANISH
Ricardo Trejo-Raygoza	Wawona Middle	BCLAD:SPANISH

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

PREPARED BY: Manjit Atwal,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023 **AGENDA ITEM A-6**

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

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

TITLE AND SUBJECT: Adopt Variable Term Waiver for Career Technical Education Credential Holders

ITEM DESCRIPTION: Included in the Board binders are Variable Term Waivers for Career Technical Education Credential Holders.

The Commission on Teacher Credentialing (CTC) 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
Amos Israel	Gaston Middle School	CTE: Arts, Media, and Entertainment
John Hanamaikai	Edison High School	CTE: Health Science and Medical Technology
Michael Vang	Bullard High School	CTE: Arts, Media and Entertainment
Hannah Degroot	Bullard Talent	CTE: Arts, Media and Entertainment
Tracie Corazzini	Hoover High	CTE: Public Service
Sandra Chaires Sanchez	Phoenix Secondary	CTE: Marketing, Sales and Service
Amber Donat	Phoenix Secondary	CTE: Agriculture and Natural Resources
Robert Jenkins	Bullard High School	CTE: Public Service
Andrew Pancotti	McLane High School	CTE: Health Science and Medical Technology
Jennifer Rua	Duncan	CTE: Health Science and Medical Technology
David Munoz	Roosevelt High School	CTE: Public Service
Peter Fortuna	Phoenix Secondary	CTE: Art, Media, and Entertainment/Information and Communication Technologies
Michael Stamps	Edison High School	CTE: Arts, Media and Entertainment and Communication Technologies

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

PREPARED BY: Manjit Atwal,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Provisional Internship Permits

ITEM DESCRIPTION: Included in the Board binders are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board approval.

Site principals recommended to Human Resources to retain or hire the following teachers in their positions of 2022/23 due to a shortage of fully credentialed teachers. They are all working toward completing the required classes/exams by the end of 2022/23.

Recommendations for PIP hires:

Name	Site	Subject
Sara Levine	SPED Department	SPED DHH
Elda Perez	Herrera Elementary	Multiple Subjects
Juana On	Bullard Talent	Multiple Subjects
Devinne Vaughn	Ewing Elementary	SPED MMSN and ESN
Durrand Johnson	Roosevelt High	SPED MMSN and ESN
Brian Duckworth II	McLane High	Physical Education
Andre Yang	Kings Canyon Middle	English
Justin Burris	McLane High	SPED MMSN and ESN
Lizbeth Hernandez Perez	Hidalgo Elementary	Multiple Subject
Myra Stephane Rubio	Norseman Elementary	SPED DHH
Madissen Harp	Ahwahnee Middle	General Science
Isaiah Asencio	Gaston Middle School	Mathematics
Michael Fulford	Edison High School	Physical Education
Lee-Jessica Metz	Hoover High	SPED MMSN and ESN
Clara Munoz	Sunnyside High	English
Kimberley Binion	Wawona Middle	English
Ricky McCoy	Roosevelt High	SPED MMSN and ESN

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

PREPARED BY: Manjit Atwal,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM A-8

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

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

TITLE AND SUBJECT: Approve Graduation Agreements for the Class of 2023

ITEM DESCRIPTION: Included in the Board binders are four independent contractor services agreements and tentative schedules for the Class of 2023 graduation ceremonies. The agreements include facilities, health/safety protocols, audio-visual services, staging, additional seating, ticketing, floral, senior clear recognition/safety bags, and photography to host the graduation ceremony at three main sites: McLane Stadium, Save Mart Center, and the Saroyan Theatre. Design Science, McLane, Rata, and Adult Transition Program will host graduation ceremonies at their own sites. Duncan will utilize McLane Stadium again this year for their graduation ceremony. Fresno Adult School, DeWolf, J.E. Young, Cambridge, eLearn Academy, and Patiño will host graduation at the Saroyan Theatre June 01 and June 05, 2023. Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside will host graduation at the Save Mart Center June 05 - 07, 2023.

Following Board Approval of agreements, the included 2023 Graduation Schedule will be posted at www.fresnounified.org.

FINANCIAL SUMMARY: Sufficient funds in the amount of $279,638 are available in the Student Engagement budget.

PREPARED BY: Leslie Loewen,
Manager III, & Bryan Wells,
Assistant Superintendent

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

CABINET APPROVAL: Natasha Baker,
Chief Academic Officer

DEPUTY SUPERINTENDENT APPROVAL:

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

ASM Global - Save Mart Center	2650 E Shaw Avenue, Fresno, CA 93710
Vendor Name	*Address*
559-278-3401	Sean McElhinney
Phone Number	*Vendor Contact*
From: 3/9/2023	**Through:** 6/7/2023
Term (Duration)	
FUSD Contract Administrator:	
Leslie Loewen/Bryan Wells	Student Engagement 559-457-3674
Name	*Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 030-0675-0725-1981-5110

Annual Cost $176,000 (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 agreement includes rental of facilities, utilities, staffing, health/safety protocols, production, practice, and staging to host the Class of 2023 High School Graduation Ceremonies for Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside June 5-7, 2023, and the African American Student Recognition Program on June 4, 2023.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 03/08/23 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**	N Bat	2/24/2023
	Signed	*Date*
Reviewed & approved by **Risk Management**	Stacey A. S	3/2/2023
	Signed	*Date*
Reviewed & approved by **Department Head**	Bryan J. Wells	Feb 7, 2023
	Signed	*Date*

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

Fresno Unified School District

Independent Contractor Services Agreement

Fresno Unified School District
Achieving our Greatest Potential!

GENERAL INFORMATION

School/Department Budget: 030-0675-0725-1981-5110

District Contact Person: Leslie Loewen/Bryan Wells

Budget Manager Approval: Bryan J. Wells

Contractor's Vendor Name: ASM Global - Save Mart Center

Contractor's Contact Person: Sean McElhinney

Contractor's Title: General Manager

Contractor's Telephone Number: 559-278-3401

Contractor's E-mail: SMcElhinney@SaveMartCenter.com

Contractor's Address: 2650 E Shaw Avenue, Fresno, CA 93710

This Independent Contractor Services Agreement is made and entered into effective 3/9/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). ASM Global - Save Mart Center

1. Contractor Services. Contractor agrees to provide

rental of facilities, utilities, staffing, health/safety protocols, production, practice, and staging to host the Class of 2023 High School Graduation Ceremonies for Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside June 5-7, 2023, and the African American Student Recognition Program on June 4, 2023. See attached License 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 03/9/2023 , and shall terminate on 6/7/2023 . 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 $176,00(per see atta estimated, Not to exceed $176,000 . Checks will be made payable to ASM Global - Save Mart Cente. 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

   a. Lodging $0 Actual cost of single occupancy. Not to exceed $100 per night. **Receipt Required.*

   b. Meals $0 Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. **Receipt Required.*

   c. Travel $0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies $0 As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 176000

   f. Other $0

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 _____ 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 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 _____ 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: ASM Global - Save Mart Cent

Name: Sean McElhinney

Address:
2650 E Shaw Avenue
Fresno, CA 93710

c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

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

30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

Date

CONTRACTOR

ASM Global - Save Mart Center

Sean P McElhinney

Name: Sean McElhinney , *Title:* General Manager

Feb 7, 2023

Date

Approved As To Form:

Stacey Sandoval, Risk Management Executive Director

3/2/2023

Date

SAVE MART CENTER AT FRESNO STATE

LICENSE AGREEMENT

THIS AGREEMENT ("AGREEMENT"), made this 9th day of March, 2023, by and between ASM GLOBAL, a Pennsylvania General Partnership (ASM GLOBAL), hereinafter referred to as LICENSOR, with an address of 2650 E. Shaw Avenue, Fresno, California 93710, as agent for California State University, Fresno Association, Inc., and **Fresno Unified School District,** hereinafter LICENSEE, whose address is **2309 Tulare Street, Fresno, CA 93721-2287.**

WITNESSETH

1. **FOR AND IN CONSIDERATION,** of the sum hereinafter specified, the LICENSOR grants to LICENSEE the use of SAVE MART CENTER for the **Fresno Unified School District High School Graduation Celebrations on Sunday, June 4, 2023, Monday, June 5, Tuesday, June 6, and Wednesday, June 7, 2023 (the "Events")** and for no other purposes whatsoever without consent of LICENSOR endorsed on this license. The Events shall commence at 3:00 p.m. on Sunday, June 4 and 4:00 p.m. and 8:00 p.m on Monday, June 5, Tuesday, June 6, and Wednesday, June 7, 2022. The Events shall conclude at approximately 5:00 p.m. on Sunday, June 4 and 9:30 pm on all other days. Access to the licensed premises shall be granted at 8:00 a.m. on Sunday, June 4, 2022, or a mutually agreeable day based on event calendar. The licensed premises shall consist of the arena floor, the spectator seating area, available dressing rooms, locker rooms, production offices, green room, and such other areas permitted by LICENSOR for the sole purpose of presenting the Event ("PREMISES").

2. **RENTAL, DEPOSIT AND LIQUIDATED DAMAGES.** LICENSEE agrees to pay LICENSOR the following license fee for said space:

License Fee: **$29,000.00 License fee includes the initial set-up of the event configuration, use of all facility-owned equipment, and utilities.**

LICENSEE shall pay for all staffing expenses, including but not limited to, event coordinator, ticket takers, ushers, peer security, uniform security, law enforcement, medical services, event receptionist, engineers, operations and maintenance, cleaning services, any other personnel required for the operation of the events, and phone lines. Total expenses for the abovementioned expense categories shall not exceed $110,000.

LICENSEE shall pay for the risk and all costs and expenses of producing and conducting the Event, which include, but are not necessarily limited to all sound equipment, lighting, production equipment, stagehands, and other such costs necessary to stage the show, as applicable. LICENSEE will be responsible for the costs of advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, phones, pyro/fire watch expenses (if any), audio/visual services personnel, operations personnel necessary for any rehearsals, and other promoter/artist requested expenses, as applicable.

Total expenses for the above mentioned expense category is estimated at $37,000. Actual event expenses may differ from the estimate and added charges will apply for any additional equipment or services required or requested by your event. Added charges will be billed after the event.

Upon execution of this Agreement, LICENSEE shall submit a deposit of **$10,000.00** which shall be applied as a non-refundable rental deposit for the Event. LICENSEE also agrees to timely make additional deposits with LICENSOR on written notice or to LICENSOR'S representative at SAVE MART CENTER of such sums as are necessary to cover those costs which LICENSOR reasonably determines it would encounter on behalf of LICENSEE in relation to the event. The amount paid on execution and delivery of this instrument shall be forfeited in favor of LICENSOR as liquidated damages, if LICENSEE shall, for any reason whatsoever, cancel this contract. In such situation, the parties agree that said amount would be a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by LICENSOR in the event that LICENSEE cancels this AGREEMENT. In the event of any cancellation by the LICENSEE, regardless of notice given, LICENSOR shall be reimbursed for any and all expenditures undertaken by LICENSOR on LICENSEE's behalf, in addition to the liquidated damages provided above.

If SAVE MART CENTER is licensed to LICENSEE for a fixed sum, any balance of such fixed sum that may be due shall be paid prior to each Event, and when licensed on a percentage basis, the balance due, if any, shall be paid immediately following the Event. If for any reason such license fee is not paid as aforesaid, it is agreed that box office receipts in the possession of the LICENSOR may be withheld by LICENSOR and applied to the payment of such license fee and LICENSEE waives all rights to that portion of the box office receipts necessary to pay such license fee. If for any reason the duration of the event exceeds that which was agreed upon herein, additional license fees will be charged at $1,500.00 per one-half-hour or portion thereof.

3. **INSURANCE AND INDEMNIFICATION.** LICENSEE agrees to obtain at its own expense, and to keep in full force and effect during the use or occupancy of the PREMISES, the following insurance policies with a company authorized to do business in California. Each policy of insurance obtained and maintained by LICENSEE must be endorsed to be primary of all other valid and collectible insurance of LICENSOR and LICENSEE, and the certificate and/or certificates of insurance to be furnished by LICENSEE to LICENSOR must certify that such policy of insurance has been endorsed to be primary of all other valued and collectible insurance of LICENSEE and LICENSOR. If pyrotechnic displays will be used, the pyrotechnic vendor must submit to LICENSOR an insurance certificate meeting the same stipulations as LICENSEE.

Commercial General Liability – (including personal injury, contractual, products liability, and the acts of independent contractors) occurrence insurance only will be accepted, claims-made insurance is unacceptable.

Combined single limit per occurrence coverage for personal and advertising injury, property damage, products and completed operation $2,000,000.00

Workmen's Compensation (statutory)

The commercial general liability coverage is to include contractual liability applicable to the indemnification provision of this AGREEMENT.

LICENSEE shall name as additional insureds, **ASM GLOBAL,** the State of California, Trustees of the California State University, California State University, Fresno, the **California State University, Fresno Association, Inc.,** and all of said entities' agents, employees, representatives, boards, directors, officers, divisions, and affiliates (hereinafter "ADDITIONAL INSUREDS"). Fifteen (15) days prior to the commencement of the licensed use of the PREMISES, LICENSEE shall furnish LICENSOR with a certificate of insurance and also a copy of original endorsements effecting coverage required by this clause as evidence that the required coverage is in effect. LICENSEE will be required to furnish LICENSOR a list of exceptions and exclusions in addition to the certificate of insurance. All insurance coverage required by this AGREEMENT must carry a thirty (30) day notice of cancellation. All deductibles arising from insurable events shall be the sole financial responsibility of LICENSEE. All

insurance policies required pursuant to this section 3 shall be endorsed to provide that the underwriters and insurers waive any subrogation rights against each of the ADDITIONAL INSUREDS.

LICENSEE will protect, indemnify, save and hold harmless ASM GLOBAL, the LICENSOR, the State of California, the Trustees of the California State University, California State University, Fresno, and all of said entities' agents, employees, representatives, boards, directors, officers, divisions and affiliates ("INDEMNITEES") from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur on or in the PREMISES which may arise, or in any way grow out of any act or omission of the LICENSEE, its agents, subcontractors, servants, and employees or the use and occupancy of the PREMISES by the LICENSEE or anyone using or occupying said PREMISES as a patron or an invitee of LICENSEE, and any and all costs, expenses and/or attorney fees incurred by INDEMNITEES, or any of them, as a result of any such claim, demand, and/or cause of action except for those claims, demands, and/or causes of actions arising out of the acts or omissions of said INDEMNITEES, their agents, representatives, employees and subcontractors.

LICENSOR will protect, indemnify, save and hold harmless the District and its agents, employees, Board of Trustees ("INDEMNITEES") from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur on or in the PREMISES which may arise, or in any way grow out of any act or omission of the LICENSOR, its agents, subcontractors, servants, and employees or the use and occupancy of the PREMISES by the LICENSOR or anyone using or occupying said PREMISES as a patron or an invitee of LICENSOR, and any and all costs, expenses and/or attorney fees incurred by INDEMNITEES, or any of them, as a result of any such claim, demand, and/or cause of action except for those claims, demands, and/or causes of actions arising out of the act or omissions of said INDEMNITEES, their agents, representatives, employees and subcontractors.

4 **SUITES.** The PREMISES shall not include the luxury suites (the "Suites"). LICENSOR shall retain the right to lease, license or sell, on a seasonal or other basis, the Suites and all other proceeds from the use, license, lease, or sale of such Suites shall belong exclusively to LICENSOR and shall not be included in the box office settlement.

5. **UTILITIES AND EQUIPMENT.** Rent includes the on-site electric lights, heat and/or air conditioning and equipment customarily provided by LICENSOR and determined necessary by LICENSOR for the presentation of the attraction. LICENSOR shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the reasonable control of LICENSOR, including but not limited to acts of God, accidents, repairs or strikes. Such failure shall not constitute a default on the part of Licensor, nor shall LICENSOR be liable, under any circumstances, for loss of or damage to property, however, occurring, through or in connection with or incidental to the furnishing of or failure to furnish any of the utilities provided by this paragraph, or for any interruption to LICENSEE's business, however, occurring.

6. **SETUP.** The license fee includes setup of facilities as customarily provided by LICENSOR. It does not include stagehands, electricians, carpenters, or decorators during and after the event and/or other similar personnel that may be required in addition to those described in Paragraph 2 herein.

7. **MOTION PICTURES, RADIO AND TELEVISION.** LICENSEE shall have the right to negotiate and enter into agreements for granting of motion picture, radio or television or recording rights in connection with the staging of any performance under the terms of this license. LICENSOR agrees to allow LICENSEE to retain any and all revenues for any filming, recording, broadcasting, and/or other similar rights for this event.

8. **OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS.** With respect to any Event on the PREMISES, LICENSEES shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by LICENSEES under this Agreement do not include royalty, copyright, or other payments which may be payable on behalf of third party owners of such Works, and LICENSEES agree hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. LICENSEES specifically agree, undertakes, and assumes the responsibility to make any and all reports to such agencies and /or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. LICENSEES agree hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. LICENSEES further agree hereby to provide to ASM GLOBAL any such compliance evidence as may be requested by ASM GLOBAL in advance of or after any such Event. LICENSEES agree that the obtaining and maintaining of such evidence by LICENSEES is a material condition of this Agreement. LICENSEEES agree to indemnify, defend, protect, and hold harmless ASM GLOBAL and all other Indemnities (as that term in defined in this Agreement) of and from all and all manner of losses arising in any way form the use by LICENSEES of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the publication, display, or performance by LICENSEES, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

In addition to the foregoing, LICENSEE and its agents, guests and employees will observe and comply with all laws, ordinances, and regulations adopted or established by the United States, the State of California, the City of Fresno, and Fresno County; and with all rules and regulations provided by SAVE MART CENTER, LICENSOR, the Trustees of the California State University, and California State University, Fresno. LICENSEE will obtain at its own expense, all licenses, permits and union and trade organization clearances required by any public body or by contract for use by LICENSEE of the licensed PREMISES in the manner contemplated by this Agreement.

9. **STAFFING.** LICENSOR shall be the sole provider of conversion labor, ticket takers, ushers, ticket sellers, peer security, police, medical (for patrons), cleaning personnel, receptionist, maintenance/operations staff, engineers, and event coordinator. Any services that are required by LICENSEE that are not part of the scope of this AGREEMENT shall be subcontracted for by LICENSEE, or if provided by LICENSOR, billed at rates quoted in LICENSOR's published rate schedule (Exhibit A). If LICENSEE requests use of facility video boards, staffing, expenses related to said request shall be paid by LICENSEE and are not included in the base license fees described in Paragraph 2. LICENSOR shall have final say as to the minimum number of personnel required.

10. **PERFORMANCE APPROVAL.** LICENSOR retains sole approval rights of performance, exhibition or entertainment to be offered under this AGREEMENT and LICENSEE agrees that no such activity or part thereof shall be given if LICENSOR at any time prior to the Event files written objections on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this AGREEMENT. In the event of such occurrence, LICENSEE shall forfeit all rights under this contract and shall have no legal recourse against LICENSOR for any damages or for the return of any license fee deposits.

11. **CONCESSIONS AND PARKING.** LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to, all parking rights and

privileges, the sale of all concession items, programs and novelties, and all rights to set up and operate any and all concessions and catering. LICENSEE shall not sell or give away any food, refreshments, beverages, tobacco products, flowers, candies, printed matter of any kind, photographs or any other materials without the prior written consent of LICENSOR. LICENSEE is aware that LICENSOR and its affiliated companies have the exclusive right for the sale and distribution of all food, beverage and merchandise (including T-shirts, novelties and programs) on SAVE MART CENTER property, and LICENSEE agrees to negotiate with LICENSOR accordingly. Parking shall be charged and retained by LICENSOR at rate of $10.00 per vehicle.

12. **ADVERTISING.** LICENSEE agrees that all advertising and promotion of the event will be truthful and accurate. LICENSEE further agrees no advertising or promotion will be instituted without LICENSOR having previously given written approval of the message content, format and placement, which approval LICENSOR may grant or deny in its sole discretion. LICENSEE shall not use the LICENSOR'S name(s) and/or logo(s), nor shall it reference show times, hours of operation and ticket purchasing and pricing without the express written consent of LICENSOR. LICENSOR reserves the right to promote other Arena events or recognize Arena sponsors via in-house audio-visual systems during periods which do not conflict with the Event performance (pre-show, intermission, time-outs, post-show).

13. **CONTROL OF SAVE MART CENTER.** LICENSOR reserves the right to control the management and/or operation of said SAVE MART CENTER and to enforce all necessary and proper rules for the management and operation of same. Notwithstanding anything to the contrary, LICENSOR reserves for its manager and employees the right to enter any part of said SAVE MART CENTER at any time and on any occasion.

14. **SIGNS AND DECORATIONS.** LICENSEE will neither post nor erect any decorations, signs, advertisements or posters of any kind or description on the PREMISES or any portion of the SAVE MART CENTER and/or other properties of LICENSOR unless specific, prior approval has been obtained from LICENSOR, which approval LICENSOR may grant or deny in its sole discretion.

15. **COPYRIGHTS, TRADEMARKS, TRADE NAMES AND PATENTS.** LICENSEE assumes all responsibility for and shall indemnify, defend and save and hold harmless the INDEMNITEES from and against any trade mark, trade name, copyright, patent infringement claims and all other intellectual property claims that may occur by the use of any trade marked, trade named, copyrighted, or patented material in connection with LICENSEE'S use of the licensed PREMISES or promotion or advertisement thereof.

16. **BUILDING OR EQUIPMENT DEFACEMENT OR DAMAGE.** LICENSEE agrees neither to damage, mar, nor in any manner deface SAVE MART CENTER equipment and shall neither cause nor permit anything to be done whereby the said PREMISES or equipment shall be in any manner injured, damaged, marred or defaced, nor shall LICENSEE drive or permit to be driven any nails, hooks, tacks or screws in any part of said building or equipment, nor shall LICENSEE make or allow to be made any alteration of any kind therein without express permission of LICENSOR. Damage to building or equipment shall be the sole liability of LICENSEE who agrees unequivocally to promptly reimburse LICENSOR for the cost of repairing damage to be building or equipment in an amount as reasonably determined by LICENSOR.

If the PREMISES or any portion of the SAVE MART CENTER shall be damaged by the act, omission, default or negligence of LICENSEE or LICENSEE's agents, subcontractors, employees, patrons, invitees, guests, or any person admitted to said PREMISES by LICENSEE, LICENSEE will promptly pay to LICENSOR, upon demand, in cash, a sum equal to the cost of repairing and restoring the PREMISES to their condition as of the commencement of this license as deemed appropriate by

LICENSOR, or LICENSEE will, at the option of and with the approval of LICENSOR, make or cause to be made such restoration and repairs at its own expense.

17. LOSS OF USE OF BUILDING. Should the space covered by this AGREEMENT or any part hereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, or exercise of the police power or other unforeseen occurrence shall render the fulfillment of this contract by LICENSOR impracticable, LICENSOR shall not in any case be liable or responsible to LICENSEE for any damage or loss caused thereby. If because of an emergency such as but not limited to, an air raid, air raid warning, curfew, riot, civil disorder, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is cancelled or terminated, LICENSOR shall not be liable or responsible to LICENSEE for any loss or damage caused thereby. In the event that the herein mentioned situations occur, LICENSEE will only be entitled to the return of any rental deposit paid and any additional rental due shall be waived.

18. INTERMISSION. If it is determined that the Event will have an intermission, LICENSOR will be notified, in advance, of the time and duration of said intermission.

19. DEFAULT BY LICENSEE. Except with regard to cancellation of this AGREEMENT by LICENSEE and the resulting entitlement of LICENSOR to liquidated damages pursuant to paragraph 2 hereof, in the event LICENSEE should default in the performance of any of the covenants contained in this license, or in the event LICENSEE should dissolve, cease doing business as a going concern, or become insolvent or bankrupt, LICENSOR shall have the option to terminate this license and all of LICENSEE's rights hereunder, and in the event of such termination, LICENSEE shall be obligated to pay to LICENSOR, on demand, any damages sustained by LICENSOR by reason of LICENSEE's actions or inactions, and the resulting termination of the license, whether arising because of LICENSOR's inability to re-license the PREMISES or otherwise. The provisions of this paragraph shall apply in conjunction with and in addition to those contained in Paragraph 10 relative to LICENSEE's failure to observe LICENSOR's performance and presentation standards.

20. CANCELLATION BY LICENSOR. Use of the SAVE MART CENTER is hereby licensed to Licensee only for the purpose stated in Paragraph 1 of this AGREEMENT. Any misrepresentation by LICENSEE or other person in obtaining this AGREEMENT shall be sufficient grounds for immediate cancellation of this AGREEMENT by LICENSOR without liability of LICENSOR, without obligation of LICENSOR to refund any deposit paid by LICENSEE, and without loss of any right of LICENSOR against LICENSEE.

In the event of such misrepresentation or violation of any other provisions of this AGREEMENT, LICENSOR, its agents or employees shall further have the right to refuse to allow LICENSEE to use the PREMISES, or if LICENSEE is already using the PREMISES, to cause the ceasing of all LICENSEE's activities and the removal of LICENSEE from the PREMISES.

21. RESPONSIBILITY FOR PERSONAL PROPERTY. LICENSOR shall not be responsible for any loss or damage to personal property placed in or about the SAVE MART CENTER belonging to LICENSEE, its servants, agents, subcontractors, guests, patrons and invitees, and LICENSEE shall hold LICENSOR and all other INDEMNITEES harmless from all claims arising out of loss or damage to such personal property. LICENSEE shall remove from the PREMISES immediately upon the conclusion of the Event, all property belonging to LICENSEE and all property brought into or unto the PREMISES by LICENSEE or by persons associated with LICENSEE in its use and occupancy of the aforesaid PREMISES. If LICENSEE fails to remove all such property, LICENSOR shall have the right to cause the removal and storage of any such property at LICENSEE's sole risk, cost and/or expense, but nothing herein shall in any way constitute LICENSOR as a bailee of any such properties whether owned by LICENSEE or by any other person.

22. **ASSIGNMENT AND SUB-LICENSING.** This AGREEMENT shall not be assigned nor shall the PREMISES be sub-licensed without the prior written consent of LICENSOR, which consent may be granted or denied in LICENSOR'S sole discretion.

23. **WAIVERS.** Waiver of one or more terms or conditions of this AGREEMENT shall not be deemed a modification or waiver of any other provisions of this license. No waiver shall be effective or binding upon LICENSOR unless it is in writing, duly executed by LICENSOR and LICENSEE, as an amendment to this AGREEMENT.

24. **TAXES AND TAX RETURNS.** LICENSEE shall be solely responsible for filing any and all federal, state and local tax returns and payment of all taxes due that arise out of LICENSEE'S use of the PREMISES, and indemnify, defend and hold INDEMNITEES harmless therefrom. LICENSOR reserves the right to prepare and file with any governmental agency any admission tax return required and to pay said taxes from funds to be deducted and retained from the sale of admission tickets, but LICENSOR shall have no obligation to file any tax returns or pay any taxes due by LICENSEE. The parties recognize that LICENSEE'S use of the PREMISES pursuant hereto may constitute a possessory interest therein subject to taxation by state and/or local taxing authorities. LICENSEE agrees to be wholly responsible for, and shall timely pay any such taxes, and shall remit such taxes demanded together with any interest and penalties associated therewith and, at no expense to the LICENSOR, and LICENSEE shall indemnify, defend and hold INDEMNITEES harmless therefrom.

25. **LICENSOR'S PRIVILEGE AND RIGHT TO WITHHOLD FUNDS.** LICENSEE hereby confers upon LICENSOR a first and paramount lien, pledge and privilege on all box office receipts collected from any and all box office locations for any sums due it under this AGREEMENT and shall have the right to retain so much of the same as shall be necessary to discharge LICENSEE's obligations to LICENSOR hereunder. LICENSEE hereby further authorizes LICENSOR to withhold from any other funds, that may be due LICENSOR, such sums as may be due LICENSOR pursuant to this AGREEMENT, including without limitation, any amount for damages for which LICENSEE may be liable to LICENSOR.

26. **ATTORNEY FEES.** In case suit or action is instituted by LICENSOR to enforce compliance with this AGREEMENT, LICENSOR shall be entitled to recover reasonable attorney fees from LICENSEE in addition to the costs and disbursements provided by statute.

27. **APPLICABLE LAW.** This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of California. With regard to any disputes that may arise out of this AGREEMENT, the parties consent to the jurisdiction of the courts of the State of California, and agree that venue of any such action is exclusively proper in the County of Fresno.

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IN WITNESS WHEREOF, the parties have affixed their signatures as follows:

LICENSEE:	**LICENSOR:**
Fresno Unified School District	**ASM GLOBAL**
Name of Company	Name of Company
Signature of Authorized Officer	**Sean McElhinney** **General Manager**
Printed Name of Authorized Officer	
Telephone Number	

Approved As To Form

3/2/2023

Stacey Sandoval, Risk Management Executive Director

SAVE MART CENTER

EXHIBIT A
STAFFING / EQUIPMENT /SERVICES
RATE SCHEDULE

EVENT STAFFING

Event Coordinator	$	250.00 /event
Patron Service Manager	$	38.67 /hr.
Usher Supervisor	$	24.90 /hr.
Ticket Taker Supervisor	$	24.90 /hr.
Guest Services Representative	$	24.90 /hr.
Usher	$	23.50 /hr.
Ticket Taker	$	23.50 /hr.
Ticket Seller	$	23.50 /hr.
Event Receptionist	$	24.90 /hr.
Parking Attendant	$	23.50 /hr.
Parking Supervisor	$	25.70 /hr.
Audio/Visual Technician	$	26.75 /hr.
Engineer	$	37.25 /hr.
Operations/Conversion Sup.	$	26.75 /hr.
Operations/Conversion Staff	$	24.90 /hr.
Event Peer Security Manager	$	31.07 /hr.
Event Peer Security Supervisor	$	29.28 /hr.
Event Peer Security Guard	$	26.71 /hr.
Uniformed Security Guard	$	27.58 /hr.
Police Officers	Actual charges from PD	
Ambulance (incl. 2 staff)	$	220.00 /hr.
Paramedic	$	80.00 /hr.
EMT	$	80.00 /hr.
Fire Watch (per person)	$	237.39 /hr.
Housekeeping Supervisor	$	24.00 /hr.
Housekeeping Staff	$	21.50 /hr.

POST-EVENT CLEANING

Daily attendance	Per Patron
0 to 2,000	$1.25
2,001 to 3,000	$1.07
3,001 to 5,000	$1.00
5,001 to 7,500	$0.94
7,501 to 10,000	$0..83
10,001 to 12,500	$0.71
12,501 to Cap.	$0.67

DIRT EVENTS – EXTRA CLEANING CHARGE

Floor Only	$	2,250.00 Flat
Floor/Backstage	$	4,500.00 Flat

Rates subject to change

STAGE LABOR

IATSE Local 158 - Fresno	See Exhibit B	

FACILITY EQUIPMENT/SERVICES

Phone Sets	$	150.00 /line
Phone Long Distance	Actual Charge	
High Speed Internet		$ /location
200.00		
Dressing Room Furniture	$	100.00 /room
Scissor Lift	$	50.00 /event
Forklift (w/extensions)	$	125.00 /event
Staging		
4'x8' panel various heights	$	10.00 /panel
Stairs and skirting included		
Half-house curtain	$	500.00 /event
Spotlights	$	125.00 Each
Chairs- folding or stacking	$	1.00 Each
Tables - various sizes	$	10.00 Each
Table Cloths	$	2.00 Each
Table Skirts	$	5.00 Each
Towels	$	2.50 Each
Lectern - standard or table top	$	25.00 Each
Pipe and Drape - 8 feet high	$	3.00 /linear ft.
Tensa-Barrier -7 foot sections	$	2.00 /section
Easels	$	5.00 Each
Barricades	$	5.00 Each
Microphones	$	10.00 Each
TV/VCR cart	$	50.00 /event
Portable sound system	$	200.00 /event
Lighting tower	$	85.00 Each
Video Scoreboard	$	500.00 /event
Video board w/control room	$	400.00 /event
Technical/Show Director	$	45.00 /hr.
Video Replay Operator	$	40.00 /hr.
Camera Operator	$	35.00 /hr.
Venus Operator	$	25.00 /hr.
Video Engineer	$	35.00 /hr.
Utilities for camera operator	$	25.00 /hr.
Avid Editing, with editor	$	150.00 /hr.
Field camera w/operator DVC Pro	$	150.00 /hr.
Fixed goal or P.O.V. cameras	$	50.00 /day
Crewing, Set-up, Insurance Fee	$	125.00 /day
Utilities Fee	$	1,500.00 /day
Utilities Fee - Floor only	$	500.00 /day

SMG

01-01-23

EXHIBIT B

STAGEHAND WAGE SCALE

EFFECTIVE September 1, 2022 – August 31, 2023

POSITION	HOURLY RATE	OVERTIME (1.5 Hourly Rate)*
STEWARD (A Steward is mandatory on calls w/ over ten workers)	$34.01	$47.23
DEPARTMENT HEADS	$32.63	$45.31
STAGEHANDS / GRIPS / WARDROBE	$26.37	$36.63
TRUCK LOADERS	$30.53	$42.41
UP / HEAD RIGGERS	$45.37	$63.02
DOWN RIGGERS	$42.79	$59.44
FORKLIFT and AERIEL EQUIPMENT OPERATORS	$30.53	$42.41
HOUSE / EVENT TECHNICIAN	$33.31	$46.26
ELECTRICIAN	$32.63	$45.31

*(Overtime after 8 regular time hours / Midnight – 3:00 a.m. / 6:00 a.m. – 8:00 a.m.) **(Double Time: 3:00 a.m. – 6:00 a.m.)

TRADE SHOWS: The same rates shall apply in all positions

SHOW CALLS: Show calls are billed at a flat rate of 3 1/2 hours and begin no earlier than one half hour prior to the ticketed start time. Shows that run overtime, shall be billed in ½ hour increments of the "show call" hourly rate.

POSITION	PERFORMANCE "SHOW" CALL RATE	Hourly Rate	½ Hourly Rate
STEWARD	$121.48	$34.71	$17.36
DEPARTEMENT HEAD (Including: HOUSE LIGHT OPERATOR)	$121.48	$34.71	$17.36
STAGE HANDS / GRIPS (Including: WARDROBE & HAIR STYLISTS)	$97.18	$27.77	$13.88
SPOTLIGHT OPERATOR (House)	$104.46	$29.84	$14.92
SPOTLIGHT OPERATOR (Truss)	$115.15	$32.90	$16.45
PYRO – TECHNICIAN (assistant)	$121.48	$34.71	$17.36
TECHNICAL DIRECTOR	$152.27	$43.51	$20.14
CAMERA OPERATOR	$115.15	$32.90	$16.45

1. Add $20.00 per performance for stagehands, which are required to be "in costume" and on stage during the performance)
2. Shows that are "Commercially Filmed, Video Taped, Audio Recorded or Streamed Live to an audience outside of arena" shall require a Double Show Call rate during the "recorded" performance(s). If on a recognized holiday, employees will be paid at a rate of 1.5 times the show call rate + an additional show call (double time + 1/2_)

44% will be added to the labor subtotal to cover Payroll Costs and Benefits. This rate is subject to change.

The Load-In, Load-Out, and Show Calls are billed as separate work calls. The Load-In and Load-Out of a performance or event are "billed" at a minimum of a four-hour work call.

Holiday rates apply on New Years Day, Martin Luther King's day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Eve, Christmas Day and New Years Eve.

Rates Subject to Change.

ASM GLOBAL

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

Freestyle Event Services	1030 Carrier Parkway, Bakersfield, CA 93308
Vendor Name	*Address*
661-331-8574	Jared Perry
Phone Number	*Vendor Contact*
From: 3/9/2023	**Through:** 6/7/2023
Term (Duration)	

FUSD Contract Administrator:

Leslie Loewen/Bryan Wells	Student Engagement	559-457-3674
Name	*Site/ Dept*	*Telephone number*

Budget (Fund-Unit-Dept.-Activity-Object) 030-0675-0725-1981-5110

Annual Cost $13,037 (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 agreement includes audio/visual services and video board connectivity including equipment, technician, and delivery for McLane and Duncan Graduation Ceremonies on June 6 and 7, 2023 at McLane Stadium.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 03/08/23 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**	N Bax	2/24/2023
	Signed	*Date*
Reviewed & approved by **Risk Management**	Stacey A. S	2/27/2023
	Signed	*Date*
Reviewed & approved by **Department Head**	Bryan J. Wells	Feb 8, 2023
	Signed	*Date*

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

Fresno Unified School District

Independent Contractor Services Agreement

Fresno Unified School District
Achieving our Greatest Potential!

GENERAL INFORMATION

School/Department Budget: 030-0675-0725-1981-5110

District Contact Person: Leslie Loewen/Bryan Wells

Budget Manager Approval: Bryan J Wells

Contractor's Vendor Name: Freestyle Event Services

Contractor's Contact Person: Jared Perry

Contractor's Title: Owner

Contractor's Telephone Number: 661-331-8574

Contractor's E-mail: jared@freestyleevents.com

Contractor's Address: 1030 Carrier Parkway, Bakersfield, CA 93308

This Independent Contractor Services Agreement is made and entered into effective 3/9/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). Freestyle Event Services

1. Contractor Services. Contractor agrees to provide

The agreement includes audio/visual services and video board connectivity including equipment, technician, and delivery for McLane and Duncan Graduation Ceremonies on June 6 and 7, 2023 at McLane Stadium. See attached Service Quote.

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 03/9/2023 , and shall terminate on 6/7/2023 . 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 $13,037 per see atta, estimated Not to exceed $13,037 . Checks will be made payable to Freestyle Event Services . 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 JP

   a. Lodging $0 Actual cost of single occupancy. Not to exceed $100 per night. **Receipt Required.*

   b. Meals $0 Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. **Receipt Required.*

   c. Travel $0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies $0 As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 13037

   f. Other $0

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 JP 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 JP JP District's initials SS 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: Freestyle Event Services

Name: Jared Perry

Address:
1030 Carrier Parkway
Bakersfield, CA 93308

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, Interim Chief Financial Officer

Date

CONTRACTOR

Freestyle Event Services

Jared Perry

Jared Perry | Feb 7, 2023 16:33 PST

Name: Jared Perry *, Title:* Owner

Feb 7, 2023

Date

Approved As To Form:

Stacey A. Sandoval, Risk Management Executive Director

2/28/2023

Date

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

Fresno Convention & Entertainment Center	848 " M" Street, Fresno, CA 93721
Vendor Name	*Address*
559-621-8759	Jeff Wolff/Mark Moreno
Phone Number	*Vendor Contact*
From: 3/9/2023	**Through:** 6/5/2023
Term (Duration)	
FUSD Contract Administrator:	
Leslie Loewen/Bryan Wells	Student Engagement 559-457-3674
Name	*Site/ Dept* *Telephone number*

Budget (Fund-Unit-Dept.-Activity-Object) 030-0675-0725-1981-5110

Annual Cost $ 50,601.00 (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 agreement includes rental of facilities, utilities, staffing, health/safety protocols, production, and staging to host the Class of 2023 High School Graduation Ceremonies for Fresno Adult School, DeWolf, J.E. Young, Cambridge, eLearn Academy, and Patiño at the Saroyan Theatre on June 01 and June 05, 2023. Load in and practice day will be May 31, 2023.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 03/08/23 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**	NBx	2/24/2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		3/2/2023
	Signed	*Date*
Reviewed & approved by **Department Head**	Bryan J. Wells	Feb 6, 2023
	Signed	*Date*

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

Revised 7/26/22

Fresno Unified School District

Independent Contractor Services Agreement

Fresno Unified School District
Achieving our Greatest Potential!

GENERAL INFORMATION

School/Department Budget: 030-0675-0725-1981-5110

District Contact Person: Leslie Loewen/Bryan Wells

Budget Manager Approval: Bryan D. Wells

Contractor's Vendor Name: Fresno Convention & Entertainment Center

Contractor's Contact Person: Jeff Wolff/Mark Moreno

Contractor's Title: General Manager/Director

Contractor's Telephone Number: 559-621-8759

Contractor's E-mail: mark.moreno@fresnoconventioncenter.com

Contractor's Address: 848 " M" Street, Fresno, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 3/9/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). Fresno Convention & Entertainment Center

1. Contractor Services. Contractor agrees to provide

rental of facilities, utilities, staffing, health/safety protocols, production, practice, and staging to host the Class of 2023 High School Graduation Ceremonies for Fresno Adult School, DeWolf, J.E. Young, Cambridge, eLearn Academy, and Patiño at the Saroyan Theatre on June 01 and June 05, 2023. See attached License Agreements.

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 05/9/2023, and shall terminate on 6/5/2023. 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 estimated per see atta, Not to exceed $ 50,601.00. Checks will be made payable to Fresno Convention & Entertai. 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 _____

   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): $ 50,601.00

   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 _____ 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 _____ 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.

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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: Fresno Convention Center

Name: Jeff Wolff

Address:

Fresno Convention & Entertainment Center
848 "M" Street
Fresno, CA 93721

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, Interim Chief Financial Officer

Date

CONTRACTOR

Fresno Convention & Entertainment

Name: Joel Wolff, Mark Mo, *Title:* General Manager/Director

2/4/2023

Date

Approved As To Form:

Stacey Sandoval, Risk Management Executive Director

3/2/2023

Date

FRESNO Convention & Entertainment Center

SAROYAN THEATRE | SELLAND ARENA | FRESNO CONVENTION CENTER | VALDEZ HALL

USE LICENSE AGREEMENT
23-06-696-1436975

BY AND BETWEEN

ASM GLOBAL and Fresno Unified School District
"FUSD-Fresno Specialty Schools Graduation 2023
"% Leslie Loewen
Contact: Leslie Loewen
Phone: 559.457.3674 Fax: N/A Email: leslie.loewen@fresnounified.org

Date of Contract: March 9, 2023

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of March 9, 2023 by and between ASM GLOBAL, a Pennsylvania general partnership ("ASM GLOBAL"), and Fresno Unified School District whose current address is 2348 Mariposa Street, Fresno, CA 93721 (the "Licensee").

BACKGROUND

ASM GLOBAL is the manager of a facility commonly known as the Fresno Convention & Entertainment Center (the "Facility"), located at 848 M Street, Second Floor, Fresno, CA 93721, which is owned or leased by the City of Fresno (the "Owner"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, ASM GLOBAL desires to grant to Licensee, and Licensee hereby accepts from ASM GLOBAL, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) ASM GLOBAL hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "Authorized Areas"). This includes all improvements, furniture, fixtures, and easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "Event"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "Expiration Time"). Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from ASM GLOBAL prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent; an amount equal to the sum of ASM GLOBAL's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested. In addition, a rental fee in an amount determined by ASM GLOBAL to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with ASM GLOBAL's management and operation of the Facility, ASM GLOBAL utilizes the services of approved Fresno County local vendors (the "Third-Party Contractors"). Licensee hereby agrees that ASM GLOBAL shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a complex (such other non-Facility areas are collectively referred to herein as the "Complex"). Licensee further acknowledges that ASM GLOBAL will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the Complex, to the extent that the foregoing activities are within ASM GLOBAL's reasonable control. Licensee hereby agrees to hold ASM GLOBAL, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and ASM

GLOBAL's and the Owner's general and administrative expenses) of every kind and nature whatsoever (collectively, the "Losses") arising out of any of the foregoing activities occurring at the Complex.

(e) Floor Plans, Descriptions, and Set-Up.

(i) At least sixty (60) days prior to the first Event day, Licensee shall provide to ASM GLOBAL, for ASM GLOBAL's and/or the City of Fresno Fire Marshall's approval, five (5) copies of a full and complete floor plan for the Event. Based upon a review by ASM GLOBAL and/or such Fire Marshall of the foregoing plan, ASM GLOBAL may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as ASM GLOBAL may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) In addition to the floor plan delivered under clause (i) above, at least sixty (60) days prior to the first Event, Licensee shall provide to ASM GLOBAL, for ASM GLOBAL's review (and/or the review of any consultant or representative engaged by ASM GLOBAL), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

(iii) At least four (4) weeks prior to the first Event day, Licensee shall provide to ASM GLOBAL information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

(iv) Licensee shall be solely liable for all Losses arising from Licensee's failure to deliver to ASM GLOBAL the materials described in subparagraphs (i), (ii) and (iii) of this Section 1(e) within the specified periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility will be used solely for the purpose of the Fresno Specialty Schools Graduation. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all Losses occurring at the Facility (whether within or without an Authorized Area) caused to ASM GLOBAL, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act), and (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities. Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

(d) Notwithstanding any other provision of this Agreement, neither ASM GLOBAL, nor the City, shall be responsible in any way for the acts or omissions of any of Licensee's invitees, staff or volunteers (whether or not authorized by Licensee) working, or otherwise present, at the Facility. Licensee shall indemnify, defend, and/or hold ASM GLOBAL and the City harmless for the acts or omission of any invitees, staff, and/or volunteers according to the provisions contained in Section 11 herein below.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) ASM GLOBAL shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by ASM GLOBAL to accomplish the foregoing, said failure resulting from circumstances beyond the control of ASM GLOBAL, shall not be considered a breach of this Agreement by ASM GLOBAL, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by ASM GLOBAL.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of ASM GLOBAL, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. ASM GLOBAL may accept, at its election delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless ASM GLOBAL for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. ASM GLOBAL assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any Losses arising out of any rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Broadcast Fee, Additional Equipment and Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to ASM GLOBAL a license fee, broadcast

fee, and shall reimburse ASM GLOBAL for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B.

(b) Broadcast Fee. ASM GLOBAL shall retain all television, film, radio and/or recording rights to any Events, which take place in or at the Facility. Licensee may purchase such rights from ASM GLOBAL for a broadcast fee (the "Broadcast Fee") equal to the greater of (i) TWO THOUSAND FIVE HUNDRED, ($2,500), or (ii) in the event that Licensee desires to sell such rights to a third party after purchasing them from ASM GLOBAL pursuant to this clause (c), FIFTEEN PERCENT (15%) of all amounts received by Licensee from such third party under the applicable written contract between Licensee and such third party. Said contract shall be delivered to ASM GLOBAL not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by Licensee that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or is in the process of being reached wherein Licensee shall receive any additional monies for such rights.

(c) Additional Equipment and Service Expenses.

(i) ASM GLOBAL shall provide on an exclusive basis, as required for each Event, the following services to include but limited to (collectively, the "Services"), the expenditures which are paid by Licensee to ASM GLOBAL ("Additional Equipment and Service Expenses"): ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by ASM GLOBAL at the request of Licensee or required by facility agreements.

(ii) ASM GLOBAL shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse ASM GLOBAL in connection with the Services as provided in Section 6 below.

6. Payment Terms.

(a) License Fee, and Broadcast Fee. The License Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Additional Equipment and Service Expenses After ASM GLOBAL's receipt of Licensee's floor plan and set-up description pursuant to Section 1(e) above, ASM GLOBAL shall deliver to Licensee an Event Resume, setting forth ASM GLOBAL's estimate of all expenses, which ASM GLOBAL will incur in connection with the Services. ASM GLOBAL shall deliver to Licensee an Event Settlement setting forth the expenses incurred for the services rendered by ASM GLOBAL either at the settlement or no later than 10 days after the conclusion of event. In the event the amount reflected in the Event Settlement exceeds the amount reflected in the Event Resume, Licensee shall promptly pay to ASM GLOBAL the amount of the excess. In the event the amount reflected in the Event Resume exceeds the amount reflected in the Event Settlement, ASM GLOBAL will refund Licensee with the Event Settlement. Notwithstanding anything to the contrary set forth in this Agreement, ASM GLOBAL's failure to deliver either the Event Resume or the Event Settlement shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to ASM GLOBAL a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment/Advance Deposit. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B. See Exhibit B for complete payment schedule.

7. Revenues and Costs. ASM GLOBAL shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Additional Equipment and Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Records, Reports, and Audits.

(a) Records. Licensee shall maintain accurate books and records with respect to its activities at the Facility, including, but not limited to, the costs and revenues of each Event. Licensee shall keep and preserve such books and records at all times during the term of this Agreement and for at least three (3) years following the expiration or termination hereof.

(b) Reports. Licensee shall deliver to ASM GLOBAL no later than TEN DAYS (10) days after the date of a revenue-generating Event for the account of ASM GLOBAL a detailed written notice of the amounts claimed to be due to ASM GLOBAL pursuant to Sections 5(a), 5(b), 5(c), and 6(a) of this Agreement (each a "Statement"). Each Statement shall detail (i) with respect to ticket sales, all tickets sold and all amounts collected by Licensee, with all deductions (sales tax, etc.) there from, (ii) with respect to broadcast revenues, a detail of all broadcast revenues collected by Licensee, with all deductions (sales tax, etc.) there from. Statements shall be deemed incontestable unless objected to by ASM GLOBAL, in writing, specifying the nature of and reasons for such objection, within twelve (12) months after receipt by ASM GLOBAL.

(c) Audits. Licensee shall give ASM GLOBAL and its representative's access to the box office statement Licensee maintains pursuant to Section 8(a) above at any time when so requested by ASM GLOBAL. Licensee shall also provide, at Licensee's own expense, a copy of any such box office statements upon request. To the extent that any Statement prepared by Licensee has become contestable, ASM GLOBAL shall have the right to cause nationally recognized independent auditors to audit all of the box office statements of Licensee relating to such Statement. If any such audit demonstrates that the revenues or expenses reflected in any Statement are understated (in the case of revenues) or overstated (in the case of expenses), in either case by more than five percent (5%), Licensee shall pay to ASM GLOBAL the reasonable cost of such audit. In any event, Licensee shall promptly pay to ASM GLOBAL the portion of any License Fee, or Broadcast Fee due to ASM GLOBAL as a consequence of such overstatement or understatement.

9. Taxes. ASM GLOBAL shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

10. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to ASM GLOBAL not less than thirty (30) days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to ASM GLOBAL, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars ($1,000,000) for bodily injury and One Million Dollars ($1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high-risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices.

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to ASM GLOBAL for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, ASM GLOBAL, or otherwise, with a combined single limit of not less than Two Hundred and Fifty Thousand Dollars ($250,000) (including an extension of hired and non-owned coverage).

(iii) Applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) ASM GLOBAL and Owner shall be named as additional insured's there under. Not less than thirty (30) days prior to the first Event set forth on Exhibit A; Licensee shall deliver to ASM GLOBAL certificates of insurance evidencing the existence thereof, all in such form as ASM GLOBAL may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of (1) ASM GLOBAL, Risk Management Director, 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA, 19428, (2) ASM GLOBAL, General Manager, 848 M Street, Second Floor, Fresno, CA 93721, and (3) the City of Fresno, Attention: City Manager, 2600 Fresno Street, Room 2064, Fresno, CA 93721." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to ASM GLOBAL at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) And "The City of Fresno, ASM GLOBAL, their officers, agents, volunteers and employees are included as additional insured. It is further agreed that this insurance is primary to all other similar coverage carried by the City of Fresno, and/or ASM GLOBAL, and the Licensee and their insurance shall have no right or recovery or subrogation against the operator."

(iii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iv) The coverage limits contained on such policies shall be on a per-occurrence basis only.

(v) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(vi) All policies must be issued by companies authorized to do business in the State of California and assigned a rating of B+VI or better, per Best's Key Rating Guide, latest edition.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against ASM GLOBAL and Owner and their respective officers, directors, employees, and agents.

(d) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place

11. Indemnification.

(a) Licensee shall indemnify, defend and hold harmless City of Fresno, ASM Global Parent, Inc., and their respective officers, directors, agents, employees and volunteers (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

12. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Additional Equipment and Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(a) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM GLOBAL shall be in default under this Agreement if ASM GLOBAL fails to perform or fulfill any term, covenant, or condition contained in this Agreement and ASM GLOBAL fails to commence a cure thereof within five (5) business days after ASM GLOBAL has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then ASM GLOBAL may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, ASM GLOBAL may, in its sole discretion, delay and/or withhold

payment and/or settlement of all accounts and funds related to monies collected or received by ASM GLOBAL for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, ASM GLOBAL shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, ASM GLOBAL shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to ASM GLOBAL by reason of this Agreement are unique and that ASM GLOBAL may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore ASM GLOBAL, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of ASM GLOBAL.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of ASM GLOBAL. If approval is granted by ASM GLOBAL, then all monies received from such broadcast will be considered as broadcast revenues for determining the Broadcast Fee due to ASM GLOBAL.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility.

(g) Licensee shall not operate any equipment or materials belonging to ASM GLOBAL.

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(i) Licensee shall use the services of ASM GLOBAL's exclusive ticket contractor, Ticketmaster, ASM GLOBAL's box office and other locations selected by ASM GLOBAL for all event ticket sales.

(j) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall assist ASM GLOBAL in its efforts to control and prevent such ticket "scalping".

(k) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of ASM GLOBAL. In such event, donations or collections are granted by ASM GLOBAL in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for determining the License Fee due to ASM GLOBAL.

(l) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by ASM GLOBAL in addition to all state and local laws, orders, or mandates including but not limited to OSHA and ADA.

(m) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of ASM GLOBAL.

(n) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to ASM GLOBAL, including evidence of compliance with the requirements of this paragraph to be provided to ASM GLOBAL in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless ASM GLOBAL

and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web cast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(o) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

(p) If requested by ASM GLOBAL, Licensee shall use the Facility's logo (the "Facility Logo") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by ASM GLOBAL in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by ASM GLOBAL to Licensee in any artwork or other depiction thereof.

15. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated there under, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee acknowledges that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any of its violations of the ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event comply with the ADA.

17. Use of Information. Licensee hereby acknowledges and agrees that ASM GLOBAL shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

18. Liquidated Damages. If Licensee cancels any Event or significantly reduces the use of Authorized Areas covered by this Agreement, Licensee agrees to pay to ASM GLOBAL the following amounts as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:

(a) If Licensee cancels more than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL as liquidated damages.

(b) If Licensee cancels more than six (6) months but less than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be

retained by ASM GLOBAL, and Licensee shall further pay one half of the License Fees described in Section 5 as liquidated damages.

(c) If Licensee cancels less than six (6) months before the first scheduled day of the Event, or is in default of any of the terms of this Agreement, the entire License Fee shall be payable to ASM GLOBAL as liquidated damages.

19. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of California, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of ASM GLOBAL and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Without limiting the generality of the foregoing, it is expressly understood and agreed by the parties hereto that no officer, director, employee, agent, representative, or sales person of either party hereto, or of the Owner or any third party has the authority to make, has made, or will be deemed to have made, any representation, warranty covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgement.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM GLOBAL, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. ASM GLOBAL and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

20. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections, which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of ASM GLOBAL. ASM GLOBAL shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, ASM GLOBAL shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt, or (iv) when sent by facsimile and a confirmation receipt is obtained; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to ASM GLOBAL:
ASM GLOBAL
848 M Street, Second Floor
Fresno, CA 93721
Attention: General Manager

Copy to:
ASM GLOBAL
300 Four Falls Corporate Center
300 Conshohocken State Road
West Conshohocken, PA 19428
Attention: Director of Risk Management
Facsimile: (215) 592-6699

If to Licensee:
Fresno Unified School District
%Leslie Loewen
2348 Mariposa Street, Fresno, CA 93721
Phone: 559.457.3674 Fax: N/A
Email: leslie.loewen@fresnounified.org

(e) Non-Exclusive Use. ASM GLOBAL shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(f) Priority Booking Clause. In compliance with the booking policy of the Fresno Convention & Entertainment Center (FCEC) as adopted by the City of Fresno, California, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement, is flexible, up to 14 months prior to the scheduled event. If the FCEC attracts a new Event to the City of Fresno utilizing the FCEC facilities and that also generates hotel- room nights for the City of Fresno; the combined economic impact of the new event, must exceed the date(s) revenues generated to the FCEC that would be impacted. The new event's combined economic impact will include anticipated sales tax, hotel tax, and FCEC facility revenues, based on verifiable historical data provided to FCEC. If these circumstances occur, ASM GLOBAL, as operator, reserves the right to move to another date or venue per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event. All rehearsals scheduled in this contract are bumpable with 30 days' notice to the Fresno Specialty Schools Graduation. ASM GLOBAL shall make best efforts to make available another venue within the FCEC.

(g) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

(h) Acts and Omissions of Third Parties. ASM GLOBAL shall not be liable in any way for any acts and/or omissions of any third party to this Agreement, including, without limitation, any ticket agency used by ASM GLOBAL in connection with the sale of tickets for any Event.

(i) Union Agreement. ASM GLOBAL is a party to a Union Agreement with Local 158 of IATSE in which the membership has been granted certain work related jurisdictions. The Union Agreement applies to most event types and all facilities that encompass the Fresno Convention & Entertainment Center (FCEC). The Licensee acknowledges this association; further the Licensee understands and agrees it will comply with the terms and conditions of the Union Agreement as administered by ASM GLOBAL with respect to the event herein described.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

ASM GLOBAL

By: _____

Name: Jeff Wolff

Title: General Manager Date:

_____

Fresno Unified School District By:

Name: Patrick Jensen, Interim Chief Financial Officer

Title: Fresno Unified Licensee Date: _____

_____

_____**Client Initials** Certificate of Insurance (COI) showing proper coverage to be provided to FCEC as outlined on pg 7 of this License Agreement, Section 10.

_____**Client Initials** If Union IATSE Stagehands are unable to Walk-Away for a Meal period (no later than 5th Hour of work), Licensee must provide meals as applicable to avoid Meal Penalty charge(s) in Final Settlement/Billing.

_____**Client Initials** If FCEC provides meal(s) to Union IATSE Stagehands, the rate is $50 per staff meal.

Approved As To Form

Stacey Sandoval

3/2/2023

Stacey Sandoval, Risk Management Executive Director

EXHIBIT "A" TO USE LICENSE AGREEMENT

"FUSD-Fresno Specialty Schools Graduation 2023"
% Leslie Loewen
2348 Mariposa Street, Fresno CA 93721
Contact: Leslie Loewen Phone: 559.457.3674 Fax: N/A e-mail: leslie.loewen@fresnounified.org

Authorized Area	Day	Date	Time of Use	Purpose
Saroyan Theatre	Wednesday	May 31, 2023	8:00AM - 8:00PM	Move In -Rehearsals
Saroyan Theatre	Thursday	Jun 01, 2023	4:00 AM - 11:59 PM	Move In/Event/Move Out

EXHIBIT "B" FINANCIAL SUMMARY REPORT

"FUSD-Fresno Specialty Schools Graduation 2023"
% Leslie Loewen
2348 Mariposa Street, Fresno CA 93721
Contact: Leslie Loewen Phone: 559.457.3674 Fax: N/A e-mail: leslie.loewen@fresnounified.org

Wed-Thurs May 31- June 01, 2023 | Saroyan Theatre

1. License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN /REHEARSALS	Wednesday May 31,2023 Saroyan Theatre (8:00am- 8:00pm)	$2,000
MOVEIN /EVENT/MOVE OUT	Thursday June 1, 2023 Saroyan Theatre (4:00am – 11:59pm) (4:00am- AV early arrival)	$4,116
VENUE OVERTIME	$350/hr. (hours before 8am or after 11:59pm) (4:00am- AV early arrival -4 hrs.)	$1,400
RENT TOTAL	Non Profit -TOTAL	$7,516
EQUIPMENT		
MEAL FUNCTION	Tables QTY: TBA Chairs QTY: TBD (Included based on guaranteed catering)	INCLUDED
SPOT LIGHTS	$550/each (Does not include operator)	TBD
TABLES	$22/ each QTY: 6 (Based on 2022 Event)	$132
CHAIRS	$2.50/ each- 276	$690
PODIUM	$35/ each (Based on 2022 Event)	TBD
WIFI CONNECTIVITY	$25 per logged in device (5-7 Mbps)	TBD
STAGING	$50 per 4' x8' deck QTY: 50 units (Based on 2022 Event)	$2,500
AUDIO	$550 per day Theatre Audio Package	TBD
PARKING PASS	170 @ $ 10 per vehicle	$1,700
AUDIO/VISUAL	Must be selected from FCEC approved vendor list	TBD
ELECTRICAL	Electrical: $85/per 15AMP Service connect – Backstage power included	INCLUDED
SERVICE & PERSONNEL		
EVENT STAFF	Ticket Takers, Ushers, Security *Estimate only; final based on actual client/event hours	$5,500 (+/-)
UNION STAGEHANDS	Stagehands/Loaders *Estimate only; final based on actual client/event hours	$8,500 (+/-)
EVENT INSURANCE	$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
BOX OFFICE FEE		
Box Office	Ticketed Event processing $.75/ticket issued to FUSD - QTY: 2,300 Tickets per school	
Fresno Adult H.S. & GED	Box Office Ticket @$.75 X 2,300	$1,725
eLearn Academy	Box Office Ticket @$.75 X 2,300	$1,725
De Wolf	Box Office Ticket @$.75 X 2,300	$1,725
J.E. Young	Box Office Ticket @$.75 X 2,300	$1,725
Cambridge	Box Office Ticket @$.75 X 2,300	$1,725
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		**$35,163**

Estimated expenses of $35,163 should not be considered the total cost for your event

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	$0.00	November 30, 2022
Deposit Amount Due	$17,582	December 7, 2022
Remaining Estimated Balance	$17,581	April 20, 2023
TOTAL ESTIMATED EXPENSES	**$35,163**	

- **House Sound:** Not available at the Saroyan Theatre. A/V must be selected from approved FCEC vendor list.
- **Graduations Ticketed event**: Licensee shall use the services of FCEC exclusive ticket contractor, Ticketmaster, FCEC box office.
- **Catering & Concession Services:** All food and beverages services, including alcohol, backstage catering and concessions provided by FCEC exclusive caterer and concessionaire.
- **FCEC/ASM Global reserves the right to demand the balance of estimated expenses, 10 days prior to the event**

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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

SHUTTERFLY LIFETOUCH, LLC	1016 Reno Ave Suite A, Modesto CA 95351
Vendor Name	*Address*
209-544-0610	Andrew Johnson
Phone Number	*Vendor Contact*
From: 3/9/2023	**Through:** 6/30/2023
Term (Duration)	

FUSD Contract Administrator:

Leslie Loewen/Bryan Wells	Student Engagement	559-457-3674
Name	*Site/ Dept*	*Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 030-0675-0725-1981-5110

Annual Cost $ 40,000.00 (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:

Photography services, print, and delivery of 5x7 photographs for approximately 4400 graduates at the eighteen (18) graduation ceremonies for the Class of 2023. The following schools will be hosting ceremonies where Lifetouch will be providing services: Bullard, Cambridge, DeWolf, Design Science, Duncan, Edison, eLearn Academy, Fresno Adult School, Fresno High, Hoover, JE Young, McLane, Patino, Rata, ATP, Roosevelt, Sunnyside, and Summer School. Costs are estimated at $40,000 ($9/ea. for 4444 graduates. Families must register and request their free photo for delivery following graduations.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 03/08/23 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**	NBx	2/24/2023
	Signed	*Date*
Reviewed & approved by **Risk Management**		3/2/2023
	Signed	*Date*
Reviewed & approved by **Department Head**		Feb 22, 2023
	Signed	*Date*

Please return signed agreement back to (name/email) : Leticia deSantiago/leticia.desantiago@fr

DocuSign Envelope ID: E612D54D-FA4E-4553-834F-D60AE5FA5292

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0675-0725-1981-5110

District Contact Person: Leslie Loewen/Bryan Wells

Budget Manager Approval: Bryan D. Wells

Contractor's Vendor Name: SHUTTERFLY LIFETOUCH, LLC

Contractor's Contact Person: Andrew Johnson

Contractor's Title: VP Sales

Contractor's Telephone Number: 209-544-0610

Contractor's E-mail: ebailey@lifetouch.com

Contractor's Address: 1016 Reno Ave Suite A, Modesto CA 95351

This Independent Contractor Services Agreement is made and entered into effective 3/9/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"), SHUTTERFLY LIFETOUCH, LLC

1. Contractor Services. Contractor agrees to provide

Photography services, print, and delivery of 5x7 photographs for approximately 4400 graduates at the eighteen (18) graduation ceremonies for the Class of 2023. The following schools will be hosting ceremonies where Lifetouch will be providing services: Bullard, Cambridge, DeWolf, Design Science, Duncan, Edison, eLearn Academy, Fresno Adult School, Fresno High, Hoover, JE Young, McLane, Patino, Rata, ATP, Roosevelt, Sunnyside, and Summer School. Costs are estimated at $40,000 ($9/ea. for 4444 graduates. Families must register and request their free photo for delivery following graduations.

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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 03/9/2023 , and shall terminate on 6/30/2023 . 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 $ 9.00 per student, ESTIMATED Not to exceed $ 40,000.00 . Checks will be made payable to SHUTTERFLY LIFETOUCH, 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 AJ

   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): $ 40,000.00

   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 AJ District's initials SS 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)~~ one (1) 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)~~ one (1) 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~~ included as an additional insured on the CGL 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. Intentionally omitted ~~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_____ 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 the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

Contractor: SHUTTERFLY LIFETOUCH

Name: Erika Bailey

Address:

1016 Reno Ave Suite A
Modesto CA 95351
with a copy to:
11000 Viking Drive
Eden Prairie, MN 55344
Attn: VP Sales

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: E612D54D-FA4E-4553-834F-D60AE5FA5292

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

Date

CONTRACTOR

SHUTTERFLY LIFETOUCH, LLC

DocuSigned by:
Andrew Johnson
8EC39D4B71B7453

Name: Andrew Johnson *, Title:* VP Sales

2/22/2023

Date

Approved As To Form:

Stacey Sandoval, Risk Management Executive Director

3/2/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Agreement with MGT of America to Conduct Facility Conditions Assessments of All Schools

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is an agreement with MGT of America to conduct Phase I facility conditions assessments of all district schools. The agreement is in the amount of $604,294 and is for the period March 09, 2023 through June 30, 2024. It is anticipated that the school site evaluations will be conducted in March and April 2023 with an interim assessment report to follow. Pending the results of the Board Work Shop, staff will bring forward a recommendation for approval of Phase II final report estimated at $171,707.

The purpose of a facility conditions assessment is to objectively determine, using independent facilities experts and a standardized rating tool, the existing conditions of school buildings and grounds. MGT conducted the facility conditions assessments for the district-wide Facilities Master Plan approved by the Board June 2010 and was updated January 2018. The data provided by MGT contributed to the overall estimated cost of needed school facility improvements in the Facilities Master Plan and established a baseline for each Fresno Unified School District facility evaluated.

The facility conditions assessments will provide ratings by school in each of three areas:

- Educational suitability and functionality – how well facilities support school programs
- Buildings conditions – which evaluates the physical condition of all building systems in the following categories: New or Like New, Excellent, Good, Fair, Poor, and deferred maintenance needs of major building systems
- Grounds condition – which evaluates the physical condition of all site systems including capital or deferred maintenance needs of play fields, parking lots, walkways, fencing, etc.

Results of the Phase I interim facility conditions assessment will be combined with other factors and criteria to help guide the planning and prioritization of future Bond projects. Subsequent to the results of the Board Work Shop, staff will recommend the commissioning of the Phase II Master Plan, providing: evaluation of current and projected demographics and enrollment projections, capacity and utilization analysis and recommended prioritization of planned project.

FINANCIAL SUMMARY: Sufficient funds in the amount of $604,294 are available in the Measure M Fund.

PREPARED BY: Alex Belanger,
Chief Executive

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

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

DEPUTY SUPERINTENDENT APPROVAL:

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

MGT of America Consulting, LLC	4320 W.Kennedy Blvd Ste 200 Tampa, FL 33609
Vendor Name	*Address*
(850) 445-4005	Patrick J. Dyer
Phone Number	*Vendor Contact*
From: 3/9/2023	**Through:** 6/30/2024
Term (Duration)	
FUSD Contract Administrator: Alex Belanger	Facilities Management & Planni (559) 457-6126
Name	*Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* M500

Cost $ 604,294.00 Please choose an option

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:

MGT of America Consulting, LLC to conduct facility conditions assessments of all district schools.

The purpose of the facility conditions assessments is to objectively determine, using independent facilities experts and a standardized rating tool, the existing conditions of school buildings and grounds.

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:** 03/08/23 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:** 2/16/2023
Signed *Date*

Reviewed & approved by **Risk Management, or Exec. Dir. of Purchasing:** 2/17/2023
Signed *Date*

Please return signed contract to:

Alex Belanger	Facilities Management & Planning
Name	*Department*

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: M500

District Contact Person: Alex Belanger

Budget Manager Approval: _____

Contractor's Vendor Name: MGT of America Consulting, LLC

Contractor's Contact Person: Patrick J. Dyer

Contractor's Title: Vice President

Contractor's Telephone Number: (850) 445-4005

Contractor's E-mail: proposals@mgtconsulting.com

Contractor's Address: 4320 W. Kennedy Blvd., Suite 200 Tampa, FL 33609

This Independent Contractor Services Agreement is made and entered into effective 3/9/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). MGT of America Consulting, LLC

1. Contractor Services. Contractor agrees to provide

Phase I
Project Initiation and Data Collection, Educational Review and Programmatic Priorities, Facilities Condition and Suitability Assessments and Interim Report

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 3/9/2023 , 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 $ 604,294.00. Checks will be made payable to MGT of America Consulting, 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 RJD

   a. Lodging N/A Actual cost of single occupancy. Not to exceed $100 per night. **Receipt Required.*
   b. Meals N/A Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. **Receipt Required.*
   c. Travel N/A Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies N/A As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $ 604,294.00
   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 RJD 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 _____ 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:

Ann Loorz
Purchasing Department
Fresno Unified School
District 4498 N. Brawley
Avenue Fresno, CA 93722

Contractor: MGT of America Consulting, LLC

Name: Patrick J. Dyer

Address:

3600 American River Dr., Ste 150
Sacramento, CA 95864

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, Interim Chief Financial Officer

_____

Date

CONTRACTOR

MGT of America Consulting, LLC

_____

Name: Patrick J. Dyer ***, Title:*** Vice President

02/15/2023

Date

Approved As To Form:

_____

Risk Management or Purchasing

2/17/2023

Date

Revised

FEBRUARY 8, 2023

SUBMITTED BY

KARINDA BARRETT, PH.D.

VICE PRESIDENT, EDUCATION SOLUTIONS

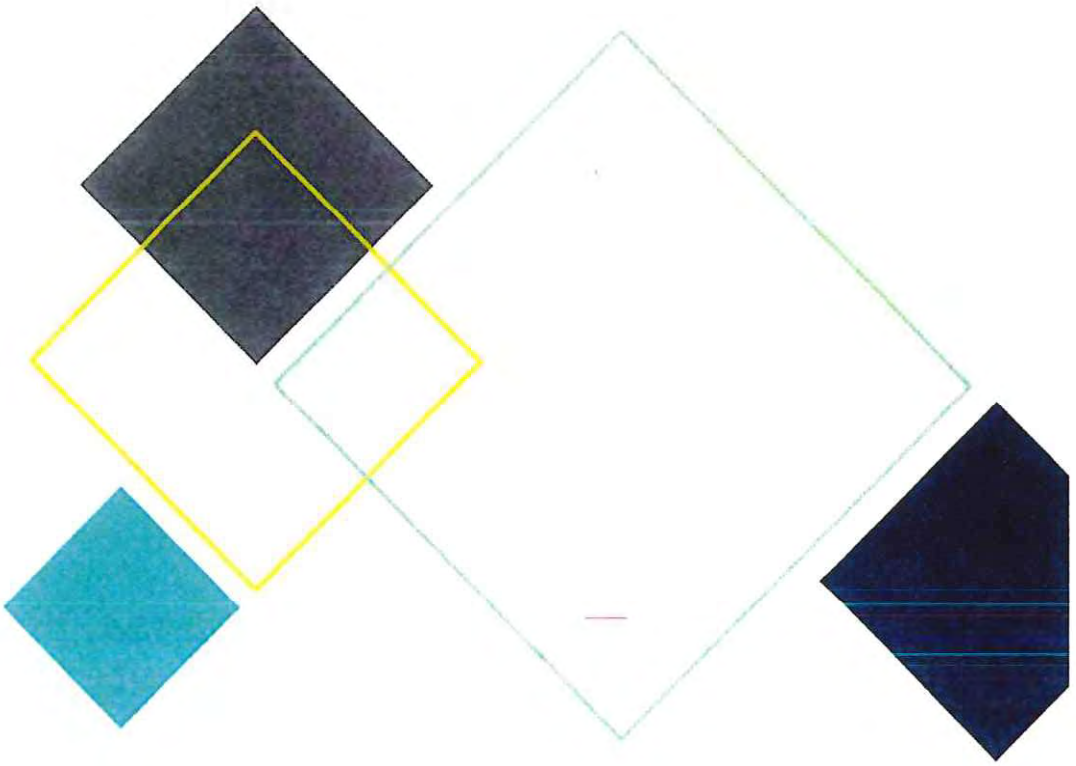
4320 W. KENNEDY BLVD., SUITE 200
TAMPA, FLORIDA 33609

850.445.4005

kbarrett@mgtconsulting.com

Phase I Facilities Master Plan

FRESNO UNIFIED SCHOOL DISTRICT



February 8, 2023



Alex Belanger
Chief Executive, Facilities Management & Planning,
Maintenance & Operations
Fresno Unified School District

Dear Mr. Belanger,

MGT of America Consulting, LLC ("MGT") is pleased to submit our revised proposal for a Phase I Facility Master Plan for Fresno Unified School District (FUSD). Based on our prior work with Fresno USD, we are positioned to build on our 2017 reports and highlight gains since then. Considering the last complete FMP was conducted in 2006, we recommend a phased FMP to comprehensively capture the current state of Fresno's facilities, grounds, educational suitability, and safety and security. A second phase can then complete the master plan with a demographic and enrollment forecast, capacity and utilization analysis, and scenario prioritizations.

MGT's extensive previous experience providing facility assessment and master planning services to school districts across the country has been enhanced with the addition of Eric Hall & Associates (EH&A) as a subsidiary of MGT. We are extremely proud of our history with districts across California and the nation, and with this proposal we hope to continue this productive partnership.

The combined strength of MGT and EH&A offers FUSD services and solutions that will meet your specific objectives and expedited timeline. Our team's philosophy is based on educational programing as the driver for facility decisions and long-range planning and has bolstered our clients' planning frameworks by providing both an immediate snapshot and a long-term view of what facility needs are necessary, while still giving paramount consideration to the educational environment for learning. Our focus on the intersection of form and function enables FUSD to move forward with facility improvements while adhering to mission, vision, values, and goals.

As a leading management consulting firm, we offer FUSD the stability of an organization and a team with extensive experience with facility planning projects and a track record for exceeding client expectations. Our staff is made up of educational planners who have also had careers in public education, and we understand the educational implications of facility planning for both the school district and its community. Having served as school leaders, we understand first-hand the importance of a well-developed school facility plan. MGT has worked closely with superintendents, facility directors, boards of education, and city and county officials and we know the value of bringing these constituencies to a shared vision of the schools.

MGT's goal is to develop a bold but realistic and implementable plan that will include immediate actionable improvements and provide a roadmap for coming years that will guide the District through a set of key planning decisions based on the **framework that has been successfully used on over 300 school districts**. Our team's approach to planning is based on our methodologies, models, and tools that we have developed specifically for educational planning based on service to the public education community across the country and internationally.

If you have questions on any part of this proposal, please contact **Dr. Karinda Barrett**, MGT's Vice President for Education Solutions, at **kbarrett@mgtconsulting.com**.

FIRM INFORMATION	MGT of America Consulting, LLC 4320 W. Kennedy Blvd. | Tampa, Florida 33609 P 888.302.0899 | F 850.385.4501 FEIN – 81-0890071 | www.mgtconsulting.com
INDIVIDUAL AUTHORIZED TO COMMIT FIRM	Patrick J. Dyer, Vice President 3600 American River Dr., Ste 150 | Sacramento, CA 95864 P 888.302.0899 | proposals@mgtconsulting.com
OFFICIAL CONTACT PERSON	Dr. Karinda Barrett, Vice President, Education Solutions Group 4320 West Kennedy Blvd. | Tampa, Florida 33609 P 850.445.4005 | kbarrett@mgtconsulting.com

As the Vice President of MGT of America Consulting, LLC, I am authorized to bind the company contractually. Thank you very much for this opportunity.

Sincerely,

Patrick J. Dyer
Vice President
Authorized Signer

Phase I Facilities Master Plan Work Plan Tasks

The following tasks identify the activities MGT proposes to undertake to deliver Fresno Unified School District Phase I tasks.

Task 1.0: PROJECT INITIATION AND DATA COLLECTION

Activities

1.1 Schedule and conduct initial project kickoff meeting (virtual) with the District Project Officer and appropriate stakeholders.

1.2 Review key project objectives, expectations, communication protocols, and reporting requirements.

1.3 Discuss timing of project data collection and the roles and responsibilities of the Project Officer and the MGT team.

1.4 Collect and review initial District data, recent survey data, prior reports, plans, and other source documents pertinent to the study and the target region. (MGT will submit a data request for source documents that are not available on the district's website).

1.5 Finalize specific conditions, responsibilities, and time frames for project tasks.

1.6 Adjust work plan and corresponding timelines (if necessary) and submit for final approval.

1.7 Work with the district to designate a single client-side point of contact and establish understanding of contextual constraints and opportunities.

1.8 Gather school district information, including:

- Current school capacities
- Current school enrollment and enrollment policies
- Planned new school construction, additions, and renovations to existing facilities
- Current elementary/middle/high school boundaries and attendance zones
- Grade level configurations
- Program participation, including specialty and magnet programs
- Transfer policies
- Transportation patterns
- Community use of facilities

1.9 Gather community information, including:

- City and county population/demographic study
- U.S. Census data, including live birth, age/gender, racial structures
- Land-use data and Parcel data

1.10 Obtain all school floor plans and confirm capacity with principals by phone.

1.11 Obtain historical geocoded district student data.

Deliverables

- Project Kickoff Conference Call
- Final Work Plan and Schedule
- Regular communication and updates
- Inventory of current buildings and sites, including programs, grade configurations and locations.

Task 2.0: EDUCATIONAL REVIEW AND PROGRAMMATIC PRIORITIES

Activities

2.1 Review current program information including school curriculum guides, department plans, facility plans, technology plans, state and federal guidelines/requirements, future program planning, new teaching methods and district initiatives, etc.

2.2 Schedule virtual meetings with appropriate staff to review mission, goals, objectives and programmatic priorities and their impact on:

- 21st Century Model of Education
- Curriculum development
- Instructional program
- Organization of grade levels
- Utilization of facilities
- School attendance zones
- Parental involvement

2.3 Schedule virtual meetings with appropriate staff to review the district's educational program priorities and their impact on facilities. Program priorities could include:

- Basic programs
- Programs to assist disadvantaged students
- Specialty or specialized facilities for programs
- Organization of grade levels
- Instructional and information technology systems

2.4 Meet with the District's IT staff and review district standards for IT infrastructure in schools, including implementation of current technology and trends. Develop IT guide for conducting Technology Readiness assessment.

2.5 Review existing inventory and planning information for use in determining appropriate categories of facilities.

2.6 Using existing data (floor plans, etc.) to populate building and room inventory database. Room inventory to include:

- The current use for each building space
- Educational room count by space-use category

2.7 Meet with district staff and determine student capacity/utilization formula(s).

Deliverables

- Report on programmatic priorities, current and proposed educational programs, and their associated facility implications, to be included in the interim report
- Guidelines for Educational Suitability, included as part of the Educational Suitability Guide
- Guidelines for Technology Assessment, included as part of the Educational Suitability Guide
- Guidelines for Condition and Site Assessment

Task 3.0: FACILITIES CONDITION, SUITABIITY ASSESSMENT AND ONSITE REVIEWS

Activities

3.1 Identify district-owned/leased property and facilities not related to the district's core educational mission.

3.2 Determine appropriate space-use categories to be included in the inventory and review with District staff.

3.3 Review most recent Facilities Deferred Maintenance Assessment, current appraisals, real estate market analysis, building blueprints and other construction documents

3.4 Review existing facility condition data, as available, including inventory information:
- Determine the current number and use of buildings and sites
- Determine the current use for each building space
- Inventory of current site usage including parking spaces, playgrounds, fields, etc.
- Educational room count by space-use categories

3.5 Develop the assessment review schedules in coordination with the district so that there are no dates conflict with any schedules.

3.6 Disseminate scope of the project and define school administrators and facility managers' roles during the site visits.

3.7 Finalize assessment schedule and procedures. The facility assessments review will include:
- Site condition – pavement, drainage, landscaping, athletic facilities, site improvements
- Building Condition
  - Exterior Systems - roofs, walls, window systems, doors
  - Interior Construction - walls, doors, flooring, classroom casework
  - Interior Finishes - flooring, ceiling, wall finishes
  - Health/Fire/Life Safety systems
  - ADA Compliance
  - Heating, Ventilation and Air Conditioning
  - Plumbing
  - Electrical Service and Distribution
  - Fire Suppression
- Educational Suitability and Technology Readiness
  - Learning Environment
  - Safety and Security
  - 21st Century School Facilities
  - Technology Readiness

3.8 Calibrate BASYS© with applicable standards and guidelines.

3.9 Conduct assessment evaluations with established scoring criteria to:
- Review the site condition of the grounds
- Review the building condition of each school
- Review the educational suitability of each school

3.10 Process all assessment results through MGT's quality control process.

3.11 Present draft assessment reports and review virtually with the District Project Team.

3.12 Compile data into tables, charts, and graphs to identify themes that emerge from the data.

Deliverables

- Facility condition reports for each building and site, to be included in the interim report
- Educational suitability reports for each school, to be included in the interim report
- Prepare an inventory database of all District facilities to review and revise for the current school year

Task 4.0: **INTERIM REPORT**

Activities

4.1 Prepare an interim report of the study with methodology, trends, and supporting data.

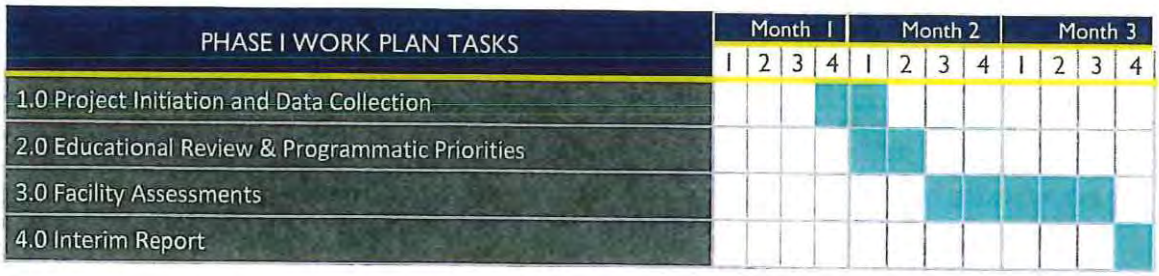
4.2 Submit interim report to Board of Trustees.

Deliverables

- Interim report provided virtually for review
- Final interim report

Phase I Proposed Schedule

MGT's proposed project schedule for our work plan is shown below. During Project Initiation, firm dates for tasks will be discussed and decided upon, based on factors such as district staff availability, testing windows, and other variables.



MGT proposes to complete all the work outlined in the preceding section for the Phase I Facilities Master Plan for **$604,294**. The following table outlines the fees by task as described in our workplan. This is an all-inclusive fee, including both professional fees and travel expenses, and is billed monthly by percent task complete.

	Phase I Milestones and Tasks	Fees
1	Project Initiation and Data Collection	$10,237
2	Educational Review and Programmatic Priorities	$32,042
3	Facilities Condition and Suitability Assessments	$376,261
4	Interim Report	$185,753
	Total Fee	**$604,294**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Agreement with Gallagher Benefit Services, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Gallagher Benefit Services, Inc. who will provide a comprehensive classification and compensation study for 32 broad management job classifications, approximately 135 job descriptions within those broad classifications and approximately 367 positions.

The intent of the classification and compensation study to is ensure classifications are appropriate and to determine if narrowing the scope/classification is a recommendation. The classification study will include incumbents completing questionnaires (Position Description Questionnaires - PDQs), interviews, designing and updating the classification plan, class concepts, class descriptions, and allocating incumbents to the new or updated classification plan as appropriate. The total compensation study consists of data collection, including benefits, and analysis.

Gallagher Benefit Services, Inc. will provide final Classification and Compensation reports and guidelines for implementation, presentations and invoicing of a combined professional and clerical hourly rate which includes expenses.

FINANCIAL SUMMARY: Sufficient funds in the amount of $270,025 are available in the Human Resources budget.

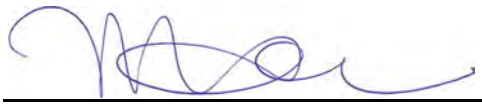
PREPARED BY: Manjit Atwal,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:





FEDERAL FUNDING WILL BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Gallagher Benefit Services, Inc.	2835 Seventh Street, Berkeley, CA 94710
Vendor Name	***Address***
510-658-5633	Georg S. Krammer
Phone Number	***Vendor Contact***
From: 3/9/2023	**Through:** 11/30/2023
Term (Duration)	

FUSD Contract Administrator:

Manjit Atwal	Human Resources	559-457-3501
Name	*Site/ Dept*	*Telephone number*

Budget *(Fund-Unit-Dept.-Activity-Object)* 030-0188-0930-0000-7200-5899

Annual Cost $ 270,025.00 (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:

Vendor will provide comprehensive classification and compensation services for 32 broad management job classifications within the District, with approximately 135 "job descriptions" within those broad classifications and approximately 367 positions. The intent of the classification and compensation study is to ensure classifications are appropriate and to determine if narrowing the scope/classification is a recommendation. The classification study will include incumbents completing questionnaires, interviews, designing and updating the classification plan,class concepts, class descriptions, and allocating incumbents to the new or updated classification plan as appropriate. The total compensation study consists of data collection, including benefits, and analysis. Koff & Associates will provide final Classification and Compensation reports and guidelines for implementation, presentations and invoicing of a combined professional and clerical hourly rate which includes expenses.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 03/08/23 ***Will this contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:** *Signed* 2/23/2023 *Date*

Reviewed & approved by **Risk Management** *Signed* 2/24/2023 *Date*

Reviewed & approved by **Department Head** *Signed* 2/23/2023 *Date*

Please return signed agreement back to (name/email) : Susan Monasterio

Revised 7/26/22

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0188-0930-0000-7200-5899

District Contact Person: Manjit Atwal

Budget Manager Approval: _____

Contractor's Vendor Name: Gallagher Benefit Services, Inc.

Contractor's Contact Person: Georg S. Krammer

Contractor's Title: Managing Director, Compensation and Rewards Consulting

Contractor's Telephone Number: 510-658-5633

Contractor's E-mail: georg_krammer@ajg.com

Contractor's Address: 2835 Seventh Street, Berkeley, CA 94710

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective 3/9/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Gallagher Benefit Services, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

Contractor will provide comprehensive classification and compensation services for 32 broad management job classifications within the District, with approximately 135 "job descriptions" within those broad classifications and approximately 367 positions. The intent of the classification and compensation study is to ensure classifications are appropriate and to determine if narrowing the scope/classification is a recommendation. The classification study will include incumbents completing questionnaires, interviews, designing and updating the classification plan, class concepts, class descriptions, and allocating incumbents to the new or updated classification plan as appropriate. The total compensation study consists of data collection, including benefits, and analysis. Contractor will provide final Classification and Compensation reports and guidelines for implementation, presentations and invoicing of a combined professional and clerical hourly rate which includes expenses.

Estimated timeline: 36 weeks.

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 03/09/2023 , and shall terminate on 11/30/2023 . 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 $ 175.00 per hour , Not to exceed $ 270,025.00. Checks will be made payable to Gallagher Benefit 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

   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): $ 270,025.0

   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 _____ 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.

   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 by obligations of confidentiality as least as protective as that imposed in this Paragraph.

b. 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.

c. 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.

d. 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. However, Contractor may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain confidential as long as it is retained.

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.

14. Indemnification, Hold Harmless and Limitation of Liability. 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 negligent acts, omissions 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.

    d. Contractor's liability to the District and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statue or otherwise, shall be limited to the amount of the total fees dues to contractor from District for the particular Project Assignment giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

15. 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. 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 two (2) 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 two (2) years after completion of work. Self-insured retentions must be declared to the District. The District may require "Contractor" to provide proof of ability to pay

losses, 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 the named insured.

The District shall be named as an additional insured on the Commercial General Liability policy by separate endorsement. A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The Commercial 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.

16. 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.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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: Gallagher Benefit Services, Inc.

Name: Georg S. Krammer

Address:

2835 Seventh Street
Berkeley, CA 94710

c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

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 materialbreach.

27. 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.

28. 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.

29. 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.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executedagreement.

31. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board ofEducation.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

Date

CONTRACTOR

Gallagher Benefit Services, Inc.

Name: Georg S. Krammer
Title: Managing Director, Compensation and Rewards Consulting

2-22-23

Date

Approved As To Form:

Stacey Sandoval, Risk Management Executive Director

2/24/2023

Date

Koff & Associates
A Gallagher Company

January 5, 2022

Classification and Compensation Study Cost Proposal

Fresno Unified School District

KOFF & ASSOCIATES, A GALLAGHER COMPANY

GEORG S. KRAMMER
Managing Director, Compensation and Rewards Consulting

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

georg_krammer@ajg.com
Tel: 510.658.5633
Fax: 510.652.5633

Koff & Associates
Human Resources and Recruiting since 1984

January 5, 2022

Mr. David Chavez
Chief of Human Resources
2309 Tulare Street
Fresno, CA 93721

Dear Mr. Chavez:

Thank you for the opportunity to provide a cost quote for a **Classification and Compensation Study** for the **Fresno Unified School District** ("District") for 32 broad job classifications, approximately 135 "job descriptions" within those broad classifications (per the District's website), and 367 positions. We are most interested in assisting the District with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, special districts, joint-powers associations, and other public agencies.

Koff & Associates, now a Gallagher company, is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for 39 years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our firm's extra effort has resulted in close to *100% implementation* of all of our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Koff & Associates, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Berkeley address and the phone number listed on the cover page. My email is **georg_krammer@ajg.com**.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the **Fresno Unified School District**.

Sincerely,



Georg S. Krammer
Managing Director, Compensation and Rewards Consulting

TIME REQUIREMENTS

Our professional experience is that classification and compensation studies of this scope and for this size organization take approximately eight to nine months to complete, allowing for adequate PDQ completion, interview time, classification description review and/or development, compensation data collection and analysis, review steps by the District, the development of final reports, any appeals, and presentations.

Due to the unprecedented demand on our services, we are currently experiencing an unusually high volume of projects. Therefore, and if the District is able to be flexible, we propose commencing the project in March 2023 and anticipate completion by November 2023, assuming a contract is executed within 2 months of the submittal date of our proposal.

The following is a suggested timeline (which can be modified based on the District's needs):

Deliverables	Classification Study	Completion by:
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	Week 1
B.	Orientation Meetings with Employees and Distribution of PDQ	Week 2
C.	PDQ Completion and Review	Week 8
D.	Employee/Supervisory/Management Interviews	Week 11
E.	Classification Concept/Preliminary Allocation Development	Week 14
F.	Draft Class Description Development/Update	Week 22
G.	Draft Class Description Review and Employee Feedback Process	Week 26
H.	Finalize Classification Plan/Draft Interim Report/Final Report	Week 28
Deliverables	**Total Compensation Survey**	**Completion by:**
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 8
B.	Data from Comparators and Preliminary Analysis of Data	Week 30
C.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 33
D.	Analysis of Internal Relationships and Alignment	Week 34
E.	Compensation Structure and Implementation Plan	Week 35
F.	Final Report and Guidelines for Implementation	Week 36
G.	Formal Appeals Process *	As Needed
H.	Final Presentation	As Scheduled

COST PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with the employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, employee review and feedback processes, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

In fact, our firm has only had a handful of formal appeals to any of our studies in our 39 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. The result was a divided organization with hostility and animosity between employees/employee representation and management. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and all-inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our success rate is also attributable to the fact that we have 39 years of experience working with employees of all types of backgrounds, educational levels, and work experiences, and we are accustomed to successfully communicating with and educating them throughout the process. It is imperative that all employees eventually buy into the study results and recommendations, whether they have been through a process like this before or whether this is the first time for them.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns, were available for discussion, and able to provide documentation and data to support our recommendations. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

Over the last few years, K&A and all of our clients have become accustomed to conducting our organizational, classification, and compensation studies virtually. From that experience, we have learned that studies can be conducted successfully by using virtual technologies and performing the work remotely. We have also learned that this represents a significant cost savings for our clients, both in terms of consultant travel time and travel expenses, as well as less disruption and reduced non-productivity for the client's workforce. We have several technological solutions that can easily facilitate the entire process (see proposal narrative above). Conducting meetings and orientations virtually means that the client's employees do not have to spend time traveling from one location to another and will not be pulled away from their workstations for lengthy periods of time. They can simply click on a link or call in from a phone to participate. This approach also represents significantly less logistical planning on part of the client in order to reserve meeting rooms and making space available for large employee groups, as well as multiple consultants coming onsite to conduct interviews within a condensed period of time. Conducting orientations and interviews virtually provides us with much more flexibility in scheduling and accommodating multiple different shifts and schedules among a large workforce.

In addition, K&A strives to be as "green" an organization as possible and we are certainly concerned about our carbon footprint. We find that multiple trips to client sites that can sometimes involve multiple consultants flying on planes and/or driving cars, is not as environmentally conscious as we would like to be. Considering the effectiveness of virtual meetings, especially when meetings are only one hour or one-and-a-half hours at a time, onsite travel does appear to create a larger footprint than necessary. This can especially be true for final presentations to leadership teams and governing bodies that are often less than 60, or even 30, minutes long.

For purposes of this cost proposal, we are assuming that all meetings and presentations will be conducted virtually/remotely and no onsite travel to District offices will occur. Should the District desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

The cost proposal below includes two options depending on scope of work to provide the District with a cost comparison based on the number of classifications, number of employees, and number of comparator agencies surveyed for the compensation study. Of course, the District may select any combination thereof and we are open to negotiating another option if it better serves the District. We hope to be able to negotiate a scope of work and cost option that best serves the District's needs.

Deliver-ables	**Phase I: Classification Study** 32 Broad Classifications, Approximately 135 "Job Descriptions", 367 Employees	Option 1: Hours	Option 2: Hours
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	16	16
B.	Orientation Meetings with Employees and Distribution of PDQ	24	24
C.	Collection and Review of PDQs *We base our scope of work and cost proposal on the approximately 135 "jobs" or areas of focus within the District's current very broad classification structure; while we anticipate receiving some group PDQs from employees whose work is the same or very similar, we assume that many employees in the studied group will opt to submit an individual PDQ.* ***Option 1:*** *Assumes 1 individual or group PDQ for each of the 135 classifications plus 40% of employees submitting individual PDQs (for a total of approximately 285 PDQs)* ***Option 2:*** *Assumes 1 individual or group PDQ for each of the 135 classifications plus 60% of employees submitting individual PDQs (for a total of approximately 355 PDQs)*	95	120
D.	Interviews with Employees, Supervisors, and Management ***Option 1:*** *Assumes 1 individual or group interview for each of the 135 classifications plus 40% of employees requesting individual interviews (for a total of approximately 285 interviews)* ***Option 2:*** *Assumes 1 individual or group interview for each of the 135 classifications plus 60% of employees requesting individual interviews (for a total of approximately 355 interviews)*	190	240
E.	Classification Concept, Classification Plan & Position Allocation	150	150
F.	Draft Class Description Development (includes the actual number of class descriptions that we assume will need to be	340	375

	developed/updated – this does not include writing additional class specifications for the 32 broad classifications, which will be included and defined in Deliverable E as part of the classification plan and concepts) ***Option 1:*** *Assumes that approximately 135 class/job descriptions will need to be developed/updated* ***Option 2:*** *Assumes that the current classification structure will be further narrowed and up to 150 class/job descriptions will need to be developed/updated*		
G.	Facilitation of Draft Class Description Review and Employee Feedback Process *Assumes that approximately 30% of employees will request a class spec revision, and approximately 15% of employees will request an allocation review. K&A reserves the right to reevaluate the budget costing once the full scope of the review process is known*	100	110
H.	Classification Plan and Draft of Interim Report and Final Report	16	20
	Total Professional Hours – Classification	**931**	**1055**
	Combined professional and clerical composite rate: **$175/Hour**	**$162,925**	**$184,625**
Deliverables	**PHASE II: Total Compensation Study**	**Option 1: Hours**	**Option 2: Hours**
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	20	20
B.	Data from Comparators and Preliminary Analysis of Data ***Option 1:*** *up to 68 benchmarks (assuming up to 135 classifications will be developed in Phase I, approx. 50% of those classes); 10 comparators; and total compensation (salaries plus benefits)* ***Option 2:*** *up to 82 benchmarks (assuming up to 150 classifications will be developed in Phase I, approx. 55% of those classes); 12 comparators; and total compensation (salaries plus benefits)*	220	320
C.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	40	52
D.	Analysis of Internal Relationships and Alignment	24	24
E.	Compensation Structure and Implementation Plan	24	24
F.	Final Report and Guidelines for Implementation	20	24
G.	Formal Appeals Process *	0	0
H.	Final Presentation	8	8
	Anticipated hours for additional unscheduled meetings and phone calls	12	16
	Total Professional Hours – Compensation	**368**	**488**
	Combined professional and clerical composite rate: **$175/Hour**	**$64,400**	**$85,400**
	Expenses are **included** in the composite hourly rate:	**N/A**	**N/A**
	Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, etc.		
	TOTAL PROJECT COST NOT TO EXCEED:	**$227,325**	**$270,025**
	**Additional consulting will be honored at composite rate ($175/hr)*		

Our cost proposal does not include time to support the District during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

CONTRACTUAL CONSIDERATIONS

We will be pleased to sign the District's professional services agreement for a Classification and Compensation Study. We respectfully request that the District will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the District's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

It is our practice to provide the coverage below in lieu of the District contract insurance language. We therefore propose to replace the insurance language in the RFP's sample agreement with coverage language provided by Gallagher as follows (we attach our Memorandum of Insurance for your review as well):

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than $2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of $1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than $10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than $5,000,000 per claim, or $10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than $2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than $1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

ARTHUR J. GALLAGHER & CO.
MEMORANDUM OF INSURANCE

This Memorandum of Insurance ("Memorandum") is produced as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of the Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Copyright 2005, Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher"). Gallagher grants permission to you to view, copy, print and distribute the information found on the Memorandum website ("Site") provided that the above copyright notice appears on all copies, that use is internal to you or for personal noncommercial informational purposes only, and that no modification is made to any materials. Any modification, use, reproduction or distribution of this Memorandum, the Site or its contents must be first approved by Gallagher in writing. You will not suffer or permit any unauthorized use of any Gallagher trademark, service mark or logo. This Memorandum, the Site and its contents, including but not limited to text, graphics, images, software, copyrights, trademarks, service marks, logos, and brand names ("Content"), are protected under both United States and foreign laws, and Gallagher or its affiliated entities retain all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. The information contained herein is as the date referred to above. Gallagher shall be under no obligation to update such information.

DATE: 10/4/2022

INSURED:
Arthur J. Gallagher & Co. and its subsidiaries
2850 West Golf Road
Rolling Meadows, IL 60008

Insurance Companies
A: ARCH INSURANCE COMPANY
B: THE CONTINENTAL INSURANCE COMPANY
C: XL INSURANCE AMERICA, INC
D: FEDERAL INSURANCE COMPANY
E: LEXINGTON INS. COMPANY
F: XL SPECIALTY INS. COMPANY
G. ILLNOIS NATIONAL INSURANCE COMPANY
H. INDIAN HARBOR INSURANCE COMPANY

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 Memorandum 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.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS (In USD unless otherwise indicated)	
A	**Commercial General Liability** Occurrence Per location Aggregate	41GPP4938415	10/01/22	10/01/23	General Aggregate	4,000,000
					Products - Comp/Op Agg	4,000,000
					Personal and ADV Injury	2,000,000
					Each Occurrence	2,000,000
					Damage to Rented Premises (Each occurrence)	1,000,000
A	**Automobile Liability** Any Auto	41CAB4939015 41CAB4938315	10/01/22	10/01/23	Combined Single Limit	5,000,000
					Bodily Injury (per person)	
					Bodily Injury (per accident)	
B	**Excess/Umbrella Liability** Retention: $10,000	7034611269	10/01/22	10/01/23	Each Occurrence	25,000,000
					Aggregate	25,000,000
A	**Workers Compensation and Employers Liability**	41WCI4938115	10/01/22	10/01/23	Workers Comp Limits	Statutory
					EL Each Accident	1,000,000
					EL Disease - Each Employee	1,000,000
					EL Disease – Policy Limit	1,000,000
C	**Property**	US00112916PR22A	10/01/22	10/01/23	Blanket Bldg. & PP	10,000,000
D	**Crime/Fidelity Bond** (Employee Dishonesty)	J06039418	09/01/22	09/29/23	Single Loss Limit	15,000,000
E	**Errors & Omissions** (Primary Policy)	015466449	10/01/22	10/01/23	Per Claim and Aggregate	12,000,000
F	**Errors & Omissions** (Excess Policy)	ELU163265-22	10/01/22	10/1/23	Per Claim and Aggregate	10,000,000
G	**Errors & Omissions** (Excess Policy)	FI0121922	10/01/22	10/01/23	Per Claim and Aggregate	15,000,000
H	**Cyber Liability**	MTP903416504	05/01/22	05/01/23	Limit of Liability	10,000,000

Description of Operations / Other Information: See ADDITIONAL INFORMATION on the following page.
This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

ARTHUR J. GALLAGHER & CO.
MEMORANDUM OF INSURANCE

ADDITIONAL INFORMATION

As respects GENERAL LIABILITY POLICY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES *
Endorsement Form # CG 20 11 04 13 modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
1. Designation of Premises (Part Leased to You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
2. Name of Person or Organization (Additional Insured): ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU.
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only where required by written contract.

As respects PROPERTY
This policy insures against “All Risks” of physical loss or damage, except as excluded, to covered property while on Described Premises, provided such physical loss or damage occurs during the term of this policy. Coverage is subject to policy deductibles, terms, conditions and exclusions. Loss Payable clause included for whom Insured has agreed to per written contract.

IMPORTANT NOTICE

***All other Additional Insureds requests requires Legal approval and issuance of a Certificate of Insurance.**

***For special requests, such as a *WET SIGNATURE*, please contact the appropriate team: P&C – Doreen Morris or Therese Scamardo; E&O – Helen Ponce de Leon or Mari Maceri; Cyber – Jeremy Gillespie or Ariel Magrini.**

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

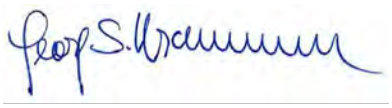
Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for 90 days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California



Georg S. Krammer **January 5, 2022**
Managing Director, Compensation and Rewards Consulting

Koff & Associates
A Gallagher Company

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Purchase and Sale Agreement and Escrow Instructions for Property Located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is the Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street. The purchase is of an existing 4-story office building (approx. 50,085 sq. ft.) and adjacent parking lot (approx. 10,890 sq.ft.). The Agreement is the result of many months of negotiations with the sellers, the John S. Foggy Trust and the Ellis Family Partnership III. The sale price of $8,558,109 includes the purchase of the land, building, and over $700,000 in site and building improvements that have been negotiated and will be installed by the seller so that the building will be ready for District uses and occupancy when escrow closes. Escrow is projected to close within 90 days after the Purchase Agreement is signed. The District's share of escrow and closing costs are estimated to be less than $10,000. Prior to finalizing the purchase price, the District retained the services of a certified MAI appraiser who appraised the property and the purchase price is well within the appraised price .The District will utilize the building as follows:

The Department of Prevention and Intervention: Attendance and SARB, Behavioral Intervention/Student Discipline/Restorative Practices, Climate and Culture, Mentoring Services, Project ACCESS, Social Emotional Wellness, and Home and Hospital Instruction.

Transfers Office: School Choice, Incoming or Outgoing interdistrict, Magnet, Dual Immersion, and transfer revocations.

GATE Program: Supports staff and students coordinate admission to GATE schools. This involves qualification, testing, and a lottery enrollment process for the programs at Manchester and Yokomi Elementary Schools.

FINANCIAL SUMMARY: Sufficient funds in the amount of $8,558,109 are available in the General Fund. and will be needed to purchase the property and close escrow.

PREPARED BY: Alex Belanger,
Chief Executive

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

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

DEPUTY SUPERINTENDENT APPROVAL:

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

John S. Foggy Trust and Ellis Family Partnerships III	7502 N. Colonial Street Suite 101
Vendor Name	***Address***
559-285-3355	Robert Ellis
Phone Number	***Vendor Contact***
From: February 22, 2023	**Through:** February 22, 2023
Term (Duration)	
FUSD Contract Administrator: Alex Belanger	Operational Services 559-283-2622
Name	*Site/ Dept* *Telephone number*
Budget *(Fund-Unit-Dept.-Activity-Object)*	8,558,109.00
Annual Cost	Please choose an option

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:

For the purchase of one commercial office building located at 2011 Fresno Street and 1212 Fulton. FUSD will deposit $100,000.00 on or before the 15 day following the Effective Date of the Agreement.

Date Item is to appear on Board of Education Agenda: 02/22/23 ***Agenda Item #*** ***(Contracts of $15,000.00 or more)***

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

Signed 01/23/23 *Date*

Reviewed & approved by Executive Director, Risk Management:

Signed 1/24/23 *Date*

Please return signed contract to:
Alex Belanger
Name

Facilities Department
Department

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
(Fidelity National Title Company Escrow No. _____)

DATED: FEBRUARY 22, 2023

PARTIES: (1) **FRESNO UNIFIED SCHOOL DISTRICT (FUSD)** and/or their Assignee (hereinafter collectively referred to as "Buyer"); and

(2) **JOHN S. FOGGY TRUST (75%) AND ELLIS FAMILY PARTNERSHIP III (25%)** (hereinafter collectively referred to as "Seller").

RECITALS:

This *Purchase and Sale Agreement and Escrow Instructions* (Agreement) is made with respect to the following facts:

A. **Seller is the owner of commercial property which is located at 2011 FRESNO STREET, AKA 1212 FULTON AND 2015 FRESNO STREET, Fresno, California 93721 (Fresno County Assessor's Parcel Number 466-154-11 and 466-154-31), which is more particularly described in Exhibit A attached hereto.**

B. **The real property and improvements thereon consist of one approximately 50,085+- square foot four-story office building on approximately 10,890 square foot lot (1212 FULTON, Fresno, CA.; APN 466-154-11), and one approximately 11,326 square foot adjacent parking lot (2015 FRESNO STREET, Fresno, CA; APN 466-154-31).**

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property (as hereinafter defined in Article 1) on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1.1 **Land.** The property described in Exhibit A hereto.

1.1.2 **Appurtenances.** All rights, privileges and easements appurtenant to the Property, and all rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the "Appurtenances").

1.1.3 **Improvements**. All existing buildings improvements located on the Property, including, without limitation the commercial building; and if attached to the Property on the date of this Agreement, lighting, heating, plumbing, ventilating and air condition fixtures, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls, including all items listed in Exhibit "B" under the Scope of Work (all of which are collectively referred to as the Improvements).

1.1.4 **Personal Property**. No personal property is being sold or transferred hereunder.

1.2 **PROPERTY DEFINED**. All of the items described in Sub-Sections 1.1.1, 1.1.2, 1.1.3 and 1.1.4 are hereinafter collectively referred to as the Property.

1.3 **ESCROW HOLDER**. Escrow Holder shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.4 **ESCROW OPENING**. Escrow Opening shall be within three (3) days following execution of this Agreement by the Seller and Buyer.

1.5 **ESCROW COMPANY**. Escrow Company shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.6 **TITLE COMPANY**. Title Company shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.7 **EFFECTIVE DATE**. The Effective Date of this Agreement and other similar references herein shall mean and refer to the date on which this Agreement has been fully executed, initialed, if applicable, and dated by both Seller and Buyer.

ARTICLE 2
PURCHASE PRICE

2.1 **PURCHASE PRICE**. The purchase price (the Purchase Price) for the Property shall be Eight Million Five Hundred Fifty-Eight Thousand One Hundred Nine Dollars ($8,558,109.00).

2.2 **PAYMENT OF PURCHASE PRICE**. The Purchase Price shall be paid as follows:

2.2.1 On the Closing date, the entire Purchase Price of Eight Million Five Hundred Fifty-Eight Thousand One Hundred Nine Dollars ($8,558,109.00) shall be paid to Seller in cash. This sale price includes a reimbursement to the Seller of Seven Hundred Two Thousand One Hundred Nine Dollars and Thirty-Four Cents ($702,109.34) for repairs and modifications to the Property before the close of escrow, as shown on Exhibit "B".

2.3 **DEPOSIT**. Buyer shall, on or before the fifteenth (15th) day following the Effective Date of this Agreement, make an initial deposit in the amount of One Hundred Thousand Dollars ($100,000.00), to be credited against the Purchase Price at close of escrow, with the Escrow Holder upon signing of this Agreement.

ARTICLE 3
TITLE TO REAL PROPERTY

3.1 **TITLE TO REAL PROPERTY**. A Title Order shall be opened at the same date of Escrow Opening, and the Title Company shall prepare and deliver to Buyer and Seller, a Preliminary Title Report within twenty (20) days following the Effective Date herein, covering the real property portion of the Property, together with copies of each document shown therein as an exception to title (the Exceptions). The purchase and sale of the Property is conditioned upon Buyers' approval of said report as provided in Section 4.1.2 below. At the Closing, Seller shall convey the following to Buyer:

3.1.1 **Real Property Transfer and Title**. Fee simple title to the Real Property identified in Exhibit A hereto shall be transferred by execution and delivery of a Grant Deed. On the Closing date, Buyer shall receive from the Title Company a ALTA General Policy of Title Insurance with liability in the full amount of the Purchase Price set forth in Section 2.1 herein, issued by Fidelity National Title Company, subject only to (i) real property taxes and assessment liens not yet due and payable; and (ii) covenants, conditions, restrictions, easements, and rights of way of record approved by Buyer.

ARTICLE 4
CONDITIONS TO CLOSING

4.1 **BUYERS CONDITIONS**. Buyers' obligation to purchase the Property under this Agreement is subject to the fulfillment prior to the Closing of each of the following conditions, within sixty (60) days of Effective Date herein each of which is for the benefit of Buyer and any or all of which may be waived by Buyer in writing at Buyers' option. In the event that any of the following conditions are not met or waived, Escrow Holder shall return the Deposit to Buyer upon cancellation of escrow.

4.1.1 **A. All Purchase Agreement and related California Environmental Quality Act Approvals by Fresno Unified School District Board of Trustees.**

B. Seller's completion of the repairs and corrections listed on Exhibit "B," before the close of escrow, to Buyer's satisfaction.

C. FUSD's review and approval of the current Subway Lease and securing an estoppel certification from that tenant.

D. Lease termination move-out by the current tenant (Fresno County).

E. Other standard seller disclosures.

F. Fresno County Standard closing conditions pertaining to the allocation of title costs, title Insurance, closing costs, charges, commissions (by Seller), & taxes.

4.1.2 **Approval of Title**. Buyers written approval of the Preliminary Title Report within fifteen (15) days of its receipt of said report and copies of the Exceptions. Buyer shall acquire title subject to all covenants, conditions, restrictions, easements and exceptions of record (title exceptions) shown on the Preliminary Title Report, provided that Buyer may object to a title exception, after which Seller shall have ten (10) business days to give Buyer notice; (i) that Seller will remove such objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller, after having made a reasonable effort to remove such exceptions from title, elects not to cause such exceptions to be

removed. If Seller gives Buyer notice that particular exception(s) cannot be reasonably removed, then Buyer shall have ten (10) business days to notify Seller of Buyers' election to proceed with the purchase of and take Property subject to such exceptions but otherwise pursuant to the terms of this Agreement, or to terminate this Agreement.

4.1.3 **Real Property Tax and Special Tax District**. Buyer shall have twenty (20) days after the Effective Date to investigate the Property's real property tax, assessments, and special taxing district obligation.

4.1.4 **Inspection Period.** Buyer shall have Five (5) days from the date of Escrow Opening to determine the suitability of the Property for Buyers intended use (the Inspection Period). The Inspection Period shall commence on the day on which the escrow is opened and shall expire at 5:00 p.m. on the Fifth day following the Effective Date of this Agreement. During this period, Buyer shall, at Buyers option and expense with no right of reimbursement whatsoever from Seller, conduct any environmental studies and or any soil, plant, and/or water sampling, tests, or surveys of the Property, or any other tests or surveys which Buyer deems advisable. Buyer agrees to indemnify, defend and hold Seller harmless from any cost, expense, obligation, or other liability, (including, without limitation, attorneys fees) caused by entry upon the Property by Buyer, its employees, agents, representatives or contractors during Buyers Inspection Period. At any time prior to expiration of the Inspection Period, Buyer may, by written notice to Seller, terminate this Agreement and escrow shall be canceled, with Buyers Deposit being returned and paid to Buyer.

4.1.5 **Accuracy of Representations**. All of Sellers material representations and warranties contained in or made pursuant to this Agreement, to the best of their knowledge, shall have been true and correct when made and shall be true and correct as of the Closing, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

ARTICLE 5
CLOSING AND ESCROW

5.1 **DEPOSIT WITH ESCROW HOLDER AND ESCROW INSTRUCTIONS**. Within three (3) business days of the parties hereto execution of this Agreement the parties hereto shall deposit an executed counterpart of this Agreement along with the Deposit with Escrow Holder, and an executed counterpart of this Agreement to Title Company, and this Agreement shall serve as the instructions to Escrow Holder and to the Title Company for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder and the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless the escrow instructions specifically provide that this Agreement is modified.

5.1.1 **CLOSING**.

5.2.1 **Location and Date**. The Closing hereunder (the Closing) shall be held at the offices of FIDELITY NATIONAL TITLE COMPANY at 7475 North Palm Avenue, Suite 107, Fresno, California 93711. The execution and exchange of documents shall take place at the Closing on or before sixty (60) days following the Effective Date (Closing Date), subject to the recording of documents and disbursement of funds by Escrow Holder. All documents shall be deemed delivered

on the date the Deed is recorded.

5.2.2 **Delayed Closing**. In the event the Closing does not occur on or before the Closing Date, escrow may close after the Closing Date so long as either party has not executed and delivered a written notice of termination to Escrow Holder; provided such notice may not be given until five (5) days after the Closing Date. Upon receipt of a notice of termination, Escrow Holder shall return to the depositor thereof items which may have been deposited thereunder.

5.3 **DELIVERY BY SELLER TO ESCROW HOLDER.** Prior to the Closing Date, Seller shall deliver the following documents to Escrow Holder.

5.3.1 **Deed**. A deed conveying title to the Property, as set forth in Section 3.1.1 of this Agreement.

Said documents, as applicable, shall be duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 **DELIVERY BY BUYER TO ESCROW HOLDER**. Prior to the Closing, Buyer shall cause the following to be delivered to the Escrow Holder:

5.4.1 **Deposit**. The Purchase Price will be credited with the amount of Buyers Deposit.

5.4.2 **Balance**. The balance of the Purchase Price shall be deposited in cash in the form of a cashier's check payable to FIDELITY NATIONAL TITLE COMPANY by Buyer prior to close of escrow.

5.5 **OTHER INSTRUMENTS**. Seller and Buyer shall each deliver such other instruments and cash as is reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.6 **CLOSE OF ESCROW**. Provided that Escrow Holder has received the documents, instruments and funds described in Article 5 hereof, that Escrow Holder has not received written notice from either Buyer or Seller that any of the conditions to Closing set forth in Article 4 have not been satisfied or waived, or that any of the representations and warranties made by either Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1.1 hereof, Escrow Holder is authorized and instructed on the Closing Date to:

5.6.1 **Deed**. Record the deed with the Fresno County Recorder.

5.6.2 **Net Proceeds**. Deliver the net proceeds from escrow to Seller, subject to any retentions, as described in Exhibit "B".

5.7 **PRORATIONS AND APPORTIONMENTS**.

5.7.1 **Property Taxes**. All non-delinquent property taxes and current rents of the Property shall be prorated as of Closing Date.

5.7.2 **Costs and Expenses**. Seller shall pay the premium for the Title Policy, and the cost of any documentary or other transfer taxes applicable to the sale. Except as provided in Exhibit "B," Buyer shall pay the cost of any due diligence reports completed & any assessment report, and any title endorsements. Buyer and Seller shall share equally all other costs and charges of the escrow for the sale, as normal in County of Fresno.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 **WARRANTIES AND REPRESENTATIONS OF SELLER**. As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1.1 **Authority of Seller**. Sellers are legal entities, authorized to do business in the State of California and with full authority to enter into this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

6.1.2 **Laws and Regulations**. To the best of Seller's knowledge, there are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, nor has Seller received notice of any special proceedings affecting the Property. To the best of Seller's knowledge, the Property complies with all environmental laws and regulations including laws and regulations relating to hazardous materials and hazardous substances, and there are no known underground fuel storage tanks located on the Property.

6.2 **Seller's Disclosure**: Seller hereby discloses, and Buyer hereby acknowledges that Robert Ellis is a licensed real estate broker in the State of California and a principal in this transaction.

6.3 **SURVIVAL**. The representations and warranties of Seller contained herein shall survive the Closing Date.

6.4 **DISCLAIMER "AS IS"**. Except as specifically provided in this Article 6, Buyer is purchasing the Property in its as is condition. Buyer acknowledges that Seller makes no representations or warranties as to the condition of the improvements and fixtures.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 **REPRESENTATIONS AND WARRANTIES OF BUYER**. Buyer hereby represents and warrants to Seller as follows:

7.1.1 **Authority of Buyer.** Buyers have full authority to enter into this Agreement. This Agreement, and all documents executed by Buyer which are to be delivered to Seller at the Closing, are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer.

7.1.2 **Litigation.** There is no litigation pending or, to Buyers' knowledge threatened against Buyer or any basis there for before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer that would affect closing escrow on this purchase.

7.1.3 **Financial Condition.** Buyer has adequate financial resources to pay the Purchase Price as specified herein, and to perform all of their obligations hereunder.

ARTICLE 8
MISCELLANEOUS

8.1 **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

IF TO SELLER:

John S. Foggy Trust
6556 Lonetree Blvd., #200
Rocklin, CA 95765
jf@rocklin65.net

Ellis Family Partnership III
c/o Robert Ellis
7502 N. Colonial Street suite 101
Fresno, Ca 93711
rellis@reli1.com

IF TO BUYER:

Patrick Jensen
Interim Chief Financial Officer
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
Patrick.Jensen@fresnounified.org

Alex Belanger
Chief Executive, Operational Services
Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722
William.Belanger@fresnounified.org

Paul Idsvoog
Chief Operations and Classified Labor Management Officer
Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722
Paul.Idsvoog@fresnounified.org

Dale E. Bacigalupi, Legal Counsel
Lozano Smith
7404 N. Spalding Ave
Fresno, CA 93720
dbacigalupi@Lozanosmith.com

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

9.1 **NO BROKERS OR FINDERS.** Each party represents and warrants that neither has engaged a broker, finder or other person to represent such party in this transaction who would be entitled to a brokerage fee, finder's fee, commission or other similar compensation in connection herewith other than Robert Ellis Leasing and Investment, Inc., herein referred to as Broker. The commission agreement executed between Seller and Broker will be provided to escrow in a separate document prior to close of escrow.

In the event of a claim for a brokerage fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this section shall survive the Closing.

9.2 **TAX FREE EXCHANGE.** Either Buyer and/or Seller may elect to handle this transaction so as to qualify for the tax deferred benefits under the Internal Revenue Code, Section 1031, as amended. Either party shall have the right to make such election at any time before the date of closing and delivery of deeds. If either/both party(ies) makes such an election, the other agrees and promises to accommodate the electing party by taking any and all reasonable steps necessary to assure that the exchange will qualify under Section 1031. No party shall incur any additional costs, expenses, fees or liabilities on account of the other party's election hereunder. This Agreement is not conditioned upon the ability of any party to qualify for Section 1031 tax-

deferred treatment, except to the extent each party promises to cooperate to effect such treatment.

9.3 **LIQUIDATED DAMAGES. IF BUYER IS IN DEFAULT, THEN ALL PAYMENTS AND THINGS OF VALUE RECEIVED BY SELLER ON DEPOSIT BY BUYER INTO ESCROW SHALL BE FORFEITED BY BUYER AND RETAINED ON BEHALF OF SELLER, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL OBLIGATIONS HEREUNDER. IT IS AGREED THAT SUCH PAYMENTS AND THINGS OF VALUE ARE LIQUIDATED DAMAGES AND BELOW ARE SELLERS SOLE AND ONLY REMEDY FOR BUYERS' FAILURE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES.**

Seller's Initials: _____ _____ Buyer's Initials: _____ _____

9.4 **SUCCESSORS AND ASSIGNS**. This Agreement may not be assigned by Buyer without the written approval of Seller, subject to the following limitation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.

9.5 **AMENDMENTS**. This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

9.6 **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS**. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Closing date, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

9.7 **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.8 **MERGER OF PRIOR AGREEMENTS**. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.9 **ATTORNEYS FEES**. In the event of dispute arising from or out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

9.10 **TIME OF THE ESSENCE**. Time is of the essence of this Agreement.

9.11 **FACSIMILE SIGNATURES**. Facsimile signatures shall have the same force and effect as original signatures.

9.12 **COUNTERPARTS**. This Agreement may be executed in counterparts and as executed shall constitute one and the same agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"Buyer"

Fresno Unified School District

By: _____
Patrick Jensen, Interim Chief Financial Officer

Date: _____

APPROVED AS TO FORM
1/24/23

"Seller"

John S. Foggy Trust

By: _____
John S. Foggy

Date: 1/20/2023

Ellis Family Partnership III

By: _____
Robert E. Ellis

Dated: 1/20/23

J:\wdocs\00785\625\AGT\01016575.DOCX

EXHIBIT A
Legal Description

Real property located in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

For APN/Parcel ID(s): 466-154-11 and 466-154-31

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

The Southwesterly 76.5 feet of Lots 17 through 22, inclusive, in Block 85 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 at Page 2 of Plats, records of said County.

Excepting therefrom the Northeasterly 15 feet of the Northwesterly 37 feet thereof;

PARCEL 2:

Lots 17 through 22, inclusive, in Block 85 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 Page 2 of Plats, Fresno County Records.
Excepting from Lots 17 through 20 and the Southeasterly 13 feet of Lot 21, the Southwesterly 76.5 feet.
Also excepting from Lot 22 a□d the Northwesterly 12 feet of Lot 21, the Southwesterly 61.5 feet.

Exhibit "B"

	Scope of Work	Seller's Cost S/T Buyer Reimbursement	Seller's Sole Cost w/o Reimbursement
1	Replace Fire system	$94,582.00	$44,438.00
2	Fix fire pump leak		$2,530.00
3	Perform the five-year sprinkler system test		$3,750.00
4	Confirm the elevators compliance with the Fresno fire department		$4,250.00
5	Repair existing electrical wiring with systems check by a licensed electrician		$6,450.00
6	Demo, Cham Construction	$20,300.00	
7	Adjust and add fire sprinkler to accommodate new walls and doors	$2,980.00	
8	Provide electrical adjustment for removal and replace walls	$15,980.00	
9	Remove interior window blinds facing atrium		$2,500.00
10	Repair or replace all building window blinds as needed		$7,545.00
11	Repair or replace as needed all broken and non-functioning exterior door hinges		$1,790.00
12	Replace Store Front door and glass panels in accordance with champ proposal on page 2	$43,855.00	
13	Replace solar guard film on 32 windows	$5,915.00	
14	Repair, replace and patch back walls and ceilings due to selective demolition	$14,100.00	
15	Demo and replace basement doors, door frames and hardware so that it can accommodate a pallet jack, door on Fresno Street will need to be replaced with a door that can accommodate a pallet	$19,686.00	
16	Remove pallets and debris from basement		$1,500.00
17	Clean basement thoroughly including the spalling brick areas		$5,150.00
18	Remove all decommissioned non operable mechanical equipment including the abandoned air handler and various equipment parts		$7,800.00
19	Repair spalling brick walls in basement		$7,500.00
20	Remove all file cabinets from premises as directed by FUSD		$1,750.00
21	Engineer review of seismic retrofit compliance by licensed engineer, Brooks Ransom Condition Assessment		$4,200.00

	Scope of Work	Seller's Cost S/T Buyer Reimbursement	Seller's Sole Cost w/o Reimbursement
22	Drywall	$10,750.00	
23	Replace all floor covering in the remodel areas	$11,100.00	
24	Clean and repair or replace carpets as needed		$12,500.00
25	Remove Construction Trash and Debris	$3,300.00	
26	Lease portable restrooms	$900.00	
27	Roof inspection by profession roofing contractor and repair in accordance with the report		$8,750.00
28	Donate Cubicles		$350,000.00
29	Replace the building switch gear	$215,000.00	
30	Provide building HVAC control panel and connect to the building EMS system	$6,956.00	
31	Upgrade existing duct work system to handle MERV 13 filtration and return duct work		$3,585.00
32	Replace the chilled water hydronic circuit and buffer tank added; and installation of VFD for pumps and re-evaluate the GMP and upgrade pumps	$127,562.00	
33	Repair the Fresh, outside ventilation of HVAC system		$29,832.00
34	Install damper actuators on the return air, outside air and building relief	$10,340.00	
35	Utilize CO2 control in occupied area and install CO2 sensor		$12,565.00
36	Identify service of the satellite DX cooling system and integrate it to a building pressure logic PID generator	$25,261.00	
37	Installs exterior buildings signage from FUSD choice of the attached Proposals		$65,000.00
38	Patch and Repaint interior walls as requested		$41,117.90
39	Replace the perimeter windows tinting		$7,529.80
40		$628,567.00	$632,032.70
41	Construction Management Fee	$73,542.34	$
42	Final Cost	$702,109.34	$632,032.70

All items on the Scope of Work shall be completed by the Seller before the close of escrow. All items in the Scope of Work shall be subject to a one (1) year warranty for materials and workmanship by the Seller. The warranty period begins on the Close of Escrow, except for any items completed or installed after the Close of Escrow and, as to those items, the warranty period begins on the date of acceptance by the Buyer. In the event all items are not completed before the close of escrow, and subject to Buyers approval, Seller shall use its best efforts to complete such items within 90 days after the close of escrow, provided that: (1) Seller shall insure that its

contractors pay prevailing wages to all workers on the Property in accordance with Labor Code Section 1771, et seq.; and (2) the costs associated with incomplete items, as set forth above, shall not be released at the closing but shall be retained in escrow by the Title Company and not disbursed to the Seller until completion is achieved, and certified in writing as complete by the Seller to the Buyer and, thereafter, by the Buyer to the Title Company. All costs shown above are final, and any cost changes that occur after this Agreement is signed by the parties shall be at the Seller's sole risk (in the case of cost increases) or benefit (in the case of cost decreases).

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Amended Agreement with Wonder Valley Outdoor Education

ITEM DESCRIPTION: Included in the Board binders is an amended agreement with Wonder Valley Outdoor Education Center. The Wonder Valley agreement needs to increase by $500,000. The cost of the program will be covered by the existing educational enrichment trip budget. While we increased reservations with Wonder Valley, we equally decreased reservations at the other four Outdoor Education sites. We have exceeded the initial contract value for the 2022/23 school year. They provide sixth-grade students with an opportunity to gain hands-on science instruction, while building positive relationships with their peers, teachers, and adults. Wonder Valley is located approximately 45 minutes from Fresno, near Pine Flat Lake. Our requests for Wonder Valley reservations more than doubled from previous years. Typically, 12-15 school sites attend this specific camp, however this year requests for attendance at Wonder Valley increased 47% to 32 sites.

FINANCIAL SUMMARY: There is no fiscal impact to the district. Sufficient funds are already available in the enrichment trip budget.

PREPARED BY: Bryan Wells, Assistant Superintendent & Joe Di Filippo, Vice Principal Special Assignment

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

CABINET APPROVAL: Dr. Natasha Baker, Chief Academic Officer

DEPUTY SUPERINTENDENT APPROVAL:

Board Approved
June 15, 2022
Agenda Item B-44

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Wonder Valley Ranch Resort *Vendor Name*	6450 Elwood Rd., Sanger, CA 93657 *Address*
(559) 787-2551 *Phone Number*	Barbara Dillon *Vendor Contact*
From: August 15, 2022 Term (Duration)	Through: June 8, 2023
FUSD Contract Administrator: Bryan Wells *Name*	G2, Student Engagement *Site/ Dept* — *Telephone number*
Budget (Fund-Unit-Dept.-Activity-Object)	030-0173-oxxx-G006-5899

Annual Cost ~~$ 360,000.00~~ $60,000 Please choose an option estimated

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:
Wonder Valley will provide FUSD sixth grade students with an outdoor educational program that will reinforce science standards, language arts, social studies, conservation, animal habitats, and team building while developing leadership and relationship building.

Date Item is to appear on Board of Education Agenda: ~~June 15, 2022~~ March 8, 2023 *Agenda Item #* *(Contracts of $15,000.00 or more)*

Reviewed & approved by Cabinet Level Officer: Bryan D. Wells *Signed* 4/27/2022 *Date* 2/24/2023

Reviewed & approved by Executive Director, Risk Management: Andrew Rodriguez *Signed* 4/30/2022 *Date*

Please return signed contract to: Joe Di Filippo, VPSA Leticia de Santiago *Name* — G2, Student Engagement *Department*

Bryan D. Wells 2/10/2023
Bryan D. Wells
Assistant Superintendent, G2

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0173-oxxx-G006-5899

District Contact Person: Joe DiFilippo, VPSA

Budget Manager Approval: Bryan D. Miller

Contractor's Vendor Name: Wonder Valley Ranch Resort

Contractor's Contact Person: Barbara Dillon

Contractor's Title: Sales Manager

Contractor's Telephone Number: (559) 787-2551

Contractor's E-mail: barbara@wondervalley.com

Contractor's Address: 6450 Elwood Rd., Sanger, CA 93657

Contractor's Taxpayer ID# or SSN#: 95-2499851

This Independent Contractor Services Agreement is made and entered into effective 08/15/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide

Wonder Valley will provide facilities, outdoor classroom experiences, room and board for Fresno Unified students and staff.

Additionally, Wonder Valley will provide FUSD sixth grade students with an outdoor educational program that will reinforce sixth grade science standards, language arts, social studies, conservation, animal habitats, and team building while developing leadership and relationship building.

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 08/15/22 . , and shall terminate on 06/08/23 . 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 $ 333.00 per partic. per attached proposals, Not to exceed ~~$ 360,000.00~~ estimated 860,000. Checks will be made payable to Wonder Valley Ranch Resort . 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 ____

   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): $ 360,000.00 860,000
   f. Other $ 0.00

6. Employment. Are you a current FUSD employee? ☐ Yes ☑ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☑ No

8. California Residency. Contractor is a resident of the state of California: ☑ Yes ☐ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: http://www.ppcpas.com/fresno-unified-fraud-alert. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's Initials ____ 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 _____. 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

Contractor: Wonder Valley Ranch Resort

Name: Barbara Dillon

Address:
6450 Elwood Rd.
Sanger, CA 93657

o: Andrew De La Torre
Benefits & 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

Santino Danisi, Chief Financial Officer

Jun 29, 2022

Date

CONTRACTOR

Wonder Valley Ranch Resort Sales Mgr

Name: Barbara Dillon , *Title:* Sales Manager

4-19-22 2-9-23

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

4/30/2022

Date

Approved As To Form

2/27/2023

Stacey A. Sandoval, Risk Management
Executive Director

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Award of Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing. The project is for the construction of a new Multi-Purpose Building to replace the existing building built in the 1950's at Ericson Elementary School. The new 9,340 square foot building will have a stage, separate music storage, student restrooms, food service area with equipment, and a staff lounge.

The request for bids was lawfully advertised on December 09, 2022. Notifications were sent to 163 firms plus 5 construction trade publications, and the district received 2 responses. Bids were opened on January 26, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Davis Moreno Construction, Inc., (Fresno, California) $ 10,343,286

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $ 10,343,286 are available in the Measure M Fund.

PREPARED BY: Ann Loorz,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-23, ERICSON ELEMENTARY SCHOOL NEW MULTI-PURPOSE BUILDING AND INTERIM HOUSING

Bid Opening Date: January 26, 2023 prior to 4:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID A INTERIM PORTABLES	BASE BID B MULTI- PURPOSE BUILDING	ADD ALT. 1 PAINTED MURAL	ADD ALT. 2 TILE, DIGITALLY PRINTED MURAL	ADD ALT. 3 CRACK FILL, STRIPING, AND SEAL COAT FOR PLAYCOURT	ADD ALT. 4 REMOVAL OF EXISTING ASPHALT PAVING, REPAIR OF IRRIGATION, AND RE-SEED	ADD ALT. 5 AV SOUND SYSTEM	ADD ALT. 6 TEMPORARY PEDESTRIAN TUNNEL	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Davis Moreno Construction, Inc.	**Fresno**	**$1,541,540**	**$8,488,010**	**$14,076**	$83,990	**$32,691**	**$97,078**	**$77,724**	**$92,167**	$10,427,276	**$10,343,286**
Ardent General, Inc.	Fresno	$1,043,559	$8,999,985	$12,490	$74,578	$12,177	$58,229	$67,452	$183,767	$10,452,237	

Low bid determined by Base Bids A and B plus all Add Alternate items:

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff does not recommend award of Add Alternate 2.

Staff recommends award of $10,343,286 to Davis Moreno Construction, Inc. the lowest responsive, responsible bidder for Base Bid A and B items and Add Alternate items 1, 3, 4, 5, and 6.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Award of Bid 23-26A and Reject Bid 23-26B, Unit Ventilators and Heat Pumps for HVAC Projects

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-26, Unit Ventilators and Heat Pumps for HVAC Projects, to establish a fixed unit price for the purchase of HVAC equipment, including classroom unit ventilators and heat pump units for use district wide.

The request for bids was lawfully advertised on December 14, 2022, and December 21, 2022. Notifications were sent to 30 firms and the district received four proposals for Section A and two proposals for Section B. Bids were opened on January 05, 2023. The bid is for a one-year term price agreement with two one-year renewals. Staff recommends award of Section A to the lowest responsive, responsible bidder and reject all bids for Section B as noted below:

Section A: Award to Norman S. Wright Duckworth Mechanical Equipment Company, LLC (Fresno, CA) $570,180

Staff recommends rejecting the apparent low bidder in Section A, Vertical Systems, LLC. This bid included substituted equipment that did not meet required specifications.

Section B: Reject all bids based on substituted equipment that did not meet required specifications or were not deemed best value to the district.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Funding will be determined on a project-by-project basis. The estimated annual usage for Section A is $570,180. Rejecting all bids in Section B results in no fiscal impact to the district at this time.

PREPARED BY: Ann Loorz,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-26, UNIT VENTILATORS AND HEAT PUMPS FOR HVAC PROJECTS

Bid Opening Date: January 5, 2023 prior to 2:01 P.M. Buyer: Sarah Garcia

CONTRACTOR	CITY	SECTION A UNIT VENTILATORS Total Bid Price	SECTION B HEAT PUMPS Total Bid Price
Norman S. Wright Duckworth Mechanical Equipment Company, LLC	**Fresno**	**$570,180.00**	no bid
Vertical Systems, LLC	Fresno	~~$548,262.00~~	no bid
PACE Supply Corp.	Fresno	$948,873.90	~~$737,889.80~~
Russell Sigler	Sacramento	$1,313,070.00 (Manufacturer: Carrier) $979,200.00 (Manufacturer: Magic)	~~$1,500,513.00~~

Award will be by Section.

Staff recommends award to Norman S. Wright Duckworth Mechanical Equipment Company, LLC the lowest responsive, responsible bidder for Section A for line item pricing.

Staff recommends rejecting Vertical Systems, LLC's bid for Section A and PACE Supply Corp.'s bid in Section B in accordance with General Terms and Conditions - Article K, substituted items not equivalent.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

SECTION A - UNIT VENTILATORS

BID NO. 23-26, UNIT VENTILATORS AND HEAT PUMPS FOR HVAC PROJECTS

Bid Opening Date: January 5, 2023 prior to 2:01 P.M.

Buyer: Sarah Garcia

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	Vertical Systems, LLC Substitutions	Vertical Systems, LLC		Norman S. Wright Duckworth Mechanical		PACE Supply Corp.		Russell Sigler			
			ITEM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE (CARRIER)	EXTENDED PRICE (CARRIER)	UNIT PRICE (MAGIC AIRE)	EXTENDED PRICE (MAGIC AIRE)
1.	DAIKIN UAVV9H07 CFM: 500/750	6	Williams LV-D-006 with 2" MERV 13 Filter	~~$2,697.00~~	~~$16,182.00~~	$3,430.00	$20,580.00	$5,863.65	$35,181.90	$8,465.00	$50,790.00	$6,520.00	$39,120.00
2.	DAIKIN UAVV9H15 CFM: 1500	120	Williams LV-D-012 with 2" MERV 13 Filter	~~$4,434.00~~	~~$532,080.00~~	$4,580.00	$549,600.00	$7,614.10	$913,692.00	$10,519.00	$1,262,280.00	$7,834.00	$940,080.00
	TOTAL				~~$548,262.00~~		**$570,180.00**		$948,873.90		$1,313,070.00		$979,200.00

Staff recommends award to Norman S. Wright Duckworth Mechanical Equipment Company, LLC the lowest responsive, responsible bidder for Section A for line item pricing.

Staff recommends rejecting Vertical Systems, LLC's bid for Section A in accordance with General Terms and Conditions - Article K, substituted items not equivalent.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

SECTION B - HEAT PUMPS

BID NO. 23-26, UNIT VENTILATORS AND HEAT PUMPS FOR HVAC PROJECTS

Bid Opening Date: January 5, 2023 prior to 2:01 P.M. Buyer: Sarah Garcia

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	PACE Supply Corp. Substitutions	PACE Supply Corp.		Russell Sigler	
			ITEM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.	BARD W36H#-A05MP4 3.0 TON	55	EUBANK EAA1036HA050C 3.0 TON	~~$5,623.66~~	~~$309,301.30~~	~~$13,009.00~~	~~$715,495.00~~
2.	BARD W42H#-A04MP4 3.5 TON	42	EUBANK 7AA1042HA050C 3.5 TON	~~$6,461.09~~	~~$271,365.78~~	~~$13,009.00~~	~~$546,378.00~~
3.	BARD W48H#-A04MP4 4.0 TON	12	EUBANK 7AA1048HA050E 4.0 TON	~~$9,813.35~~	~~$117,760.20~~	~~$14,906.00~~	~~$178,872.00~~
4.	BARD W60H#-A05DP4XXE 5.0 TON	4	EUBANK 7AA1060HA050E 5.0 TON	~~$9,865.63~~	~~$39,462.52~~	~~$14,942.00~~	~~$59,768.00~~
	TOTAL				~~$737,889.80~~		~~$1,500,513.00~~

Staff recommends rejecting PACE Supply Corp.'s bid in Section B in accordance with General Terms and Conditions - Article K, substituted items not equivalent.

Staff recommends rejecting Russell Sigler in Section B as they were not deemed best value.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Award of Bid 23-31, Kisling Building Modernization

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-31, Kisling Building Modernization. The Kisling Building Improvement project, formerly the Special Education building, located at 1301 M Street, consists of recarpeting, repainting, security and access control improvements, re-lamping light fixtures and installing infrastructure for owner provided cubicle furniture on the second floor. The modernized space consists of approximately 20,000 square feet and will be the new home for Health, Safety and Emergency Services, Student Engagement, Arts Education and Media Services.

The request for bids was lawfully advertised on January 25, 2023. Notifications were sent to 166 firms plus 5 construction trade publications, and the district received 2 responses. Bids were opened on February 14, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Better Enterprises, Inc., (Fresno, California) $ 504,913.88

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $ 504,913 are available in the Measure M Fund.

PREPARED BY: Ann Loorz,
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 23-31, KISLING BUILDING MODERNIZATION

Bid Opening Date: February 14, 2023 prior to 2:01 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID A BUILDING MODERNIZATIONS	ADD ALT. 1 SOLAR WINDOW SHADES	ADD ALT. 2 REPLACE VINYL ON ACCORDION WALL DIVIDER	ADD ALT. 3 GYPSUM BOARD INFILL	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Better Enterprises, Inc.	**Fresno**	**$423,871.88**	**$46,256.00**	**$2,950.00**	$31,836.00	$504,913.88	**$504,913.88**
GC Builders	Fresno	$481,500.00	$41,300.00	$29,600.00	$24,600.00	$577,000.00	

Low bid determined by Base Bid plus All Add Alternate items
Staff recommends award of $504,913.88 to Better Enterprises, the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Request for Qualifications and Proposals 23-12, Design-Build Services

ITEM DESCRIPTION: It is recommended that the Board approve Request for Qualifications and Proposals (RFQP) 23-12, Design-Build Services. On December 07, 2022, the Board adopted Resolution 23-08 which authorized the use of the design-build delivery method for the district's Multi-Site HVAC Design and Replacement Project (Project). The project consists of the design, engineering, and installation of: 1) high efficiency unit ventilators, chillers, boilers and pumps to be installed at 21 school sites; and 2) the design and installation to upgrade the new HVAC packaged units at 12 middle school gymnasiums. Construction is anticipated to span approximately twenty months, with completion targeted for mid 2024. The district may supplement the project with additional work at additional sites yet to be determined.

The critical distinction in the contracting process between design-bid-build (low bid) and design-build is that unlike low bid projects where the project architect is under contract with the owner, with design-build, the architect and engineers are part of the contractor's team. The first step in the design-build entity (DBE) selection process was the publication of a request for qualifications (RFQ). The district received responses from three DBEs: Davis Moreno Construction, Inc., New England Sheet Metal and Mechanical Co. and Trane U.S., Inc. (Successful DBEs) Their responses were scored and each received the necessary points to be deemed qualified to perform the project.

The next step in the DBE selection process was to issue to the Successful DBEs a request for proposals (RFP) to qualify the designer and the contractor as a team. Unlike the RFQ, which only addressed the qualifications of the DBEs, the RFP requested specific information regarding the project.The DBEs were asked to provide their approach to the project, providing pricing information and other information needed for the district to select the best qualified DBEs. Based solely on the information provided in the RFP, the district determined that each of the three DBEs were qualified to perform the project.

The next step in the design-build process is for the district to determine which of the Successful DBEs will be awarded the project or portions of the project. Then, the district will enter into contract negotiations with the selected DBEs. Unlike low bid projects, this will be a negotiated contract in which the DBE agrees to perform the work for a guaranteed maximum price (GMP).

There are two steps to the negotiation. In step one, for purposes of the design phase of the work, a preliminary GMP is reached which includes a not-to-exceed amount. Then, when the the design has progressed to the point where the cost of construction is brought into focus, a final GMP is reached. Reaching the final amount is an open, cooperative process, with the DBE providing details about the construction costs, including the competitively bid subcontracts. The district is under no obligation to

enter into a contract with any of the DBEs and if a final GMP cannot be reached, the district is free to negotiate with the other best qualified DBEs. Legal counsel will assist with the negotiations.

Staff recommends that the Board: Accept the Successful DBEs as best qualified to perform the project; Authorize district staff to enter into contract negotiations with the Successful DBEs; Authorize the district's Chief Operating Officer, Chief Financial Officer and Superintendent to enter into contracts with the Successful DBEs for the design phase of the project and the procurement of long lead items and authorize them to issue notices to proceed for that portion of the work. All executed contracts will be presented to the Board for ratification at the earliest opportunity.

The proposals of the DBEs are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Grant applications for ESSER funding were submitted and a total of $33,595,546 in funding have been approved. The district is still awaiting a decision regarding one grant application in which a total of $14,605,000 has been requested.

PREPARED BY: Alex Belanger, Chief Executive, and Ann Loorz, Executive Director

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

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



DEPUTY SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Proposed Revisions for Board Bylaw

ITEM DESCRIPTION: Included in the Board binders is a proposed revision for the following Board Bylaw:

- Board Bylaw 9005 Governance Standards

This revision meets the California School Boards Association (CSBA) recommendations and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy
Peach font – Subcommittee recommendation
Grey font – New Policy, CSBA recommended
Green font – Legally mandated/reference changes
Teal header – *New Policy, non-CSBA proposed
Blue font – Clarification or readability changes
~~Red strikeout~~ – Recommended deletion
Green font – CDE/FPM required change
Purple font - Information change

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

PREPARED BY: Teresa Plascencia,
Executive Director

DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

DEPUTY SUPERINTENDENT APPROVAL:

DRAFT

Fresno Unified Board Bylaw (BB) 9005
Governance Standards

The primary responsibility of the Board of Education is to act in the best interests of every student in the District. The Board is also committed to representing parents, guardians, employees, and members of the community. The Board will comply with laws pertaining to public education and established Policies of the District. To maximize Board effectiveness and public confidence in District governance, Board members shall govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)
(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high- quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus.

2. Value, support, and advocate for public education.

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the community.

4. Board members shall assume collective responsibility for building unity and creating a positive organizational culture. To govern effectively, the Board shall have a unity of purpose, and act with dignity.

5. Keep confidential matters confidential.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff.

(cf. 2122 - Superintendent of Schools: Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individual Board members.

(cf. 9200 - Members)

9. Refrain from rude or abusive conduct, personal attacks, or verbal attacks upon the character or motives of other Board members, District employees, or members of the public.

10. Comply with all applicable laws, Board-adopted Policies and procedures, and Board Bylaws.

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture.

To operate effectively, the Board shall have a unity of purpose and:

1. Keep the District focused on learning and achievement for all students.

2. Communicate a common vision.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

3. Operate openly, with trust and integrity.

4. Govern in a dignified and professional manner, treating everyone with civility and respect.

5. Govern within all applicable laws and Board-adopted Policies and procedures, including Board Bylaws.

(cf. 9311 - Board Policies)
(cf. 9312 - Board Bylaws)

6. Take collective responsibility for the Board's performance.

7. Periodically evaluate its own effectiveness.

(cf. 9400 - Board Self-Evaluation)

8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9323 - Meeting Conduct)

9. Maintain accountability through oversight and monitoring.

In order to maintain effective management and clarity of roles, individual Board members shall interact with District administration as follows:

1. Board members shall direct questions or requests for information to the Superintendent, Chief of Staff, or Designee. **The requested information will be provided within 10 business days, absent of unforeseen circumstances**. **If the request is unable to be completed within the 10 business days, the Superintendent or Designee will communicate the need for additional time and rational.** If substantial staff time will be required to complete a particular project/task, the superintendent may bring the request to the board for discussion/approval to determine if time should be spent acting upon the Board member's request.

2. In recognition of the time constraints on the Superintendent, Board members acknowledge that the Superintendent will endeavor to equitably divide time among Board members. The Superintendent will be available to individual Board members at a minimum for monthly meetings. Board members will schedule meetings, in advance, to the maximum extent feasible. Except for limited emergency situations, Board members will avoid unscheduled drop-in meetings.

No individual meetings shall violate the Brown Act. The Board acknowledges that a discussion or decision outside of a scheduled Board meeting could result in a violation of the Brown Act.

3. Board members may not unilaterally schedule meetings purporting to represent the District in violation of generally accepted Board practices and policies. Board members shall not unilaterally attend internal staff meetings or meetings between administration and third parties unless invited by District or site

administration, or authorized by the superintendent or by action of the Board.

4. When visiting a program or school site during school hours, Board members shall sign-in as a visitor and identify themselves as a Board member.

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
35010 Power of governing board to adopt rules for its own governance
35160 Board authority to act in any manner not conflicting with law
35164 Actions by majority vote
GOVERNMENT CODE
1090 Financial interest in contract
1098 Disclosure of confidential information
1125-1129 Incompatible activities
54950-54963 Ralph M. Brown Act
87300-87313 Conflict of interest code Management Resources:
CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996
WEB SITES
CSBA: www.csba.org

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 14, 2001 Fresno, California
Revised: October 2, 2019
Revised: Spring ___, 2023

Policy Section: 9000 Board Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM A-18

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

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

TITLE AND SUBJECT: Deny Claim GL22-0912-8449

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Rodney A. Branch, case GL22-0912-8449. 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,
Executive Director

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

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer

DEPUTY SUPERINTENDENT APPROVAL:

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
JAN 31 2023
BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

1. Name of Claimant
Rodney A. Branch

2.

3. Home Address of Claimant
2673 N. McArthur Ave.

City/State
Fresno, CA

4. Home Telephone Number
(559)903-3012

5. Business Address of Claimant
2500 Stanislaus St.

City/State
Fresno, CA

6. Business Telephone Number
(559) 457- 6000

7. Give Address of which you desire notices or communication to be sent regarding this claim:
Business Address

8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:
On 9/12/22 Mr. Leroy Grider threatened my life and that of VP Schlueter on campus. After my filed request for a temporary restraining order was denied 10/31/22, Mr. Grider's attorney Mark W. Colemen petitioned the court that I pay Mr. Grider's legal fees in the amount of $5,750. The order was granted 1/18/23.

9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:
A judgement was entered in the Superior Court of California, County of Fresno Civil Division on1/18/23.

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.
County of Fresno Civil Division Department 404.

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:
The original threat necessitating the filing of the restraining order as well as the lack of a FUSD threat assessment.

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]) $5,750.

13. Insurance payments received, if any, and name(s) of insurance company:
N/A - Insurance payments were not received.

14. Expenditures made on account of DAMAGE or INJURY (Date - Item):
N/A- Only expenditure made was to file the TRO through a 3rd party as required by Fresno County.

15. Name and address of Witnesses, Doctors and Hospitals:
Witness- VP Gary Schlueter/ 2500 Stanislaus St. Fresno, CA 93721

16. Signature of Claimant or person filing:	**17. Typed Name (Relationship to Claimant)**	**18. Date:**
Rodney A Branch	N/A	1/31/23

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.

MARK W. COLEMAN, #117306
LAW OFFICE OF MARK W. COLEMAN
2344 TULARE STREET, SUITE 200
FRESNO, CA 93721
PHONE (559) 552-8800
FAX (559) 475-9328

Attorneys for Respondent,
LEROY GRIDER

FILED
JAN 18 2023
SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CIVIL DIVISION

* * * * *

RODNEY BRANCH,

Petitioner,

vs.

LEROY GRIDER,

Respondent.

Case No.: 22CECG902960

~~[PROPOSED]~~ ORDER ON MOTION FOR ATTORNEY'S FEES

DATE: January 18, 2023
TIME: 8:30 a.m.
DEPT: 404

This matter came on regularly for hearing on January 18, 2023, at 8:30 a.m., in the Department 404, of the Superior Court of the State of California, Fresno County, before the Honorable Judge Stephanie Negin.

Having considered the documents filed by the parties with the Court and the argument presented to the Court, and good cause therefore, the Court makes the following orders:

1. The court awards attorney fees in the amount of $ 5,750.00 to be paid by petitioner, Rodney Aaron Branch, to Mark W. Coleman, Esq., of the Law Office of Mark W. Coleman.

IT IS SO ORDERED.

Dated: 1/18/2023

The Honorable Stephanie Negin

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
MARK W. COLEMAN, #117306
LAW OFFICE OF MARK W. COLEMAN
2344 Tulare Street, Suite 200
Fresno, CA 93721

TELEPHONE NO.: (559) 552-8800 FAX NO. (Optional): (559) 475-9328
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Respondent, LEROY GRIDER

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
STREET ADDRESS: 1130 "O" Street
MAILING ADDRESS:
CITY AND ZIP CODE: Fresno, CA 93721
BRANCH NAME: Civil

PLAINTIFF/PETITIONER: RODNEY BRANCH
DEFENDANT/RESPONDENT: LEROY GRIDER

NOTICE OF ENTRY OF JUDGMENT OR ORDER

(Check one): [x] UNLIMITED CASE (Amount demanded exceeded $25,000) [ ] LIMITED CASE (Amount demanded was $25,000 or less)

CASE NUMBER:
22CECG902960

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: January 18, 2023

2. A copy of the judgment, decree, or order is attached to this notice.

Date: January 19, 2023

MARK W. COLEMAN
(TYPE OR PRINT NAME OF [x] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ Mark Coleman
(SIGNATURE)

PLAINTIFF/PETITIONER: RODNEY BRANCH DEFENDANT/RESPONDENT: LEROY GRIDER	CASE NUMBER: 22CECG902960

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   2344 Tulare Street, Fresno, CA 93721

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. [ ] deposited the sealed envelope with the United States Postal Service.
   b. [x] placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):* January 19, 2023
   b. from *(city and state):* Fresno, CA

4. The envelope was addressed and mailed as follows:
   a. Name of person served: Rodney Branch
      Street address: 2500 E. Stanislaus Avenue
      City: Fresno
      State and zip code: CA 93721
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   [ ] Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 19, 2023

CORINNE CATALANELLO
(TYPE OR PRINT NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM A-19

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

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

TITLE AND SUBJECT: Deny Claim GL23-0120-8385

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Daniel White, case GL23-0120-8385. 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, Executive Director

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

CABINET APPROVAL: Patrick Jensen, Interim Chief Financial Officer

DEPUTY SUPERINTENDENT APPROVAL:

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: _____

1. Name of Claimant

Daniel White

2.

3. Home Address of Claimant	**City/State**	**4. Home Telephone Number**
6685 N El Capitan Ave	Fresno, CA	N/A
5. Business Address of Claimant	**City/State**	**6. Business Telephone Number**
3232 E Fairmont Ave	Fresno, CA	559-286-6937

7. Give Address of which you desire notices or communication to be sent regarding this claim:

6685 N El Capitan Ave Fresno, CA

8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:

My car was parked in the staff parking lot during school hours on 1/20/23. Approximately at 12:20PM, theCampus Assistant, Julian Contreras, notified me that my front windshield of my 2008 Honda Fit was struck by a baseball that was thrown over the school fence while it was parked in the staff parking lot. Upon further review, the front windshield was cracked in two locations. A FUSD student admitted that the student accidentally threw the ball over the fence as the student was playing with friends

9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:

No injuries reported. Damage to my 2008 Hona Fit front windshield occurred on Friday 1/20/23 aproximately at 12:20 PM while it was parked in the staff parking lot at Tioga Middle School.

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.

Damage to the front windshield of my 2008 Honda Fit occurred while the car was parked in the staff parking lot, nearest to the front office and along the fence line. My car was parked at Tioga Middle School 3232 E Fairmont Ave, Fresno, CA 93726

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:

A student at Tioga Middle School verbally admitted that the ball was thrown over the fence by the student as the student was playing with a friend.

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]) $400.00

13. Insurance payments received, if any, and name(s) of insurance company:

AS of 1/30/23 I have not filed the accident through my insurance company.

14. Expenditures made on account of DAMAGE or INJURY (Date - Item):

$0.00 as of 1/30/23

15. Name and address of Witnesses, Doctors and Hospitals:

Julian Contreras Tioga Middle School 3232 E Fairmont Ave, Fresno, CA 93726

16. Signature of Claimant or person filing:	**17. Typed Name (Relationship to Claimant)**	**18. Date:**
Daniel White	Myself	1/30/23

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: March 08, 2023

AGENDA ITEM A-20

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 Early Learning Department and Fresno County Superintendent of Schools

ITEM DESCRIPTION: Included in the board binders is a request to ratify an agreement with Early Learning and Fresno County Superintendent of Schools, who was awarded Early Educator Teacher Development Grant funding by the California Department of Education, in combination with the California Pre-kindergarten Planning and Implementation Grant. As a participant, Early Learning will receive $1,456,200 from Fresno County Superintendent of Schools to use the funding to increase highly qualified preschool and Transitional Kindergarten teachers and provide professional development to preschool and Transitional Kindergarten paraprofessionals, teachers, and administrators. Grant period is for three-years from July 01, 2022, to June 30, 2025.

FINANCIAL SUMMARY: Early Learning Department will receive $1,456,200 from Fresno County Superintendent of Schools.

PREPARED BY: Deanna Mathies,
Executive Officer & Maria Ceballos Tapia,
Executive Director

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

DEPUTY SUPERINTENDENT APPROVAL:

FEDERAL FUNDING WILL BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Fresno County Superintendent of Schools	1111 Van Ness Ave., Fresno,CA 93721
Vendor Name	***Address***
(559)497-3831	Dr. Matilda Soria, Senior Director
Phone Number	***Vendor Contact***
From: 7/1/2022	**Through:** 6/30/2025
Term (Duration)	

FUSD Contract Administrator:

Deanna Mathies	Early Learning	457-3687
Name	*Site/ Dept*	*Telephone number*

Budget (*Fund-Unit-Dept.-Activity-Object)*

Annual Cost 1456200 (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:

FUSD Early Learning will enter into a Service Agreement Contract with Fresno County Superintendent of Schools. Fresno County Superintendent of Schools was awarded Early Educator Teacher Development (EETD) Grant funding by the California Department of Education, in combination with the California Prekindergarten Planning and Implementation Grant. As a participant, FUSD Early Learning will receive $1,456,200 from Fresno County Superintendent of Schools to use the funding to increase highly qualified preschool and TK teachers and provide professional development to preschool and TK paraprofessionals, teachers, and administrators.

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:** 03/08/23 ***Will this contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:** 2/21/2023

Signed *Date*

Reviewed & approved by **Risk Management, or Exec. Dir. of Purchasing:** 2/27/2023

Signed *Date*

Please return signed contract to:

Laura Aguilar	Early Learning
Name	*Department*

COOPERATION AND SHARED RESPONSIBILITY AGREEMENT

("Agreement")

Legal Doc. No. of this signed Agreement ***(Legal use only)***: 144387

COVER

Program/Event: Early Educator Teacher Development Grant

AGENCY
Fresno Unified School District **("Agency")** Attn: Deanna Mathies, Executive Director 2309 Tulare Street Fresno, CA Phone: (559) 457-3687 Email: deanna.mathies@fresnounified.org
FCSS
Fresno County Superintendent of Schools **("FCSS")** Attn: Dr. Matilda Soria, Senior Director Dept.: Early Care and Education Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: (559) 497-3831 Email: msoria@fcoe.org
ADDRESS FOR INVOICE: All invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services – Accounts Payable, Fresno County Office of Education, 1111 Van Ness Ave, Fresno, CA 93721

CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": July1. 2022 **"Termination Date"**: June 30, 2025	Ground for Termination ***(mark one)***: _ With cause _X_ With or without cause **"Notice Period"**: At least 30 days before the effective date of termination of this Agreement

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations ***(leave blank if none)***:

RECITALS/OTHER TERMS AND CONDITIONS ***(leave blank if none)***:

"Exhibit A" references data and programmatic reporting requirements for the EETD grant, including report due dates.

CONTRACT AMOUNT AND PAYMENT SCHEDULE ***(mark each that applies and complete as indicated)***:

_ NO PAYMENT. No monetary payment shall be made by or to either Party under this Agreement.

_ PAYMENT TO FCSS. Agency (also refer to as **"Payor"**) shall pay FCSS (also refer to as **"Payee"**) pursuant to the following and the Pay Schedule stated below ***(mark one and complete as indicated)***:

_1. *Fixed Installment:* $____ per month/quarter/year, the sum of all payments shall *equal* the **"Contract Amount"** of $____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.

_2. *Rate/Not-To-Exceed Contract Amount:* Services that FCSS performs in accordance with this Agreement, to be billed at $_____ per hour in 15 minute increments **OR** pursuant to the rates set forth in Exhibit 1 and the sum of which shall *not exceed* the **"Contract Amount"** of $_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.

_3. *Entire Contract Amount/Completion Of All Services:* Entire **"Contract Amount"** of $_____. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.

_4. *Other/Specified Amount, Paid Periodically:* The **"Contract Amount"** of $_____. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.

__ PAYMENT TO AGENCY. FCSS (also refer to as **"Payor"**) shall pay Agency (also refer to as **"Payee"**) pursuant to the following and the Payment Schedule stated below ***(mark one and complete as indicated)***:

_1. *Fixed Installment:* $____ per month/quarter/year, the sum of all payments shall *equal* the **"Contract Amount"** of $____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.

_2. *Rate/Not-To-Exceed Contract Amount:* Services that Agency performs in accordance with this Agreement, to be billed at $_____ per hour in 15 minute increments **OR** pursuant to the rates set forth in Exhibit 1 and the sum of which shall *not exceed* the **"Contract Amount"** of $_____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.

_3. *Entire Contract Amount/Completion Of All Services:* Entire **"Contract Amount"** of $_____. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.

_4. *Other/Specified Amount, Paid Periodically:* The **"Contract Amount"** _. Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.

X OTHER ***(leave blank if none)***: The Contract Amount of $1,456,200. Agency shall submit the invoice following full execution of agreement, to be paid by FCSS within 30 days of receipt.

AGENCY OBLIGATIONS. Agency's obligations under this Agreement (collectively **"Services"**) include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will Agency provide:* Fresno Unified School District (FUSD) will partner with the Early Care and Education (ECE) Department of FCSS on the Early Educator Teacher Development Grant. FUSD will support a minimum of 200 CSPP, TK, and Kindergarten teachers and administrators- and will specifically provide access to professional development and higher education opportunities. In addition, FUSD will provide opportunities other school district partners of the FCSS consortium to visit their programs (including inclusion programming) and participate in the Trainer of Trainers Principal's Academy. Data will be collected for reporting to CDE, including the number of teachers receiving funding, educational goals, demographic information, assigned program settings, topic of professional development offered and attendance, drop-out rate, other development funds used with EETG, and number of administrators that are receiving professional development and topics covered. Qualitative data will also be collected including ways to integrate professional development opportunities for teachers, successes, challenges, recruitment efforts, collaboration with agencies and IHEs, inclusion classroom data on supports and services, as well as a copy of fiscal reports.

See **Exhibit A** for more details regarding the EETD grant requirements and data/programmatic reporting. (Exhibit A, Page 2, Section 3 states all grantees will utilize EETDG funding to provide professional development to principals and administrators overseeing the Universal PreKindergarten (UPK) programs on the value and tenets of effective instruction for young children.) FUSD will provide the training, and Fresno County administrators that are in the EETDG cohort will be included in the professional development.

2. *When will Agency provide the Services* ***(mark one and complete as indicated)***:

   _ *Date Determined* – Agency will perform the Services on ***(state specific date(s))***: The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

   X *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will Agency provide the Services* ***(state full address)***: The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of Agency staff who must perform the Services* ***(leave blank if none designated)***:

FCSS OBLIGATIONS. FCSS' obligations under this Agreement (collectively **"Services"**) include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will FCSS provide:* Collaboration meetings with FCSS and FUSD Early Education Departments to align resources offered within the EETD grant. Community of Practices Sessions for administrators, Early Education Workforce Networking. FCSS-ECE will support the development of Principal Academy content.

2. *When will FCSS provide the Services* ***(mark one and complete as indicated)***:

   _ *Date Determined* – FCSS will perform the Services on ***(state specific date(s))***: The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

   X *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will FCSS provide the Services* ***(state full address)***: The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of FCSS staff who must perform the Services* ***(leave blank if none designated)***:

Invoice and "Payment Schedule": Each invoice shall comply with Section 2.2 and must be received and approved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required of Payee.

REQUIRED DOCUMENTS. Each document that is marked as required (**"Required Document"**) shall be provided in accordance with the following:

☒1. *Payment Document.* At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) *and* other documents that Payor may require to process payment to Payee. (See § 1.4.1).

☒2. *Proof of Insurance.* Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)

X 3. *Fingerprinting Certification From Agency.* If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification **("Fingerprinting Certification")** before Agency commences performance of this Agreement, which form must be obtained from FCSS.

X 4. *TB Certification From Agency.* If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

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: Interim 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

Stacey A. Sandoval, Risk Management
Executive Director

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 the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, supplies, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to 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 (collectively **"Work"**), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.4 RECORDS AND INFORMATION.

1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

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 Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (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 or its status as Work; 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.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

1.5.1 GENERALLY. Each Party shall comply with all laws and regulations (collectively **"Law"**) applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as **"Applicable Law"** and shall include amendments and Law that are in effect as of the Effective Date or 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 an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

1.5.2 FEDERAL GRANT FUNDS. The provisions of this Subsection applies if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover.

SECTION 2.2 INVOICE AND ADDITIONAL INFORMATION. Payee shall submit an itemized invoice and supporting documentation to Payor before Payee may receive any payment, if any is due to Payee under this Agreement. Upon receiving an invoice and if Payor objects to it and/or requires additional information, Payor shall notify Payee and Payee shall provide such information to Payor within 10 days after Payee receives Payor's notice. If Payees fails or refuses to provide the additional information, Payor shall have the right to withhold payment of any or all of the Contract Amount until such time that Payor receives such information from Payee.

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 Section 3.2 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.

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – 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; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.

3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency's obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency's legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency's legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee's invoice and Payor's payment under this Subsection; and (D) upon Payor's payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection 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 epidemics or pandemics (nationally, statewide, or locally declared) 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 Payor's payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, 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 employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; 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, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee 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, Payor shall pay Payee 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 FCSS 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. A Party and its officers, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A 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.

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.

/ /

EXHIBIT A

The purpose of the EETDG funding is to increase the number of highly qualified teachers available to serve in a California State Preschool Program (CSPP) and Transitional Kindergarten (TK) and to improve specific competencies of CSPP, TK, and Kindergarten (K) teachers.

1. All grantees will utilize the EETDG funding to increase the number of highly-qualified teachers available to serve in either CSPP and TK including increasing the number of credentialed teachers meeting the requirements of *Education Code* (*EC*) 48000(g).

2. All grantees will utilize the EETDG funding to improve the following competencies of CSPP, TK, and K and will integrate professional learning opportunities for all early education workforce: the ability to provide instruction in inclusive classrooms, the ability to provide culturally responsive instruction, the ability to support dual language learners, the ability to enhance social-emotional learning, the ability to implement trauma-informed and restorative practice, and the ability to mitigate implicit biases to eliminate exclusionary discipline.

3. All grantees will utilize the EETDG funding to provide professional development to principals and administrators overseeing the Universal PreKindergarten (UPK) programs on the value and tenets of effective instruction for young children.

4. All grantees are required to comply with the reporting requirements of the EETDG funding.

    a. Grantees agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE.

    b. Templates for data and programmatic will be sent.

    c. Data and programmatic reporting are required using the reporting periods below, and any communication will be sent to Wendy Hernandez at whernandez@fcoe.org and Matilda Soria at msoria@fcoe.org.

        i. **January 06, 2023:** Report due July 1 through December 30, 2022
        ii. **April 06, 2023:** Report due for January 1 through March 30, 2023
        iii. **July 07, 2023:** Report due for April 1 through June 30, 2023
        iv. **October 06, 2023:** Report due for July 1 through September 30, 2023
        v. **January 05, 2024:** Report due for October 1 through December 30, 2023
        vi. **April 05, 2024:** Report due for January 1 through March 31, 2024
        vii. **July 05, 2024:** Report due for April 1 through June 30, 2024
        viii. **October 04, 2024:** Report due for July 1 through September 30, 2024
        ix. **January 08, 2025:** Report due for October 1 through December 31, 2024
        x. **April 08, 2025:** Report due for January 1 through March 31, 2025
        xi. **July 08, 2025:** Report due for April 1 through June 30, 2025

    d. Information collected in the quarterly reporting templates includes, but is not limited, the following:

        i. Data Report

            1. Number of teachers that have received funding
            2. Types of education goal (permit, credential, professional development)

3. Demographic information (race, ethnicity, gender)
4. Assigned program setting (CSPP, TK, or K)
5. Topic of professional development offered and how many attendees
6. Drop-out rate
7. Other development funds used in conjunction with EETDG funds to increase teacher workforce numbers and professional development
8. Numbers of administrators that are receiving professional development and what topic

ii. Programmatic Report

1. Please describe the efforts to integrate CSPP, TK, and K professional development opportunities.
    a. How did you integrate the opportunities for the aforementioned teachers?
    b. How many teachers attended and from which program?
    c. What topics were offered or covered?
    d. What was successful?
    e. What was challenging?
    f. How will you either continue or strengthen the integration of PD opportunities for the next fiscal quarter?

2. Please describe the efforts toward recruiting new CSPP teachers with experience in early learning and care (ELC) settings and collaborating with institutions of higher education (IHEs) to ensure a qualified PreKindergarten teacher pipeline.
    a. Describe your recruitment efforts for this quarter in increasing CSPP teachers.
    b. Which IHEs did you collaborate with?
    c. What was successful?
    d. What was challenging?
    e. How will you either continue or strengthen your recruitment efforts for the next fiscal quarter?
    f. How will you either continue or strengthen your collaboration with IHEs for the next fiscal quarter?

3. Please describe the efforts toward recruiting new TK teachers with experience in early learning and care (ELC) settings and collaborating with IHEs to ensure a qualified prekindergarten teacher pipeline.
    a. Describe your recruitment efforts for this quarter in increasing TK teachers.
    b. Which IHEs did you collaborate with?
    c. What was successful?
    d. What was challenging?
    e. How will you either continue or strengthen your recruitment efforts for the next fiscal quarter?
    f. How will you either continue or strengthen your collaboration with IHEs for the next fiscal quarter?

4. Please describe the efforts of the training and professional development for principals and administrators overseeing CSPP, TK, or K, around the values and tenets of effective instruction for young children.
    a. What were the topics that were offered in training and professional

development?
   b. How did you offer the training? Was it virtual or in-person?
   c. How many principals and administrators have attended training this quarter?
   d. What was successful?
   e. What was challenging?
   f. What additional needs do your principals and administrators need?
   g. How will you either continue or strengthen the professional development efforts for principals and administrators for the next fiscal quarter?

5. Please describe the efforts for the creation or continuation of inclusive classroom settings for CSPP and TK. An inclusive classroom is defined as a one where a child is enrolled and receives a majority of their special education supports and services in the CSPP or TK classroom.
   a. How many inclusive CSPP and TK classrooms existed before receiving EETDG funds?
   b. Share how you have used the EETDG funds to either create or strengthen educational supports in the CSPP and TK classrooms.
   c. How many teachers work in inclusive classrooms? Describe their training.
   d. Share any other funding sources that you utilize in conjunction with the EETDG funds to create or continue CSPP or TK inclusive classrooms.
   e. What was successful?
   f. What was challenging?
   g. How will you either continue or strengthen your efforts toward inclusive CSPP and TK classrooms for the next fiscal quarter?

5. All grantees are required to retain a copy of the General Assurances for their records and audit purposes, which can be obtained at the CDE Funding Forms web page at: https://www.cde.ca.gov/fg/fo/fm/ff.asp.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM A-21

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

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)
21
TITLE AND SUBJECT: Ratify Grant Application to the 2023 Fresh Fruit and Vegetable Program

ITEM DESCRIPTION: It is recommended the Board ratify a grant application to the 2023 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education. The FFVP provides funding to support daily fresh fruit and vegetable snacks for students at participating elementary and K-8 schools. Funding is sought for 70 schools that meet the eligibility criteria of 50% or more students eligible for free/reduced-price meals; grant awards will be based on these percentages.

The 61 currently funded elementary schools seeking continued FFVP funding are: Addams, Anthony, Ayer, Aynesworth, Bakman, Balderas, Bethune, Birney, Burroughs, Calwa, Centennial, Columbia, Del Mar, Easterby, Ericson, Ewing, Figarden, Fremont, Greenberg, Hamilton, Heaton, Hidalgo, Holland, Homan, Jackson, Jefferson, King, Kirk, Kratt, Lane, Lawless, Leavenworth, Lincoln, Lowell, McCardle, Mayfair, Muir, Norseman, Olmos, Phoenix, Powers, Pyle, Robinson, Roeding, Rowell, Slater, Storey, Sunset, Thomas, Turner, Vang Pao, Viking, Vinland, Wawona, Webster, Williams, Wilson, Winchell, Wishon, Wolters, and Yokomi.

FFVP applications will also be submitted for the nine schools not currently funded: Addicott, Bullard Talent, Eaton, Gibson, Herrera, Malloch, Manchester, Starr, and Tartarian. Students at these schools currently receive FFVP snacks, supported by the general fund. The 2023/24 Nutrition Services budget will continue to include funding for elementary and K-8 schools not covered by the FFVP grant.

Fresno Unified has received FFVP grant funding for multiple years and leads the state in the number of schools participating in the program.

FINANCIAL SUMMARY: The grant will fund $50-$75 per student for purchase of fruits and vegetables.

PREPARED BY: Amanda Harvey,
Director of Nutrition Services

DIVISION: Operational Services
PHONE NUMBER: 457-6278

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

DEPUTY SUPERINTENDENT APPROVAL:

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM A-22

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 December 01, 2022 through December 31, 2022 – Primary Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from December 01, 2022 through December 31, 2022. 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 on the attached pages.

PREPARED BY: Ann Loorz,
Executive Director

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

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



DEPUTY SUPERINTENDENT APPROVAL:



THE FOLLOWING PURCHASE ORDERS ARE FOR $10,000 OR MORE

PURCHASE ORDERS DATED
DECEMBER 01, 2022 TO DECEMBER 31, 2022
RATIFICATION DATE MARCH 08, 2023

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
1099 PRO, INC.	0889	768649	030	0708	$850.00
1099 PRO, INC.	0889	768649	030	0709	$4,400.00
1099 PRO, INC.	0889	768649	670	0841	$9,250.00
BELOW BID LIMIT (PCC 20111)					
ADVENTURE EDUCATION SOLUTIONS, INC.	0791	768741	060	2600	$193,285.00
RFQ 22-09					
AFFINITY TRUCK CENTER	0710	768944	030	0152	$22,593.14
BELOW BID LIMIT (PCC 20111)					
A-MARK T-SHIRT, INC.	0410	767985	030	7090	$15,439.88
BELOW BID LIMIT (PCC 20111)					
AMERICAN PAVING CO.	1145	703897B	350	0913	$12,548.93
BID 21-42B					
AMERICAN PAVING CO.	1421	703897C	350	0913	$13,752.00
BID 21-42C					
AMSTERDAM	0395	768881	030	7090	$14,928.61
BELOW BID LIMIT (PCC 20111)					
AMWINS GROUP BENEFITS	0880	769020	670	0841	$4,250,000.00
BOE 12/07/22 A-10					
ANA D. CARRILLO	0791	768875	060	2600	$158,625.00
RFQ 22-09					
ANATOMAGE, INC.	0710	768941	060	6388	$111,232.00
SOLE SOURCE (PCC 3400)					
ANIXTER, INC.	0919	769107	060	8150	$20,282.95
BOE 06/01/22 A-14 (PIGGYBACK)					
ANIXTER, INC.	0919	769111	060	8150	$16,828.35
BOE 06/01/22 A-14 (PIGGYBACK)					
A-PLUS SIGNS, INC.	1220	769085	350	0917	$24,020.13
BOE 01/08/14 A-10 (CUPCCAA)					
A-PLUS SIGNS, INC.	1480	767816	350	0917	$35,343.71
BOE 01/08/14 A-10 (CUPCCAA)					
APPLEBY IMAGING, INC.	0889	768105	030	0188	$13,875.00
BELOW BID LIMIT (PCC 20111)					
ARDENT GENERAL, INC.	0961	765725	030	0188	$12,843.67
BOE 06/15/22 A-25					
ARDENT GENERAL, INC.	1561	700619A	350	0917	$51,143.40
BID 21-34, BASE BID 1					
ARDENT GENERAL, INC.	1561	761550A	350	0917	$51,319.04
BID 22-28					
ASCEND LEARNING HOLDINGS, LLC DBA ASSESSMENT TECHNOLOGIES INSTITUTE, LLC	0670	768654	110	3555	$49,420.00

INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ASSIST ACADEMY	0791	768731	060	2600	$190,190.00
RFQ 22-09					
AT&T MOBILITY	0919	768988	060	8150	$20,702.24
BOE 06/01/22 A-14 (PIGGYBACK)					
BARNES & NOBLE, INC.	0702	768108	060	6266	$17,877.12
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BERBERIAN EUROPEAN MOTORS, DBA MERCEDES-BENZ OF STOCKTON	1920	769010A	030	0734	$66,248.02
BELOW BID LIMIT (PCC 20111)					
BEST TOURS & TRAVEL, INC.	0925	758828	030	7230	$100,000.00
RFQ 20-01					
BLACK STUDENTS OF CALIFORNIA UNITED	0725	768544	030	0173	$47,230.00
BLACK STUDENTS OF CALIFORNIA UNITED	0725	768544	030	0179	$40,000.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
BLUUM USA, INC.	0130	768261	030	7099	$17,390.22
BOE 06/01/22 A-14 (PIGGYBACK)					
BOSCO FUNDRAISING, LLC	0325	763433	080	8210	$14,178.00
BELOW BID LIMIT (PCC 20111)					
BSN SPORTS, LLC	0415	768171	030	7090	$23,953.53
BOE 06/01/22 A-14 (PIGGYBACK)					
BURLINGTON ENGLISH, INC.	0675	768505	110	6391	$14,400.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CALVIN CREST CAMP	0725	768509	030	0173	$11,300.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
CDW GOVERNMENT, INC.	0005	768389	030	7091	$24,924.82
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0919	768395	060	8150	$15,927.46
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0919	768426	060	8150	$19,800.00
BELOW BID LIMIT (PCC 20111)					
CDW GOVERNMENT, INC.	1891	767786	030	0716	$21,128.25
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	768510	030	0716	$61,159.26
BOE 06/01/22 A-14 (PIGGYBACK)					
CENCAL SERVICES, INC.	1395	768038	350	0917	$12,250.00
BOE 01/08/14 A-10 (CUPCCAA)					
CENCAL SERVICES, INC.	1787	768068	350	0917	$37,800.00
BOE 01/08/14 A-10 (CUPCCAA)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	768805	030	0716	$82,305.81
BOE 06/01/22 A-14 (PIGGYBACK)					
CGI-AMS	0885	768361	030	0188	$3,301,985.00
RFP 22-02					
CITY OF FRESNO/FAX	0655	769033	030	7231	$77,000.00
STUDENT TRANSPORTATION (EC 39802)					
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1145	768123	350	0912	$16,600.00
PUBLIC AUTHORITY (PCC 10103)					

CKEPUSA, LLC	1910	769007	060	7028	$15,363.28
BOE 06/01/22 A-14 (PIGGYBACK)					
COLLEGE BOARD, THE	0852	768966	030	0315	$368,506.00
BOE 12/07/22 A-23					
CONSTELLATION NEWENERGY, INC.	1920	758123	030	0734	$3,000,000.00
PUBLIC UTLITIES (PCC 10103)					
CORE BUSINESS INTERIORS, INC.	0886	768825	030	0140	$25,224.37
BELOW BID LIMIT (PCC 20111)					
COSCO FIRE PROTECTION, INC.	0919	768466	060	8150	$14,000.00
BELOW BID LIMIT (PCC 20111)					
CUMULUS MEDIA - FRESNO	0701	768950	060	5827	$24,000.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
DARDEN ARCHITECTS, INC.	1787	768749	350	0917	$15,001.00
RFQ 20-13					
DAVIS MORENO CONSTRUCTION, INC.	1145	767775A	350	0913	$1,541,883.00
BID 23-02, BASE BID 1, ADD ALT A1, A2, B1					
DAVIS MORENO CONSTRUCTION, INC.	1145	767775B	350	0912	$16,270,000.00
BID 23-02, BASE BID 2					
DAVIS MORENO CONSTRUCTION, INC.	1561	751875	350	0913	$127,096.50
BID 22-21					
DELTA CHARTER SERVICE	0925	758835	030	7230	$49,100.00
RFQ 20-01					
DISCOVERY CENTER, THE	0791	768878	060	2600	$73,395.30
RFQ 22-09					
DJM DRAPERY SERVICE	0919	769011	060	8150	$27,160.59
BOE 01/08/14 A-10 (CUPCCAA)					
DORNOCH, INC., DBA TRACY FORD	0710	769109	060	6387	$81,936.10
BELOW BID LIMIT (PCC 20111)					
EKC ENTERPRISES, INC.	0885	768901	060	3213	$20,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
EKC ENTERPRISES, INC.	0919	768530	060	8150	$11,657.68
BID 21-52					
EKC ENTERPRISES, INC.	0919	768531	060	8150	$15,114.63
BELOW BID LIMIT (PCC 20111)					
ELITE LANDSCAPE CONSTRUCTION, INC.	1920	769074	060	9046	$31,203.00
BOE 01/08/14 A-10 (CUPCCAA)					
ENABLING DEVICES, INC.	0765	769116	120	6128	$13,376.93
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
FACILITY INSPECTION SERVICES, INC.	0919	768974	060	8150	$13,650.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
FLUORESCO SERVICES, LLC	1020	768817	350	0917	$32,944.07
BOE 01/08/14 A-10 (CUPCCAA)					
FLUORESCO SERVICES, LLC	1200	768938	350	0917	$32,956.47
BOE 01/08/14 A-10 (CUPCCAA)					
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1505	768732	350	0916	$19,220.00
RFQ 20-14 SECTION 10					

FRESNO BEKINS	1145	768373	350	0913	$13,168.73
BELOW BID LIMIT (PCC 20111)					
FRESNO CHAFFEE ZOO	0791	768750	060	2600	$47,240.00
RFQ 22-09					
FRESNO M., LLC DBA MERCEDES BENZ OF FRESNO	0791	769128	060	2600	$63,796.14
BELOW BID LIMIT (PCC 20111)					
GCB1, INC. DBA GC BUILDERS	1895	768877	060	3213	$18,745.00
BOE 01/08/14 A-10 (CUPCCAA)					
GEIL ENTERPRISES, INC.	1145	703384B	350	0913	$17,656.56
RFP 20-31					
GEIL ENTERPRISES, INC.	1561	743034A	350	0917	$14,000.00
RFP 20-31					
GLEIM-CROWN PUMP, INC.	0919	759235	060	8150	$10,000.00
BELOW BID LIMIT (PCC 20111)					
GLOWFORGE, INC.	0710	768364	060	6388	$15,158.17
BELOW BID LIMIT (PCC 20111)					
GRAYBAR ELECTRIC, INC.	1130	768917	350	0917	$68,009.13
BOE 06/01/22 A-14 (PIGGYBACK)					
GREENWOOD CHEVROLET	0790	768688	060	2600	$83,510.84
BELOW BID LIMIT (PCC 20111)					
GROWTHPOINT TECHNOLOGIES, INC., DBA IMM3RSE.IN	0791	768753	060	2600	$90,528.00
RFQ 22-09					
GRUMPY'S CONCRETE, INC.	1895	768800	060	3213	$24,999.00
BOE 01/08/14 A-10 (CUPCCAA)					
GRUMPY'S CONCRETE, INC.	1895	768847	060	3213	$15,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
GRUMPY'S CONCRETE, INC.	1895	769086	060	3213	$12,622.50
BOE 01/08/14 A-10 (CUPCCAA)					
HABERFELDE FORD, INC., DBA JIM BURKE FORD LINCOLN	1920	768060	030	0734	$62,009.18
BELOW BID LIMIT (PCC 20111)					
HANDS ON CENTRAL CALIFORNIA	0791	768646	060	2600	$38,110.00
RFQ 22-09					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	766119	030	0716	$18,018.60
RFQ 22-07					
HIGH PERFORMANCE ACADEMY	0791	768721	060	2600	$207,891.96
RFQ 22-09					
ILLUMINATE EDUCATION	0852	768908	030	7090	$11,464.31
ILLUMINATE EDUCATION	0852	768908	060	3182	$3,628.25
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
IMPACT ATHLETICS, LLC	0791	768644	060	2600	$33,327.00
RFQ 22-09					
INTELLIAS, INC.	0889	769083	030	0188	$80,600.00
BOE 12/14/22 A-8					
KELLER MOTORS, INC.	0710	769129	030	0152	$83,756.37
BELOW BID LIMIT (PCC 20111)					

KLS DESIGN, INC.	0791	768643	060	2600	$30,015.00
RFQ 22-09					
MARK WILSON CONSTRUCTION, INC.	0920	768274	060	3213	$45,000.00
RFQ 20-14 SECTION 14					
MARKO CONSTRUCTION GROUP, INC.	1145	757171	350	0917	$59,972.08
BID NO. 22-34					
MARSH & MCLENNAN AGENCY	0880	741315B	670	0841	$104,670.00
BOE 11/18/20 A-8					
MEREDITH RENEE CROMER	0755	762766A	030	0176	$10,500.00
MEREDITH RENEE CROMER	0755	762766A	060	3213	$1,050.00
BELOW BID LIMIT (PCC 20111)					
METEOR EDUCATION, LLC	0796	768250	060	3213	$20,303.61
BELOW BID LIMIT (PCC 20111)					
METEOR EDUCATION, LLC	1415	767426	350	0917	$10,392.16
BOE 06/01/22 A-14 (PIGGYBACK)					
MICHAEL BERNARD MILLS, DBA DIRECT AUTO SALES AND LEASE	1920	768044	030	0734	$47,800.43
BELOW BID LIMIT (PCC 20111)					
NET POSITIVE CONSULTING ENGINEERS	1055	768064	350	0917	$427,101.00
RFQ 20-14 SECTION 3					
NETSYNC NETWORK SOLUTIONS, INC.	0886	768832	060	3213	$1,383,665.34
BOE 06/01/22 A-14 (PIGGYBACK)					
NETSYNC NETWORK SOLUTIONS, INC.	0886	768980	060	3213	$116,835.30
RFP 21-13					
ODP BUSINESS SOLUTIONS, LLC	0150	OD000049302	030	0113	$13,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0241	OD000048048	030	7090	$15,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0725	OD000048062	030	0173	$10,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0790	OD000048168	060	2600	$30,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	9103	OD000049297	060	3213	$16,109.48
BOE 06/01/22 A-14					
ORIGAMI RISK, LLC	0880	768054	680	0851	$33,687.50
ORIGAMI RISK, LLC	0880	768054	690	0861	$62,562.50
BOE 12/15/21 A-15					
P & R PAPER SUPPLY CO.	1910	768617	130	5310	$14,952.30
BOE 12/08/21 A-15 (PIGGYBACK)					
PAC AUTO GROUP, INC., DBA PACIFIC AUTO CENTER	0897	769005	030	0716	$66,288.61
BELOW BID LIMIT (PCC 20111)					
PAPE MATERIAL HANDLING	0710	769108	060	6387	$22,748.08
BELOW BID LIMIT (PCC 20111)					
PARSEC EDUCATION, INC.	0601	767870	030	0500	$17,280.00
PARSEC EDUCATION, INC.	0601	767870	060	3010	$69,120.00
BOE 11/09/22 A-12					

PLATINUM GROUP, THE	1910	767840	130	5310	$12,658.17
EMERGENCY (PCC 1102)					
PUBLIC CONSULTING GROUP, INC.	0701	768968	060	4035	$20,000.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
R/G AWARD SYSTEMS	0725	758384	030	0170	$10,000.00
BELOW BID LIMIT (PCC 20111)					
RAUL Z. MORENO, DBA MORENO INSTITUTE	0790	762286	060	2600	$800,000.00
RFQ 22-09					
RAUL Z. MORENO, DBA MORENO INSTITUTE	0791	768736	060	2600	$74,414.00
RFQ 22-09					
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1090	768696	350	0917	$19,680.00
BOE 01/08/14 A-10 (CUPCCAA)					
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1175	768694	350	0917	$19,680.00
BOE 01/08/14 A-10 (CUPCCAA)					
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1200	768697	350	0917	$20,970.00
BOE 01/08/14 A-10 (CUPCCAA)					
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1310	768691	350	0917	$21,980.00
BOE 01/08/14 A-10 (CUPCCAA)					
RICOH USA, INC.	0790	RL00008538	060	2600	$30,034.61
BOE 06/01/22 A-14 (PIGGYBACK)					
RICOH USA, INC.	0925	768943	030	7230	$21,490.00
BOE 06/01/22 A-14 (PIGGYBACK)					
RIDDELL/ALL AMERICAN SPORTS CORP.	0055	768233	030	0125	$25,334.56
BELOW BID LIMIT (PCC 20111)					
ROD'S LANDSCAPE AND TREE SERVICE, INC.	1920	768545	060	9046	$24,995.00
BOE 01/08/14 A-10 (CUPCCAA)					
ROD'S LANDSCAPE AND TREE SERVICE, INC.	1920	768547	060	9046	$11,855.00
BOE 01/08/14 A-10 (CUPCCAA)					
ROD'S LANDSCAPE AND TREE SERVICE, INC.	1920	768951	060	9046	$19,820.00
BOE 01/08/14 A-10 (CUPCCAA)					
SALEH, WILLIAM B. CO.	0705	768871	210	0905	$16,986.00
BOE 01/08/14 A-10 (CUPCCAA)					
SALEM ENGINEERING GROUP, INC.	1120	768650	350	0913	$30,952.00
RFQ 20-14 SECTION 9					
SALEM ENGINEERING GROUP, INC.	1120	768660	350	0913	$23,867.00
RFQ 20-14 SECTION 9					
SALEM ENGINEERING GROUP, INC.	1320	768070	350	0917	$11,545.00
RFQ 20-14 SECTION 9					
SAN JOAQUIN RIVER PARKWAY	0791	768751	060	2600	$40,191.44
RFQ 22-09					
SAN JOAQUIN VALLEY WRITING PRO	0241	767682	030	7099	$12,000.00
BELOW BID LIMIT (PCC 20111)					
SATTERLEE ELECTRICAL SERVICES	0710	768864	030	0152	$12,450.00
BOE 01/08/14 A-10 (CUPCCAA)					
SIM ARCHITECTS	1421	703082	350	0912	$159,162.00
RFQ 20-13					
SIM ARCHITECTS	1561	599781	350	0913	$58,500.00

RFQ 17-04					
SIMON MARKETING	0765	768100	120	5035	$23,855.00
BOE 09/14/22 A-7					
SKYLINE BUS CHARTER, LLC	0925	763503	030	7230	$44,000.00
BELOW BID LIMIT (PCC 20111)					
SPINITAR	0005	768347	030	7090	$10,450.47
BELOW BID LIMIT (PCC 20111)					
STRATEGIC MECHANICAL, INC.	0919	768431	060	8150	$25,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
STRATEGIC MECHANICAL, INC.	0919	768680	060	8150	$11,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
SYSCO OF CENTRAL CALIFORNIA	1910	762073	130	5310	$30,000.00
BELOW BID LIMIT (PCC 20111)					
TARGET SPECIALTY PRODUCTS	1920	769046	060	9046	$28,792.91
BELOW BID LIMIT (PCC 20111)					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1195	768717	060	3213	$27,500.00
RFQ 20-13					
TETER ARCHITECTS, LLP	0886	767925	060	3213	$215,000.00
RFQ 20-14 SECTION 4					
ULINE	0885	768752	060	3213	$15,000.00
BELOW BID LIMIT (PCC 20111)					
UNAMESA ASSOCIATION, DBA INPLAY	0791	768740	060	2600	$650,000.00
RFQ 22-09					
UNIGLOBE TRAVEL	0435	U70900049769	030	7090	$17,765.00
BOE 06/01/22 A-14 (PIGGYBACK)					
UNIGLOBE TRAVEL	0702	U62660048009	060	6266	$16,326.81
BOE 06/01/22 A-14 (PIGGYBACK)					
UNIGLOBE TRAVEL	1421	U30100075452	030	7099	$7,008.68
UNIGLOBE TRAVEL	1421	U30100075452	060	3010	$16,353.58
BOE 06/01/22 A-14 (PIGGYBACK)					
WASHINGTON CONSTRUCTION	1170	768342	060	3213	$16,800.00
BOE 01/08/14 A-10 (CUPCCAA)					
WENGER CORPORATION	0450	768127	030	7099	$21,242.98
BOE 06/01/22 A-14 (PIGGYBACK)					
WONDER VALLEY RANCH RESORT	0725	769031	030	0173	$43,750.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
YELLOW DOG SIGNS AND GRAPHICS	0790	768972	060	2600	$20,000.00
BELOW BID LIMIT (PCC 20111)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER $10,000

PURCHASE ORDERS DATED
DECEMBER 01, 2022 TO DECEMBER 31, 2022
RATIFICATION DATE MARCH 08, 2023

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
20/20 OPTOMETRIC OF FRESNO	0919	758808	060	8150	$4,000.00
4IMPRINT, INC.	0530	767936	030	0110	$565.88
4N6 FANATICS.COM, LLC	0055	768848	030	0125	$200.00
4N6 FANATICS.COM, LLC	0145	769000	030	7140	$200.00
5 STAR STUDENTS	0100	768380	030	7099	$2,050.00
5 STAR STUDENTS	0105	768035	030	7090	$2,050.00
5 STAR STUDENTS	0105	768074	030	7090	$638.00
ABRAHAM VENEGAS	0102	767987	030	2430	$5,300.00
ACE PARKING MANAGEMENT, INC.	0887	768337	030	0140	$2,850.00
ACE TROPHY SHOP	0210	769016	030	0643	$1,000.00
ACE TROPHY SHOP	0320	768096	030	0172	$300.00
ADLAI E. STEVENSON HS DISTRICT 125	1421	767767	060	3010	$200.00
ALERT-O-LITE, INC.	0170	768816	030	7090	$154.91
ALL AMERICAN SPORTS USA	0150	768334	030	0172	$488.57
ALL AMERICAN SPORTS USA	0155	768242	030	7090	$1,000.00
ALL AMERICAN SPORTS USA	0160	768202	030	0172	$116.01
ALL AMERICAN SPORTS USA	0410	767983	030	7090	$2,700.40
ALL AMERICAN SPORTS USA	0553	769051	030	0172	$1,450.21
ALLARD'S, INC.	0185	768581	030	0171	$200.00
ALLARD'S, INC.	0185	768777	030	0125	$271.92
ALLARD'S, INC.	0305	768671	030	0171	$200.00
ALLARD'S, INC.	0455	767869	030	0643	$200.00
ALLARD'S, INC.	1060	768501	030	7394	$100.00
ALLIED STORAGE CONTAINERS, INC.	1450	768577	350	0917	$650.10
ALLSTAR FIRE EQUIPMENT	0710	768849	060	6388	$9,716.00
ALMA DELIA GARZA, DBA GARZA'S CATERING	0230	768909	030	0124	$1,574.96
ALMA DELIA GARZA, DBA GARZA'S CATERING	0230	768910	030	0124	$1,359.06
ALPHAGRAPHICS	0395	768365	060	722D	$1,639.03
A-MARK T-SHIRT, INC.	0035	768889	080	8210	$263.29
A-MARK T-SHIRT, INC.	0055	769073	030	0172	$2,340.36
A-MARK T-SHIRT, INC.	0123	767788	030	0172	$871.13
A-MARK T-SHIRT, INC.	0208	768258	080	8210	$641.97
A-MARK T-SHIRT, INC.	0225	768157	080	8210	$2,219.01
A-MARK T-SHIRT, INC.	0325	767836	030	7090	$2,288.35
A-MARK T-SHIRT, INC.	0385	767941	080	8210	$2,391.28
A-MARK T-SHIRT, INC.	0410	767990	030	0172	$1,888.00
A-MARK T-SHIRT, INC.	0423	768999	060	2600	$700.00
A-MARK T-SHIRT, INC.	0445	768765	060	2600	$2,998.59
A-MARK T-SHIRT, INC.	0480	768192	030	7090	$544.57
A-MARK T-SHIRT, INC.	0700	768716	030	0606	$276.29

A-MARK T-SHIRT, INC.	0710	768756	030	0152	$910.14
A-MARK T-SHIRT, INC.	0880	767995	670	0841	$222.13
A-MARK T-SHIRT, INC.	0880	767995	680	0851	$215.61
A-MARK T-SHIRT, INC.	0880	767995	690	0861	$215.61
A-MARK T-SHIRT, INC.	0886	768607	030	0140	$1,926.12
A-MARK T-SHIRT, INC.	0895	758141	030	0716	$1,500.00
AMAZON CAPITAL SERVICES	0227	769066	030	0644	$226.61
AMAZON CAPITAL SERVICES	0430	768071	030	7090	$855.70
AMAZON CAPITAL SERVICES	0700	769089	030	0606	$32.41
AMAZON CAPITAL SERVICES	0700	769089	060	3010	$16.21
AMAZON CAPITAL SERVICES	0701	768611	060	5828	$44.96
AMAZON CAPITAL SERVICES	0710	768850	060	6388	$55.26
AMAZON CAPITAL SERVICES	0785	768657	060	9018	$1,111.98
AMAZON CAPITAL SERVICES	0810	768303	030	0642	$317.00
AMAZON CAPITAL SERVICES	0810	768520	030	0642	$303.63
AMAZON CAPITAL SERVICES	0810	769069	030	0642	$74.73
AMAZON CAPITAL SERVICES	0919	768419	060	8150	$5,000.00
AMC, INC.	1920	769080	060	9046	$8,337.53
AMERICAN EAGLE ENTERPRISES	0919	768376	060	8150	$1,850.00
AMERICAN INCORPORATED	1250	768063	350	0916	$2,098.04
AMERICAN MUSIC	0255	768578	030	7099	$119.19
AMERICAN MUSIC	0415	768835	060	2600	$698.67
AMERICAN MUSIC	0455	768238	030	7090	$1,428.03
AMERICAN MUSIC	0460	768602	030	7099	$1,698.35
AMERICAN MUSIC	0727	767822	030	0167	$1,300.19
AMERICAN MUSIC	0727	768331	030	0168	$285.00
AMERICAN MUSIC	0727	768332	030	0168	$650.00
AMERICAN MUSIC	0727	768333	030	0168	$285.00
AMERICAN MUSIC	0727	768335	030	0168	$100.00
AMERICAN SPEECH-LANGUAGE HEARING ASSN.	0781	768726	060	9017	$4,275.00
AMERICAN T'S	0120	767779	030	0110	$1,304.53
AMERICAN T'S	0185	768295	030	0172	$806.12
AMERICAN T'S	0710	768879	060	6388	$991.40
ANCORA PUBLISHING	0420	768573	030	7090	$81.26
ANCORA PUBLISHING	0810	768609	030	0649	$2,162.82
APPLE COMPUTER, INC.	0702	768014	060	9075	$4,653.71
ARBITER SPORT, LLC	0145	768851	030	0172	$1,906.00
ARBOR SCIENTIFIC	0055	768796	030	0125	$2,112.41
ARCHER AND HOUND AD	0852	768862	030	0679	$137.43
ARDENT GENERAL, INC.	1561	700619B	350	0917	$3,800.70
ASIAN SUPERMARKET	0305	767846	030	7090	$400.00
AT&T MOBILITY	0617	769095	030	0675	$61.94
AT&T MOBILITY	0700	768942	030	0606	$61.94
AT&T MOBILITY	0700	AT000048010	030	0606	$600.00
AT&T MOBILITY	0855	768248	030	0670	$61.94
AT&T MOBILITY	0855	AT000048081	030	0670	$600.00
ATHLETIC DESIGNS	0060	768486	030	0110	$888.06

AUDEAMUS	0005	768517	030	7090	$6,314.85
AUDEAMUS	0410	768375	030	7099	$525.76
AUDEAMUS	0601	768808	030	0500	$525.76
B & H PHOTO-VIDEO, INC.	0030	768802	030	0625	$535.04
B & H PHOTO-VIDEO, INC.	0241	768594	030	0171	$333.05
B & H PHOTO-VIDEO, INC.	0335	768827	030	7099	$2,527.59
B & H PHOTO-VIDEO, INC.	0421	767805	060	722E	$1,772.71
B & H PHOTO-VIDEO, INC.	0530	768381	030	7099	$131.06
B & H PHOTO-VIDEO, INC.	0553	769047	030	0133	$1,162.17
B & H PHOTO-VIDEO, INC.	0553	769049	030	0133	$1,162.17
B & H PHOTO-VIDEO, INC.	0725	768132	030	0172	$273.44
B & H PHOTO-VIDEO, INC.	0852	769028	030	0679	$169.87
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0055	768906	060	2600	$417.50
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0145	768216	030	7090	$200.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0235	768219	030	0173	$100.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0500	768188	030	7091	$300.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0895	769037	030	0716	$50.00
BALLOONS ARE EVERYWHERE, INC.	0010	760409	030	0171	$300.00
BALLOONS ARE EVERYWHERE, INC.	0725	758492	030	0171	$3,000.00
BAPAC FRESNO	0860	767804	030	0694	$250.00
BARNES & NOBLE, INC.	0035	759507	030	7090	$1,000.00
BARNES & NOBLE, INC.	0045	768072	030	0113	$3,000.00
BARNES & NOBLE, INC.	0045	768077	030	0113	$241.00
BARNES & NOBLE, INC.	0127	768590	030	0625	$253.73
BARNES & NOBLE, INC.	0127	768787	030	7099	$1,143.07
BARNES & NOBLE, INC.	0155	768778	030	0113	$691.50
BARNES & NOBLE, INC.	0155	768779	030	0113	$1,383.00
BARNES & NOBLE, INC.	0185	764804	030	0625	$1,500.00
BARNES & NOBLE, INC.	0210	768348	030	0171	$1,500.00
BARNES & NOBLE, INC.	0230	760235	060	3010	$1,000.00
BARNES & NOBLE, INC.	0320	768372	030	7099	$480.75
BARNES & NOBLE, INC.	0355	768667	030	0113	$400.00
BARNES & NOBLE, INC.	0370	765708	060	3010	$2,500.00
BARNES & NOBLE, INC.	0395	768781	030	0624	$2,000.00
BARNES & NOBLE, INC.	0420	768021	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768023	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768024	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768025	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768029	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768114	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768115	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768116	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768117	030	7099	$100.00

BARNES & NOBLE, INC.	0420	768118	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768119	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768140	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768253	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768388	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768390	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768391	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768392	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768393	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768394	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768396	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768397	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768398	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768399	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768400	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768401	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768402	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768403	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768404	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768405	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768761	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768763	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768764	030	7099	$100.00
BARNES & NOBLE, INC.	0420	768766	030	7099	$100.00
BARNES & NOBLE, INC.	0430	758553	030	7090	$500.00
BARNES & NOBLE, INC.	0480	768595	060	3010	$2,000.00
BARNES & NOBLE, INC.	0700	766152	060	3213	$2,013.00
BARNES & NOBLE, INC.	0765	769101	120	6128	$775.89
BARNES & NOBLE, INC.	1748	759784A	060	6300	$4,072.87
BAUDVILLE	0490	767810	030	7090	$2,816.08
BEE YANG	0700	768969	060	4035	$1,200.00
BELMONT NURSERY	0460	768316	080	8210	$576.59
BELMONT NURSERY	0710	768641	030	0152	$1,000.00
BEST PARTY RENTALS	0055	768955	030	0125	$622.80
BETHESDA APOSTOLIC CHURCH, INC.	0787	767829	060	6500	$1,000.00
BEYNON SPORTS SURFACES, INC.	0919	768689	060	8150	$1,952.00
BIG 5 SPORTING GOODS	0435	763331	030	0172	$2,200.00
BIG 5 SPORTING GOODS CORP.	0150	767882	030	0172	$800.00
BIG 5 SPORTING GOODS CORP.	0790	768493	060	2600	$1,000.00
BIG 5 SPORTING GOODS CORP.	0790	768664	060	2600	$1,000.00
BIG 5 SPORTING GOODS CORP.	0790	768815	060	2600	$2,500.00
BLICK ART MATERIALS	0235	768286	030	0125	$580.82
BLUUM USA, INC.	0710	768252	060	6388	$3,958.07
BOBBY SALAZARS	0225	758371	030	0110	$1,000.00
BOBBY SALAZARS	0811	767979	030	0130	$500.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0700	765781	030	0606	$250.00

BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0710	767755	030	0152	$1,500.00
BOOMERANG PROJECT, THE	0415	768061	030	7090	$6,950.00
BOOMERANG PROJECT, THE	0725	769004	030	0173	$6,490.00
BOSCO FUNDRAISING, LLC	0490	764499	080	8210	$9,976.00
BRAINPOP.COM, LLC	0035	768591	060	3010	$3,515.00
BREAK THE BARRIERS	0791	768747	060	2600	$6,040.00
BRIGHT MORNING CONSULTING, INC.	0702	768589	060	9075	$4,990.00
BRIVIANT, INC.	0888	768073	030	0143	$1,489.40
BSN SPORTS, LLC	0100	768263	030	0172	$828.47
BSN SPORTS, LLC	0125	768762	030	0124	$1,707.18
BSN SPORTS, LLC	0185	767852	070	0761	$803.66
BSN SPORTS, LLC	0185	768147	030	7090	$2,917.35
BSN SPORTS, LLC	0185	768191	070	0761	$1,422.10
BSN SPORTS, LLC	0285	768523	030	0172	$248.50
BSN SPORTS, LLC	0335	767851	030	0125	$1,199.90
BSN SPORTS, LLC	0335	768322	030	0172	$347.90
BSN SPORTS, LLC	0335	768839	030	0172	$1,520.86
BSN SPORTS, LLC	0365	767847	030	0172	$90.83
BSN SPORTS, LLC	0365	768600	030	0172	$562.03
BSN SPORTS, LLC	0415	768020	030	7090	$2,840.39
BSN SPORTS, LLC	0415	768027	030	7090	$3,208.64
BSN SPORTS, LLC	0415	768031	030	7090	$2,248.64
BSN SPORTS, LLC	0415	768152	030	7090	$9,375.64
BSN SPORTS, LLC	0415	768165	030	7090	$4,890.85
BSN SPORTS, LLC	0415	768526	030	7091	$8,156.88
BSN SPORTS, LLC	0445	758376	030	7090	$2,500.00
BULLARD UNIFORMS	0710	768970	060	6388	$866.80
C & H BASEBALL, INC.	0185	768052	680	0851	$8,797.55
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0370	768247	030	7090	$534.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0796	758821	030	0667	$542.00
CADA CENTRAL	0235	768480	030	7090	$2,340.00
CADA CENTRAL	0421	768521	030	0171	$870.00
CADA CENTRAL	0726	768953	030	0606	$560.00
CALIF. ACADEMY OF SCIENCES	0725	767839	030	0173	$1,147.20
CALIF. ACADEMY OF SCIENCES	0725	768181	030	0173	$1,434.00
CALIF. ACADEMY OF SCIENCES	0725	768224	030	0173	$1,015.75
CALIF. ACADEMY OF SCIENCES	0725	768449	030	0173	$836.00
CALIF. ACADEMY OF SCIENCES	0725	768457	030	0173	$1,410.10
CALIF. ACADEMY OF SCIENCES	0725	768460	030	0173	$1,649.10
CALIF. ACADEMY OF SCIENCES	0725	768461	030	0173	$1,673.00
CALIF. ASSOC. OF AFRICAN	0601	768554	030	0500	$650.00
CALIF. COUNCIL FOR THE SOCIAL STUDIES	0395	768558	060	3010	$1,350.00
CALIF. FUTURE BUSINES LEADERS OF AMERICA	0710	768588	030	0152	$500.00
CALIFORNIA ADVOCATE	0755	768960	030	0176	$3,000.00
CALIFORNIA ASSOCIATION FFA	0710	767911	030	0152	$1,473.56
CALIFORNIA ASSOCIATION FFA	0710	768957	030	0152	$4,180.00

CALIFORNIA ASSOCIATION FFA	0710	768958	030	0152	$175.00
CALSPRA	0860	768301	030	0694	$199.00
CALVERT CATERING, DBA APPLE SPICE	0055	758674	030	7090	$4,000.00
CALVERT CATERING, DBA APPLE SPICE	0230	767932	030	0124	$324.83
CALVERT CATERING, DBA APPLE SPICE	0421	768936	060	2600	$455.00
CALVERT CATERING, DBA APPLE SPICE	0700	760755	030	0606	$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0930	768658	030	0720	$720.00
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0265	767845	030	7090	$892.00
CAPTUREIT! IMPRINTING	0415	768244	030	7090	$1,015.40
CAPTUREIT! IMPRINTING	0700	764604	030	0606	$1,000.00
CAPTUREIT! IMPRINTING	0700	765269	030	0606	$1,500.00
CAPTUREIT! IMPRINTING	0700	768605	060	3213	$8,972.34
CAPTUREIT! IMPRINTING	0700	768857	060	3213	$352.14
CAPTUREIT! IMPRINTING	0790	768234	060	2600	$7,086.09
CARNEGIE FOUNDATION	0795	768519	060	3182	$695.00
CASA CORONA	0125	768032	030	0124	$800.00
CASA CORONA	0370	768369	030	7090	$353.56
CASA CORONA	0420	767774	030	7090	$125.00
CASA CORONA	0895	768354	030	0716	$450.00
CAT KROSSCHELL	0260	767818	060	2600	$700.00
CATE/CALIF. ASSOC TEACHERS OF ENGLISH	0145	769045	030	7090	$300.00
CATE/CALIF. ASSOC TEACHERS OF ENGLISH	0235	768026	030	7090	$350.00
CATE/CALIF. ASSOC TEACHERS OF ENGLISH	0235	768088	030	7090	$1,050.00
CCAA	0102	766149	030	0172	$147.00
CCAA	0335	768273	030	0172	$2,012.00
CDE	0758	767961	060	4203	$240.00
CDW GOVERNMENT, INC.	0130	767807	030	7090	$1,062.41
CDW GOVERNMENT, INC.	0235	768798	030	7090	$225.37
CDW GOVERNMENT, INC.	0235	769102	030	7090	$250.29
CDW GOVERNMENT, INC.	0423	767806	030	0115	$178.78
CDW GOVERNMENT, INC.	0480	768106	030	7090	$1,732.52
CDW GOVERNMENT, INC.	0510	768385	030	7090	$3,187.24
CDW GOVERNMENT, INC.	0565	768245	030	7090	$68.94
CDW GOVERNMENT, INC.	0565	768811	030	7090	$1,064.26
CDW GOVERNMENT, INC.	0601	768603	030	0500	$1,213.02
CDW GOVERNMENT, INC.	0617	768016	030	0675	$207.60
CDW GOVERNMENT, INC.	0617	768882	030	0675	$309.34
CDW GOVERNMENT, INC.	0700	768363	030	0606	$133.09
CDW GOVERNMENT, INC.	0700	768616	030	0606	$169.95
CDW GOVERNMENT, INC.	0700	768616	060	3010	$169.94
CDW GOVERNMENT, INC.	0700	768786	030	0606	$424.94
CDW GOVERNMENT, INC.	0703	768133	030	0606	$65.50
CDW GOVERNMENT, INC.	0710	768618	060	6388	$838.63
CDW GOVERNMENT, INC.	0710	768993	060	6388	$1,062.41
CDW GOVERNMENT, INC.	0790	768810	060	2600	$2,979.63
CDW GOVERNMENT, INC.	0850	768264	030	0680	$408.13
CDW GOVERNMENT, INC.	0850	768416	060	6331	$274.13

CDW GOVERNMENT, INC.	0850	768812	030	0681	$127.88
CDW GOVERNMENT, INC.	0852	768249	030	0679	$249.75
CDW GOVERNMENT, INC.	0860	768983	030	0694	$1,392.65
CDW GOVERNMENT, INC.	0889	768596	030	0709	$2,364.32
CDW GOVERNMENT, INC.	0889	768814	030	0709	$1,366.43
CDW GOVERNMENT, INC.	0905	768107	030	0738	$803.69
CDW GOVERNMENT, INC.	0905	768107	060	8150	$803.68
CDW GOVERNMENT, INC.	0919	768996	060	8150	$1,062.91
CDW GOVERNMENT, INC.	1005	768807	060	3010	$249.74
CDW GOVERNMENT, INC.	1035	768795	060	3010	$413.05
CDW GOVERNMENT, INC.	1035	768820	060	3010	$836.03
CDW GOVERNMENT, INC.	1145	767808	350	0917	$3,533.37
CDW GOVERNMENT, INC.	1175	768109	060	3010	$455.88
CDW GOVERNMENT, INC.	1891	768854	030	0716	$1,917.80
CEFERINO, DOLORES LOPEZ	0919	768833	060	8150	$2,500.00
CEFERINO, DOLORES LOPEZ	1145	768049	350	0913	$9,850.00
CEFERINO, DOLORES LOPEZ	1210	768036	350	0917	$4,500.00
CEFERINO, DOLORES LOPEZ	1705	768037	350	0917	$7,500.00
CENGAGE LEARNING	1748	768774	060	6300	$3,218.53
CENTRAL EAST HIGH SCHOOL	0145	769009	030	0172	$1,250.00
CENTRAL HIGH SCHOOL	0055	767860	030	0172	$400.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	762501	030	0716	$321.76
CENTRAL SANITARY SUPPLY CO., INC.	1891	767931	030	0716	$2,795.43
CENTRAL SANITARY SUPPLY CO., INC.	1910	761106	130	5310	$213.68
CENTRAL SANITARY SUPPLY CO., INC.	1910	763327	130	5310	$296.69
CENTRAL STAR MARKETING, LLC	0185	768973	060	2600	$5,000.00
CENTRAL STAR MARKETING, LLC	0701	768870	030	0606	$1,426.95
CENTRAL STAR MARKETING, LLC	0701	768873	030	0606	$537.04
CENTRAL VALLEY SPORTS STITCH & INK	0005	768277	030	7090	$423.00
CENTRAL VALLEY SPORTS STITCH & INK	0127	768439	030	0171	$171.19
CENTRAL VALLEY SPORTS STITCH & INK	0421	768366	030	7090	$4,870.00
CENTRAL VALLEY SPORTS STITCH & INK	0421	769053	030	7090	$3,250.00
CENTRAL VALLEY SPORTS STITCH & INK	0421	769090	060	2600	$2,175.67
CENTRAL VALLEY SPORTS STITCH & INK	0510	768268	030	7090	$2,472.55
CENTRAL VALLEY SPORTS STITCH & INK	1421	769052	030	0500	$8,500.00
CHA, LUCAS	0930	768989	030	0720	$64.00
CHILDREN'S PLUS, INC.	0120	768093	060	3010	$275.63
CHILDREN'S PLUS, INC.	0225	768575	030	7090	$223.39
CHILDREN'S PLUS, INC.	1005	768494	060	3010	$2,422.05
CHILDREN'S PLUS, INC.	1175	768128	060	3010	$5,972.50
CHILDREN'S PLUS, INC.	1200	768737	060	3010	$2,602.93
CHILDREN'S PLUS, INC.	1430	768091	060	3010	$6,396.84
CHILDREN'S PLUS, INC.	1485	768484	060	3010	$7,363.78
CHILDS AND CO., INC.	1455	768813	060	3213	$603.81
CHILDS AND CO., INC.	1475	768822	060	3213	$603.81
CHOCOLATE WISHES AND TREATS	0475	768353	030	7090	$475.00
CIF CENTRAL SECTION	0185	768896	030	0172	$140.00

CINTAS CORP. NO. 2	0919	768491	060	8150	$2,000.00
CITY OF FRESNO PARCS	0725	767958	030	0172	$2,620.00
CITY OF FRESNO/POLICE DEPT.	0235	768168	030	0123	$77.18
CKEPUSA, LLC	1910	769126	130	5310	$67.88
CLAY MIX	0421	768408	030	7090	$2,700.00
CLAY MIX	0727	767800	030	0169	$400.00
CLOVIS GLASS CO., INC.	0919	768692	060	8150	$7,237.43
CLOVIS UNIF. SCH. DIST./REGIONAL	0725	767738	030	0173	$9,996.00
COLE ELECTRIC, LLC	0395	768860	030	7090	$1,950.00
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	769099	120	6128	$3,568.13
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	768463	060	6500	$2,226.60
COMPASS GROUP USA, INC. DBA CHARTWELLS HIGHER EDUCATION	0706	768846	060	7412	$1,313.81
CONNER ATHLETIC PRODUCTS, INC.	0055	768231	030	0125	$338.54
CONNER ATHLETIC PRODUCTS, INC.	0055	768718	030	0172	$330.55
COOKS COMMUNICATIONS	0445	769061	030	7090	$612.18
CORE BUSINESS INTERIORS, INC.	0700	768621	030	0606	$704.39
CORE BUSINESS INTERIORS, INC.	0700	768621	060	3010	$704.38
CORE BUSINESS INTERIORS, INC.	0710	767441	060	6388	$1,274.78
CORE BUSINESS INTERIORS, INC.	0855	768998	030	0670	$1,159.12
CORNERSTONE TEAM SPORTS, INC.	0335	769058	030	0172	$287.13
CORWIN PRESS	0325	767926	030	7099	$568.77
CORWIN PRESS	0702	768112	060	9075	$3,534.85
CORWIN PRESS	0702	768444	060	9075	$1,655.57
COSCO FIRE PROTECTION, INC.	0919	768465	060	8150	$500.00
COURTESY MOVING SERVICE	1145	701371B	350	0913	$1,385.00
CPM EDUCATIONAL PROGRAM	0123	768481	030	7090	$35.50
CPM EDUCATIONAL PROGRAM	0123	768481	060	3010	$319.50
CRESCO	1910	768642	130	5310	$5,000.00
CRESCO	1910	768912	060	7028	$495.48
CRESCO	1910	769110	130	5310	$5,610.76
CRESTLINE SPECIALTIES, INC.	0710	768101	060	6388	$6,166.46
CRESTLINE SPECIALTIES, INC.	0710	768715	060	6388	$763.99
CROMER, INC.	0897	769077	030	0716	$1,183.19
CRUMBL COOKIES	0790	768981	060	2600	$500.00
DAVE & BUSTERS	0702	768325	060	9075	$1,599.38
DAVE'S DONUT SHOP	0500	767977	030	7091	$251.82
DAVID SOTO JR.	0415	767796	030	7090	$1,800.00
DAVID SOTO JR.	0423	767793	070	0761	$1,200.00
DBQ PROJECT	0241	768033	030	7090	$9,751.50
DECKER EQUIPMENT	0530	769001	030	0172	$255.10
DELANEY EDUCATIONAL ENTERPRISE	0208	768435	030	0110	$272.85
DELANEY EDUCATIONAL ENTERPRISE	0385	768789	060	3010	$5,429.82
DELANEY EDUCATIONAL ENTERPRISE	1385	768790	060	3010	$4,002.33
DELI DELICIOUS	0480	768636	080	8210	$565.91
DELI DELICIOUS	0700	759821	030	0606	$250.00
DELI DELICIOUS	0930	768555	030	0720	$300.00

DEMCO, INC.	0030	767877	030	0625	$1,857.94
DEMCO, INC.	0100	769096	030	0625	$788.68
DEMCO, INC.	0445	769065	030	0625	$2,216.17
DEMCO, INC.	0480	768528	060	3010	$2,023.52
DEMCO, INC.	0567	767998	060	3010	$1,464.76
DEMCO, INC.	1210	768610	060	3010	$79.00
DEMCO, INC.	1270	767855	060	3010	$1,667.14
DEMCO, INC.	1330	768236	060	3010	$1,704.36
DEMCO, INC.	1422	768797	060	3010	$426.42
DESTINATION IMAGINATION, INC.	0417	767883	030	0171	$260.00
DEVELOPMENT GROUP, INC.	0886	768828	030	0140	$7,072.93
DICICCO'S	0005	768028	030	0110	$893.00
DICICCO'S	0495	767827	030	7090	$722.54
DICICCO'S	0700	759818	030	0606	$250.00
DICICCOS ITALIAN RESTAURANT	0421	768935	060	2600	$490.00
DISCOUNT SCHOOL SUPPLY	0580	768809	030	7099	$2,053.46
DISCOVERY CENTER, THE	0725	768357	030	0173	$965.00
DISCOVERY EDUCATION	0195	767928	030	7090	$2,323.50
DK HARDWARE SUPPLY, LLC	0919	768698	060	8150	$6,593.47
DL SIGN SYSTEMS	0185	767783	030	0171	$855.12
DL SIGN SYSTEMS	0450	767938	030	7090	$241.70
DL SIGN SYSTEMS	0706	768755	060	7412	$958.90
DL SIGN SYSTEMS	0706	769082	060	7412	$1,242.26
DONALD KEITH CAPPELLUTI	0145	768276	060	6385	$1,835.93
DONALD KEITH CAPPELLUTI	0710	767778	060	6388	$537.58
DRAKE UNIVERSITY	0385	768599	030	7099	$1,564.66
DR-GRAPHIX	1910	768560	130	5310	$3,000.00
DUMONT PRINTING, INC.	0710	767300	030	0194	$5,472.76
DUMONT PRINTING, INC.	0710	768866	030	0152	$3,841.33
DUTCH BROS COFFEE FRESNO	0045	768964	060	2600	$1,000.00
DUTCH BROS COFFEE FRESNO	0055	769042	060	2600	$2,500.00
DUTCH BROS COFFEE FRESNO	0235	767831	030	7090	$2,000.00
DUTCH BROS COFFEE FRESNO	0235	768659	060	2600	$1,000.00
DUTCH BROS COFFEE FRESNO	0335	768374	060	2600	$1,101.00
DUTCH BROS COFFEE FRESNO	0355	768557	060	2600	$600.00
DUTCH BROS COFFEE FRESNO	0421	768933	060	2600	$1,000.00
DUTCH BROS COFFEE FRESNO	0423	768922	060	2600	$300.00
DUTCH BROS COFFEE FRESNO	0445	768709	060	2600	$235.00
EDCITE, INC.	0241	768565	030	7090	$4,450.00
EDPUZZLE, INC.	0421	769093	060	3010	$2,450.00
EKC ENTERPRISES, INC.	0919	768844	060	8150	$1,163.17
EKC ENTERPRISES, INC.	0919	769068	030	0171	$2,106.77
EKC ENTERPRISES, INC.	1055	768019	350	0913	$3,917.65
EKC ENTERPRISES, INC.	1145	768018	350	0913	$3,917.65
EKC ENTERPRISES, INC.	1235	745066A	350	0916	$836.09
EKC ENTERPRISES, INC.	1421	768022	350	0913	$3,917.65
EKC ENTERPRISES, INC.	1561	768842	350	0917	$701.00

ENABLING DEVICES, INC.	0785	767861	060	6500	$463.35
ENABLING DEVICES, INC.	0785	768613	060	6500	$474.19
ENVIRO CLEAN	0395	767951	030	0172	$3,610.22
ENVIRO CLEAN	1891	768164	030	0716	$2,869.11
EPIC SPORTS	0725	768948	030	0173	$1,468.45
ES FOODS, INC.	1910	768614	130	5310	$410.00
ESTRELLITA	0701	768625	060	3213	$1,499.00
EVO BLUESTEIN	0385	768030	030	7099	$3,000.00
EXECUTIVE CATERING	0130	758499	030	7090	$2,000.00
EXPLORE LEARNING, LLC	0102	767864	030	0625	$828.00
EXPLORE LEARNING, LLC	0145	767997	030	7099	$5,520.00
EXPO AUDIO VISUAL	0888	767974	030	0143	$435.00
EXPO PARTY RENTAL & SALES	0145	768043	030	7090	$5,045.90
EXPO PARTY RENTAL & SALES	0888	767972	030	0140	$1,129.68
FAN IN A BOX, LLC	0150	768719	030	0113	$1,710.56
FAN IN A BOX, LLC	0335	768159	030	7091	$1,793.94
FAN IN A BOX, LLC	0460	768367	030	7090	$1,508.55
FARMERS LUMBER & SUPPLY	0919	768514	060	8150	$6,037.79
FCOE/ACADEMIC DECATHLON	0235	767976	030	7090	$1,000.00
FEC MANAGEMENT, LLC DBA X LANES FRESNO	0755	767732	030	0176	$1,144.10
FIREBAUGH HIGH SCHOOL	0335	768270	030	0172	$300.00
FIREBAUGH HIGH SCHOOL	0335	768550	030	0172	$275.00
FIRST STRING SPORTS	0105	768183	030	0172	$1,395.06
FIRST STRING SPORTS	0105	768221	030	0172	$2,430.08
FIRST STRING SPORTS	0130	768241	030	0125	$500.00
FIRST STRING SPORTS	0135	762773	030	0172	$1,500.00
FIRST STRING SPORTS	0185	767854	680	0851	$1,656.62
FIRST STRING SPORTS	0235	767884	030	0172	$1,795.41
FIRST STRING SPORTS	0235	768217	030	0172	$2,211.00
FIRST STRING SPORTS	0415	767834	030	7090	$1,735.23
FIRST STRING SPORTS	0445	767363	030	0115	$9,000.00
FIRST STRING SPORTS	0550	768532	060	2600	$1,250.00
FIRST STRING SPORTS	0790	768773	060	2600	$401.74
FIRST STRING SPORTS	0790	768793	060	2600	$2,500.00
FIRST STRING SPORTS	1891	769072	030	0716	$1,115.25
FITNESS FINDERS, INC.	0530	767862	030	7090	$456.96
FLINN SCIENTIFIC, INC.	0125	768235	030	7090	$193.21
FLINN SCIENTIFIC, INC.	0125	768235	060	3010	$599.94
FLINN SCIENTIFIC, INC.	0335	768583	030	0125	$742.58
FLINN SCIENTIFIC, INC.	0335	768584	030	0125	$999.20
FLINN SCIENTIFIC, INC.	0335	768945	030	0125	$995.38
FLINN SCIENTIFIC, INC.	1748	768690	060	6300	$1,615.23
FOCUS PACKAGING & SUPPLY CO.	1910	766959	130	5310	$1,347.01
FOLEY, STEVEN JAMES	1250	696852	350	0916	$5,000.00
FOLLETT HIGHER EDUCATION GROUP, INC.	0710	768308	060	6388	$2,729.72
FOLLETT SCHOOL SOLUTIONS, INC.	0335	768992	030	7091	$865.50
FOLLETT SCHOOL SOLUTIONS, INC.	0395	768433	030	0625	$2,488.34

FOLLETT SCHOOL SOLUTIONS, INC.	0395	768788	030	0624	$3,084.90
FOLLETT SCHOOL SOLUTIONS, INC.	0423	768092	030	0625	$3,998.71
FOLLETT SCHOOL SOLUTIONS, INC.	1005	768837	060	3010	$1,086.52
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1055	768990	350	0917	$2,150.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1445	768574	350	0917	$3,500.00
FRED PRYOR SEMINARS	0810	768776	030	0649	$248.00
FREESTYLE EVENT SERVICES	0185	768299	030	0171	$2,750.00
FRESNO AG HARDWARE	0185	768702	030	0125	$750.00
FRESNO AG HARDWARE	0710	768656	030	0152	$200.00
FRESNO AG HARDWARE	0710	768704	030	0152	$200.00
FRESNO AG HARDWARE	0710	768768	060	6388	$500.00
FRESNO BREAKFAST HOUSE, LLC	0445	768184	030	7090	$3,000.00
FRESNO BREAKFAST HOUSE, LLC	0701	766189	030	0606	$4,000.00
FRESNO CHAFFEE ZOO CORPORATION	0725	768512	030	0173	$1,885.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0241	768057	030	7090	$375.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0241	768076	030	7090	$2,625.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0395	768005	030	7090	$1,000.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0412	769023	060	4035	$2,500.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0421	768818	030	7090	$1,050.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0450	769029	030	7099	$1,000.00
FRESNO EQUIPMENT COMPANY	0235	767711	030	0181	$2,093.93
FRESNO HIGH SCHOOL	0421	768899	030	0172	$650.00
FRESNO METROPOLITAN MINISTRY	0145	767833	030	0643	$126.00
FRESNO OXYGEN	0710	767516	060	6388	$6,000.00
FRESNO PUMP & SUPPLY, INC.	0919	768700	060	8150	$2,336.51
FRESNO PUMP & SUPPLY, INC.	0919	768744	060	8150	$328.08
FRESNO WARRIORS BASEBALL	0145	769013	030	0172	$650.00
FUNWORKS/KAREN GAINES	0035	767940	030	7099	$425.00
FUNWORKS/KAREN GAINES	0495	768470	030	0171	$900.00
FUTURE BUSINESS LEADERS OF AMERICA	0710	768318	030	0152	$300.00
G W SCHOOL SUPPLY	0005	767945	030	0110	$25.00
G W SCHOOL SUPPLY	0030	768464	030	0643	$250.00
G W SCHOOL SUPPLY	0045	767782	030	0113	$400.00
G W SCHOOL SUPPLY	0045	767787	030	0113	$891.00
G W SCHOOL SUPPLY	0045	767789	030	0113	$481.00
G W SCHOOL SUPPLY	0045	767792	030	0113	$391.00
G W SCHOOL SUPPLY	0045	767794	030	0113	$291.00
G W SCHOOL SUPPLY	0045	767797	030	0113	$491.00
G W SCHOOL SUPPLY	0045	767798	030	0113	$541.00
G W SCHOOL SUPPLY	0045	767799	030	0113	$150.00
G W SCHOOL SUPPLY	0045	768080	030	0113	$891.00
G W SCHOOL SUPPLY	0045	768081	030	0113	$445.50
G W SCHOOL SUPPLY	0045	768083	030	0113	$891.00
G W SCHOOL SUPPLY	0045	768084	030	0113	$491.00
G W SCHOOL SUPPLY	0045	768085	030	0113	$450.50
G W SCHOOL SUPPLY	0045	768086	030	0113	$450.50
G W SCHOOL SUPPLY	0045	768291	030	0113	$300.00

G W SCHOOL SUPPLY	0045	768292	030	0113	$450.50
G W SCHOOL SUPPLY	0045	768293	030	0113	$450.50
G W SCHOOL SUPPLY	0045	768297	030	0113	$150.00
G W SCHOOL SUPPLY	0045	768328	030	0113	$550.00
G W SCHOOL SUPPLY	0095	769084	060	2600	$1,200.00
G W SCHOOL SUPPLY	0098	768409	030	7090	$500.00
G W SCHOOL SUPPLY	0135	768414	060	3010	$500.00
G W SCHOOL SUPPLY	0155	768425	030	0113	$283.00
G W SCHOOL SUPPLY	0155	768780	030	0113	$500.00
G W SCHOOL SUPPLY	0160	768087	060	6500	$200.00
G W SCHOOL SUPPLY	0170	768011	030	7090	$300.00
G W SCHOOL SUPPLY	0175	768006	030	0110	$400.00
G W SCHOOL SUPPLY	0237	768783	060	2600	$200.00
G W SCHOOL SUPPLY	0290	767781	030	0113	$600.00
G W SCHOOL SUPPLY	0295	768468	030	7090	$1,000.00
G W SCHOOL SUPPLY	0295	768469	030	7090	$1,000.00
G W SCHOOL SUPPLY	0295	768471	030	7090	$1,000.00
G W SCHOOL SUPPLY	0295	768472	030	7090	$1,000.00
G W SCHOOL SUPPLY	0295	768473	030	7090	$100.00
G W SCHOOL SUPPLY	0305	768670	030	0171	$400.00
G W SCHOOL SUPPLY	0315	768437	030	0643	$500.00
G W SCHOOL SUPPLY	0330	768008	030	0643	$1,000.00
G W SCHOOL SUPPLY	0330	768571	060	2600	$1,000.00
G W SCHOOL SUPPLY	0340	768009	060	6500	$200.00
G W SCHOOL SUPPLY	0340	768113	030	7090	$200.00
G W SCHOOL SUPPLY	0340	768475	060	2600	$300.00
G W SCHOOL SUPPLY	0355	769022	030	7090	$400.00
G W SCHOOL SUPPLY	0385	768386	030	0171	$500.00
G W SCHOOL SUPPLY	0450	769018	060	2600	$1,800.00
G W SCHOOL SUPPLY	0460	767955	030	7090	$300.00
G W SCHOOL SUPPLY	0480	768622	030	0192	$250.00
G W SCHOOL SUPPLY	0530	768516	030	7090	$500.00
G W SCHOOL SUPPLY	0550	768477	060	2600	$1,250.00
G W SCHOOL SUPPLY	0552	768681	060	2600	$1,000.00
G W SCHOOL SUPPLY	0553	768411	060	6500	$50.00
G W SCHOOL SUPPLY	0553	768412	060	6500	$50.00
G W SCHOOL SUPPLY	0553	768415	030	0171	$511.00
G W SCHOOL SUPPLY	0553	768524	060	6500	$50.00
G W SCHOOL SUPPLY	0790	768104	060	4124	$165.30
G W SCHOOL SUPPLY	0791	768855	060	2600	$600.00
G W SCHOOL SUPPLY	1070	768384	030	0192	$500.00
G W SCHOOL SUPPLY	1370	765704	060	3010	$400.00
G W SCHOOL SUPPLY	1410	768349	030	0192	$500.00
G W SCHOOL SUPPLY	1410	768362	030	0192	$500.00
G W SCHOOL SUPPLY	1435	768169	060	3010	$400.00
G W SCHOOL SUPPLY	1480	768428	030	0192	$500.00
GCB1, INC., DBA GC BUILDERS	1060	768453	350	0917	$5,500.00

GCB1, INC., DBA GC BUILDERS	1130	768034	350	0912	$5,670.00
GCB1, INC., DBA GC BUILDERS	1250	768010	350	0916	$5,420.00
GCB1, INC., DBA GC BUILDERS	1921	768387	030	0734	$5,475.00
GEIL ENTERPRISES, INC.	0885	767835	030	0140	$5,000.00
GOLD STAR FOODS, INC.	0005	761042	130	5370	$535.00
GOLD STAR FOODS, INC.	0470	761061	130	5370	$35.00
GOLD STAR FOODS, INC.	1910	768240	130	5310	$1,611.20
GOLD STAR FOODS, INC.	1910	768529	130	5310	$725.50
GOLDEN WEST HIGH SCHOOL	0335	768275	030	0172	$350.00
GOLF CAR CENTRAL SERVICE	0055	764416	030	7090	$4,000.00
GOLF CAR CENTRAL SERVICE	0208	767881	030	7090	$500.00
GOLF CAR CENTRAL SERVICE	0445	769079	030	7090	$3,000.00
GOPHER	0005	768173	030	7091	$2,897.88
GOPHER	0165	767885	030	0172	$652.35
GOPHER	0235	768225	030	0125	$1,811.68
GOPHER	0415	768194	030	0171	$1,361.91
GOPHER	0460	769006	030	7090	$1,873.87
GOPHER SPORT	0320	768227	030	0172	$231.26
GORDON INDUSTRIAL SUPPLY, INC.	0710	768861	060	6388	$1,952.38
GORDON INDUSTRIAL SUPPLY, INC.	1910	760823	130	5310	$3,000.00
GOTTSCHALK MUSIC CENTER	0415	768110	030	7090	$446.67
GOTTSCHALK MUSIC CENTER	0727	768336	030	0168	$210.00
GOTTSCHALK MUSIC CENTER	0727	768338	030	0168	$245.00
GOTTSCHALK MUSIC CENTER	0727	768339	030	0168	$120.00
GRAINGER, INC.	0919	769112	060	8150	$4,542.37
GRAINGER, INC.	1145	768819	350	0917	$2,233.77
GRAINGER, INC.	1145	769088	350	0917	$2,233.77
GRAINGER, INC.	1910	760808	130	5310	$9,000.00
GRAPHIC COMMUNICATION	1891	767813	030	0716	$904.00
GRAPHIC COMMUNICATION	1891	768280	030	0716	$586.00
GRAPHIC COMMUNICATION	1891	769039	030	0716	$825.00
GRAYBAR ELECTRIC, INC.	0852	768122	030	0315	$144.28
GRAYBAR ELECTRIC, INC.	1787	769087	350	0917	$4,563.67
GRUMPY'S CONCRETE, INC.	1435	768963	350	0917	$9,865.42
GRUMPY'S CONCRETE, INC.	1895	768065	060	3213	$8,580.00
GRUMPY'S CONCRETE, INC.	1895	768845	060	3213	$3,385.00
GUITAR CENTER STORE, INC.	0727	768340	030	0168	$160.00
GUIZAR, PAMELA	0370	768834	030	7090	$224.75
HARRISON BROS, INC.	0185	768289	030	0171	$509.41
HARRISON BROS, INC.	0235	768300	030	0172	$1,012.75
HARRISON BROS, INC.	0335	767876	030	0171	$379.66
HARVARD HOUSE	0727	768341	030	0168	$500.00
HARVARD HOUSE	0727	768580	030	0168	$345.00
HCNYC	0765	768738	030	0192	$835.00
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	768905	030	0716	$5,317.63
HEARST CASTLE	0710	768078	030	0152	$860.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0210	760894	030	7091	$200.00

HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0235	768663	060	2600	$52.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0320	768089	030	0110	$240.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0340	768507	060	2600	$100.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0445	768712	060	2600	$250.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0700	765878	030	0606	$100.00
HENRY SCHEIN, INC.	0145	768829	030	7090	$430.93
HENRY SCHEIN, INC.	0710	767994	060	6388	$1,974.61
HEWITT'S RESTAURANT	0355	768443	030	7090	$942.65
HEWITT'S RESTAURANT	0795	763807	030	0705	$1,372.21
HILLCREST FARM	0725	768515	030	0173	$1,746.00
HL CORPORATION	0055	768518	030	0172	$567.45
HL CORPORATION	0235	767853	030	0172	$238.40
HOBBY TOWN U S A	0230	767686	030	7090	$500.00
HOBBY TOWN U S A	0710	768585	060	6388	$1,200.00
HOOVER HIGH STUDENT BODY	0395	768821	030	0172	$550.00
HORN PHOTO, INC.	0400	767875	030	7394	$519.86
HORN SHOP, THE	0727	768343	030	0168	$245.00
HORN SHOP, THE	1400	761456	030	7394	$1,000.00
HUNGRY BEAR, INC.	0241	768004	030	0172	$2,500.00
HUNGRY BEAR, INC.	0340	768495	060	2600	$200.00
HUNGRY HOWIE'S	0335	768370	060	2600	$300.00
IDEAL SAW WORKS	0919	768701	060	8150	$1,982.79
IG WHOLESALE FLORIST	0710	768513	030	0152	$200.00
IHEARTMEDIA + ENTERTAINMENT, INC.	0790	769106	060	2600	$5,000.00
IMAGESTUFF.COM	0005	768007	030	7090	$2,249.68
INGRAHAM TROPHIES	0385	768012	030	0171	$108.54
INNOVATION COMMERCIAL FLOORING	1100	758603A	350	0917	$3,445.39
INQUIRY ADVENTURES	0810	NR000048022	030	0649	$5,000.00
INTELLIGENT MARKING USA, INC.	0145	768446	030	0125	$8,000.00
IPT, INC.	0919	768843	060	8150	$8,993.05
J & E RESTAURANT SUPPLY, INC.	0355	768876	030	0113	$4,089.01
J & E RESTAURANT SUPPLY, INC.	1910	769113	130	5310	$1,330.01
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0020	768440	030	0110	$1,044.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0030	768046	030	7090	$606.76
J W PEPPER & SONS, INC.	0727	768330	030	0168	$245.00
J W PEPPER & SONS, INC.	0727	768344	030	0168	$110.00
J W PEPPER & SONS, INC.	0727	768345	030	0168	$100.00
J W PEPPER & SONS, INC.	0727	768360	030	0168	$150.00
J W PEPPER & SONS, INC.	0727	768639	030	0168	$180.00
J W PEPPER & SONS, INC.	1400	761467	030	7394	$1,000.00
JACQUELINE MARIE TEIXEIRA	0412	769025	060	4035	$2,500.00
JAZZ FRESNO	0090	768467	030	0110	$450.00
JENSEN & PILEGARD STORE 2	0710	769114	060	6388	$2,246.21
JERICO FIRE PROTECTION	0919	768377	060	8150	$3,715.00
JERICO FIRE PROTECTION	0919	768378	060	8150	$1,170.00
JOHN'S INCREDIBLE PIZZA CO.	0095	769035	060	2600	$1,983.70
JOHN'S INCREDIBLE PIZZA CO.	0102	767975	030	2430	$448.00

JOHN'S INCREDIBLE PIZZA CO.	0785	767425	060	9018	$600.00
JOHNSTON INDUSTRIAL	0919	767784	060	8150	$3,337.18
JORGENSEN & COMPANY, INC.	0755	769105	030	0176	$1,800.37
JORGENSEN & COMPANY, INC.	1912	768476	130	5310	$1,276.44
JUNIOR LIBRARY GUILD	0140	768733	060	3010	$3,982.39
JUNIOR LIBRARY GUILD	0170	768986	030	0625	$4,611.50
JUNIOR LIBRARY GUILD	1435	767874	060	3010	$1,017.52
KEY-BAK	0919	768695	060	8150	$1,083.50
KIKKU JAPANESE	0700	759819	030	0606	$500.00
KILNERS, INC.	0785	768831	060	3305	$4,687.51
KNOWBUDDY RESOURCES	0475	767801	030	0625	$685.34
KONA ICE OF CLOVIS, LLC	0145	768302	030	7090	$500.00
KONA ICE OF CLOVIS, LLC	0200	768932	060	2600	$1,000.00
LA IMPERIAL TAQUERIA	0095	768918	060	2600	$1,094.77
LA IMPERIAL TAQUERIA	0230	767795	030	0124	$1,052.76
LA IMPERIAL TAQUERIA	0230	768907	030	7090	$2,807.35
LAKESHORE LEARNING MATERIALS	0005	768429	030	7090	$2,156.03
LAKESHORE LEARNING MATERIALS	0035	768423	030	7099	$1,348.37
LAKESHORE LEARNING MATERIALS	0155	768317	030	0113	$86.55
LAKESHORE LEARNING MATERIALS	0155	768321	030	0113	$748.49
LAKESHORE LEARNING MATERIALS	0155	768445	030	0113	$1,375.06
LAKESHORE LEARNING MATERIALS	0175	768214	030	0110	$590.61
LAKESHORE LEARNING MATERIALS	0215	768319	030	0113	$1,161.43
LAKESHORE LEARNING MATERIALS	0225	768189	030	0172	$120.14
LAKESHORE LEARNING MATERIALS	0225	768934	030	7090	$711.92
LAKESHORE LEARNING MATERIALS	0320	768311	030	7090	$141.49
LAKESHORE LEARNING MATERIALS	0701	767878	060	3213	$551.75
LAKESHORE LEARNING MATERIALS	0701	768677	060	3213	$1,511.22
LAKESHORE LEARNING MATERIALS	0765	769117	120	6128	$2,158.91
LAKESHORE LEARNING MATERIALS	0765	769118	120	6128	$2,158.91
LAKESHORE LEARNING MATERIALS	0765	769119	120	6128	$2,158.91
LAKESHORE LEARNING MATERIALS	0765	769120	120	6128	$2,158.91
LAKESHORE LEARNING MATERIALS	0765	769122	120	6128	$2,158.91
LAKESHORE LEARNING MATERIALS	0765	769123	120	6128	$2,158.91
LAKESHORE LEARNING MATERIALS	0765	769124	120	6128	$2,158.91
LAKESHORE LEARNING MATERIALS	0790	767933	060	2600	$6,669.50
LARRY A. LIVERMORE	0235	768678	030	0172	$761.82
LAZ KARP ASSOCIATES, LLC	0755	761734	030	0176	$250.00
LAZ KARP ASSOCIATES, LLC	0855	768278	030	0670	$1,500.00
LAZ KARP ASSOCIATES, LLC	0855	768285	030	0670	$40.00
LAZ KARP ASSOCIATES, LLC	0860	768841	030	0694	$300.00
LEARNING A-Z	0500	768420	030	7099	$234.00
LELA'S PIZZERIA, LLC	0550	768549	060	2600	$1,250.00
LEMOORE HIGH SCHOOL	0185	768586	030	0172	$70.00
LEONARDO NICHOLS	0045	768967	060	2600	$2,000.00
LEONARDO NICHOLS	0235	768675	060	2600	$1,700.00
LEVEL THE PLAYING FIELD	0860	769057	030	0694	$1,000.00

LIBERTY HIGH SCHOOL	0335	768269	030	0172	$425.00
LIBERTY HIGH SCHOOL	0335	768320	030	0172	$325.00
LIBOTA MBONDA	0755	767986	060	3213	$350.00
LIBRARY STORE, THE	0470	768567	060	3010	$946.33
LILY'S CAFE	0700	759823	030	0606	$500.00
LILY'S CAFE	0702	768965	060	9075	$3,000.00
LILY'S CAFE	0805	767886	030	0140	$1,000.00
LINDSAY ELECTRIC COMPANY	1325	767981	350	0917	$8,451.30
LINKA CORPORATION	0020	768914	060	2600	$126.50
LINKA CORPORATION	0030	768653	030	7090	$302.50
LINKA CORPORATION	0045	768976	060	2600	$175.00
LINKA CORPORATION	0230	767934	030	0124	$175.00
LINKA CORPORATION	0340	768546	060	2600	$250.00
LINKA CORPORATION	0355	767912	030	0110	$69.44
LINKA CORPORATION	0355	767912	030	0111	$798.56
LINKA CORPORATION	0421	768937	060	2600	$280.00
LINKA CORPORATION	0430	768050	030	7090	$1,000.00
LINKA CORPORATION	0445	768708	060	2600	$165.00
LINKEDIN CORPORATION	0887	769071	030	0140	$7,125.00
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0005	768243	030	7090	$1,035.52
LITHIA FORD	0755	768946	030	0176	$500.00
LOS BANOS HIGH SCHOOL	0335	768553	030	0172	$325.00
LOWE'S	0145	768703	030	7090	$805.05
LOWE'S	0150	768637	030	0734	$500.00
LOWE'S	0340	769078	060	2600	$1,000.00
LOWE'S	0510	769044	030	7090	$2,000.00
LOWE'S	0710	768838	060	6388	$1,500.00
LOWE'S	0852	764426A	030	0315	$2,000.00
LOWE'S	1895	768055	030	0717	$1,647.45
LOWE'S	1910	769115	130	5310	$1,372.21
MAD ILLUSTRATORS	0260	768003	030	0110	$300.00
MAD ILLUSTRATORS	0260	769063	030	0172	$725.95
MADERA HIGH SCHOOL	0055	767863	030	0172	$325.00
MADERA SOUTH HIGH SCHOOL	0335	768556	030	0172	$375.00
MAGNETAR.US, INC.	0919	769054	060	8150	$1,000.00
MAMA MIA PIZZERIA	0075	767930	030	0110	$1,100.00
MAMA MIA PIZZERIA	0165	768368	080	8210	$850.00
MAMA MIA PIZZERIA	0465	768307	030	7090	$1,500.00
MANCHESTER CENTER	0701	768959	060	3213	$1,725.00
MARIACHI CONNECTION, INC.,THE	0417	768561	030	0171	$1,907.37
MARIACHI CONNECTION, INC.,THE	0510	768883	030	7090	$1,715.98
MARIAS TACOS	0102	768632	030	0172	$1,800.00
MASON CREST PUBLISHERS	0235	768432	030	0625	$276.97
MC GRAW-HILL EDUCATION, INC.	0430	768314	030	7090	$635.54
MC GRAW-HILL EDUCATION, INC.	1748	768635	060	6300	$2,476.88
MCKESSON MEDICAL-SURGICAL	0421	767832	030	7090	$1,405.92

MCLANE HIGH STUDENT BODY	0185	768559	030	0172	$400.00
MEDITERRANEAN GRILL	0010	767758	030	0115	$720.00
MEDITERRANEAN GRILL	0070	767759	030	7090	$2,000.00
MEDITERRANEAN GRILL	0423	768925	060	2600	$200.00
MEDITERRANEAN GRILL	0423	768927	060	2600	$200.00
ME-N-ED'S, INC.	0020	768930	060	2600	$500.00
ME-N-ED'S, INC.	0035	760048	030	7090	$1,000.00
ME-N-ED'S, INC.	0055	768705	060	2600	$834.30
ME-N-ED'S, INC.	0055	768707	060	2600	$400.00
ME-N-ED'S, INC.	0100	769055	060	2600	$200.00
ME-N-ED'S, INC.	0135	768931	030	7090	$1,400.00
ME-N-ED'S, INC.	0155	768310	030	0113	$383.00
ME-N-ED'S, INC.	0155	768351	030	0113	$250.00
ME-N-ED'S, INC.	0160	768552	080	8210	$500.00
ME-N-ED'S, INC.	0190	767849	030	7140	$500.00
ME-N-ED'S, INC.	0235	768666A	060	2600	$297.96
ME-N-ED'S, INC.	0235	768668	060	2600	$330.00
ME-N-ED'S, INC.	0260	767791	060	2600	$1,000.00
ME-N-ED'S, INC.	0285	769062	030	7090	$500.00
ME-N-ED'S, INC.	0330	768626	060	2600	$1,000.00
ME-N-ED'S, INC.	0340	768177	030	7090	$1,246.25
ME-N-ED'S, INC.	0340	768462	030	0110	$1,000.00
ME-N-ED'S, INC.	0415	768919	060	2600	$500.00
ME-N-ED'S, INC.	0417	768669	060	2600	$800.00
ME-N-ED'S, INC.	0423	768920	060	2600	$500.00
ME-N-ED'S, INC.	0445	768710	060	2600	$1,350.00
ME-N-ED'S, INC.	0450	769017	060	2600	$1,000.00
ME-N-ED'S, INC.	0495	768487	030	7090	$750.00
ME-N-ED'S, INC.	0530	768994	060	2600	$1,500.00
ME-N-ED'S, INC.	0567	768634	080	8210	$500.00
ME-N-ED'S, INC.	0700	759820	030	0606	$400.00
ME-N-ED'S, INC.	0758	762552	030	0178	$2,600.00
ME-N-ED'S, INC.	0758	767764	030	0117	$2,000.00
ME-N-ED'S, INC.	0796	758298	030	0667	$3,300.00
METEOR EDUCATION, LLC	1910	769032	130	5310	$1,258.77
METEOR EDUCATION, LLC	1910	769034	130	5310	$1,258.77
METRO UNIFORMS AND ACCESSORIES	0880	767989	680	0851	$4,199.97
MICHAEL'S STORES	0340	768961	060	2600	$550.00
MICHAEL'S STORES	0480	768222	030	0643	$73.83
MICHAEL'S STORES	0710	768801	060	6388	$92.36
MICHAEL'S STORES	0710	768949	060	6388	$1,500.00
MICHAEL'S STORES	0758	768121	030	0117	$165.73
MICHAEL'S STORES	0790	768743	060	4124	$2,163.25
MIDDLE COLLEGE NATIONAL CONSORTIUM	0123	768956	030	7099	$2,300.00
MIMIS NORTH, LLC	0265	761162	030	0115	$204.93
MINDFUL SCHOOLS	0811	767724	030	0130	$5,745.00
MINUTEMAN PRESS	0885	768260	060	3213	$1,083.50

MISSION OAK HIGH SCHOOL	0335	768551	030	0172	$335.00
MOBILE MINI, INC.	1130	768572	350	0917	$3,185.14
MONACHE HIGH SCHOOL	0395	768824	030	0172	$55.00
MORPHY AWARDS AND SPORTSWEAR	0395	768017	030	0172	$2,187.83
MORRO BAY HIGH SCHOOL	0145	768265	030	0172	$450.00
MOUNTAIN MIKES PIZZA	0070	768041	030	7090	$1,000.00
MUSIC THEATRE INTERNATIONAL	1400	768748	030	7394	$850.00
NASCO EDUCATION, LLC	0185	768421	030	0125	$743.24
NATIONAL FORENSIC LEAGUE	0100	768281	030	7090	$384.00
NORMAN S. WRIGHT - DUCKWORTH	0919	767820	060	8150	$3,849.52
NOTORIOUS GRAFIX	0145	759511	030	7090	$6,775.64
NOTORIOUS GRAFIX	0145	760008	030	7090	$3,000.00
NOTORIOUS GRAFIX	0145	767790	030	7090	$3,250.00
NSMOORE, INC., DBA GROCERY OUTLET OF SE FRESNO	0230	767871	030	0124	$700.00
NSMOORE, INC., DBA GROCERY OUTLET OF SE FRESNO	0260	767872	060	2600	$600.00
NSMOORE, INC., DBA GROCERY OUTLET OF SE FRESNO	0420	768175	030	0110	$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049235	030	0113	$500.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD000048301	030	0171	$400.00
ODP BUSINESS SOLUTIONS, LLC	0030	OD000048036	030	0181	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0030	OD000049232	030	0625	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049218	030	0113	$445.50
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049219	030	0113	$891.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049220	030	0113	$400.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049221	030	0113	$450.50
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049222	030	0113	$450.50
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049223	030	0113	$191.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049224	030	0113	$450.50
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049225	030	0113	$450.50
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049226	030	0113	$500.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049227	030	0113	$291.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049228	030	0113	$891.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049229	030	0113	$500.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049230	030	0113	$191.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049263	030	0113	$400.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049274	030	0110	$445.50
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049307	030	7099	$450.13
ODP BUSINESS SOLUTIONS, LLC	0070	OD000049121	030	7091	$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0095	OD000048629	060	6010	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0100	OD000049315	060	2600	$800.00
ODP BUSINESS SOLUTIONS, LLC	0120	OD000049280	030	0110	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049261	060	6500	$118.44
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049262	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000048199	030	7090	$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049255	030	7090	$1,470.60
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049256	030	7090	$480.00

ODP BUSINESS SOLUTIONS, LLC	0145	OD000049257	030	7090	$405.55
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049258	030	7090	$480.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049312	030	7140	$2,037.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049244	030	0113	$635.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049245	030	0113	$1,383.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049246	030	0113	$541.45
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049247	030	0113	$1,383.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049248	030	0113	$683.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049260	030	0113	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049272	030	0113	$550.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049273	030	0113	$795.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049294	030	0113	$883.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000049295	030	0113	$1,383.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000049279	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000049233	030	0171	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000049264	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049212	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049213	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049214	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049215	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049216	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049217	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000049192	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000049210	030	0110	$350.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000049303	060	2600	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000049266	030	0113	$1,416.00
ODP BUSINESS SOLUTIONS, LLC	0230	OD000048427	030	7091	$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0237	OD000049234	030	0133	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0260	OD000049198	060	2600	$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0285	OD000049281	030	7099	$4,875.75
ODP BUSINESS SOLUTIONS, LLC	0290	OD000049193	030	0113	$727.00
ODP BUSINESS SOLUTIONS, LLC	0305	OD000049288	030	0171	$800.00
ODP BUSINESS SOLUTIONS, LLC	0330	OD000049301	060	2600	$2,055.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049194	030	0125	$400.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049195	030	0125	$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049195	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049249	030	0125	$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049249	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049250	030	0125	$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049250	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049251	030	0125	$250.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000048735	030	7090	$110.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000049231	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049287	030	0113	$200.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049313	030	7090	$400.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000048656	060	6010	$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0380	OD000048913	030	7099	$7,000.00

ODP BUSINESS SOLUTIONS, LLC	0395	OD000049211	030	0125	$235.29
ODP BUSINESS SOLUTIONS, LLC	0395	OD000049265	030	0125	$235.29
ODP BUSINESS SOLUTIONS, LLC	0395	OD000049293	030	0624	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0415	OD000049252	030	7090	$686.21
ODP BUSINESS SOLUTIONS, LLC	0417	OD000048032	030	7090	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000049286	060	2600	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0450	OD000048376	030	7090	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0450	OD000049314	060	2600	$1,400.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049199	030	7090	$300.00
ODP BUSINESS SOLUTIONS, LLC	0470	OD000049290	030	7090	$750.00
ODP BUSINESS SOLUTIONS, LLC	0470	OD000049291	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0480	OD000048663	060	6010	$500.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000049238	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000049239	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000049241	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000049242	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000049267	060	6500	$400.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049268	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049269	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049270	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049271	060	6500	$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049284	060	2600	$1,250.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD000049309	060	2600	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000049254	030	7090	$1,676.58
ODP BUSINESS SOLUTIONS, LLC	0700	OD000049317	060	3213	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049200	060	3213	$2,600.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049289	060	3213	$600.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049310	060	3010	$9,500.00
ODP BUSINESS SOLUTIONS, LLC	0710	OD000049209	030	0152	$1,256.82
ODP BUSINESS SOLUTIONS, LLC	0727	OD000049237	030	0168	$110.00
ODP BUSINESS SOLUTIONS, LLC	0732	OD000048860	030	0658	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049196	030	0176	$290.64
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049243	030	0176	$407.22
ODP BUSINESS SOLUTIONS, LLC	0796	OD000049253	060	3213	$189.60
ODP BUSINESS SOLUTIONS, LLC	0850	OD000049276	060	6331	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0885	OD000049197	030	0140	$500.00
ODP BUSINESS SOLUTIONS, LLC	0889	OD000048043	030	0709	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	1035	OD000049292	060	3010	$2,000.00
ODP BUSINESS SOLUTIONS, LLC	1060	OD000049278	030	7394	$200.00
ODP BUSINESS SOLUTIONS, LLC	1060	OD000049304	030	7394	$97.52
ODP BUSINESS SOLUTIONS, LLC	1070	OD000049259	060	3010	$3,000.00
ODP BUSINESS SOLUTIONS, LLC	1400	OD000048437	030	7394	$1,000.00
ODP BUSINESS SOLUTIONS, LLC	1420	OD000049283	030	0192	$150.00
ODP BUSINESS SOLUTIONS, LLC	1435	OD000049236	060	3010	$1,516.89
ODP BUSINESS SOLUTIONS, LLC	1480	OD000049277	030	0192	$500.00
ODP BUSINESS SOLUTIONS, LLC	1891	OD000049179	030	0716	$4,166.06
ODP BUSINESS SOLUTIONS, LLC	1891	OD000049296	030	0716	$756.07

ODP BUSINESS SOLUTIONS, LLC	1891	OD000049298	030	0716	$3,948.64
ODP BUSINESS SOLUTIONS, LLC	1891	OD000049311	030	0716	$2,546.23
ODP BUSINESS SOLUTIONS, LLC	1895	OD000049316	030	0717	$5,390.35
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049282	130	5310	$137.63
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049299	130	5310	$191.55
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049305	130	5310	$268.70
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049308	130	5310	$268.70
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049318	130	5310	$3,184.18
OFFICE DEPOT	0700	OD000049300	030	0144	$449.44
OLIVIA'S LETTERMAN'S JACKETS	0145	768597	030	7090	$275.34
PACE SUPPLY CORP.	0919	759455	060	8150	$5,000.00
PACE SUPPLY CORP.	0919	768699	060	8150	$3,807.77
PACIFICA PIZZA/OLIVE	0340	768489	060	2600	$500.00
PANERA BREAD COMPANY	0235	768665	060	2600	$325.00
PANERA BREAD COMPANY	0325	768039	030	7090	$1,500.00
PARC	1561	768865	350	0917	$3,200.00
PARDINI'S CATERING	0601	768309	030	0500	$4,671.92
PARTY WORKS/BLACKSTONE	0435	768975	030	0172	$1,250.00
PARTY WORKS/BLACKSTONE	0455	762635	030	0171	$300.00
PARTY WORKS/W. SHAW	0340	768013	030	7090	$500.00
PARTY WORKS/W. SHAW	0485	768438	030	7090	$500.00
PARTY WORKS/W. SHAW	0727	768579	030	0167	$1,500.00
PATITA'S PRINT AND APPAREL	1335	768722	030	0500	$1,861.45
PATRICK'S MUSIC...ETC.	0727	768346	030	0168	$595.00
PEARSON ASSESSMENTS	0786	768615	060	6500	$1,240.07
PEPA'S MEXICAN RESTAURANT	0340	768492	060	2600	$350.00
PEPA'S MEXICAN RESTAURANT	0495	767828	030	7090	$570.66
PERFORMANCE HEALTH HOLDINGS, INC.	0785	768856	060	6500	$590.71
PERMA BOUND	0505	763718A	030	0625	$2,367.85
PERMA BOUND	0505	763725A	030	0625	$2,244.43
PERMA BOUND	1495	768497	060	3010	$4,696.51
PETUNIA'S PLACE	0235	764066	030	0625	$500.00
PETUNIA'S PLACE	0335	767803	030	0625	$1,924.00
PETUNIA'S PLACE	0480	768630	030	0192	$250.00
PETUNIA'S PLACE	0485	768863	060	3010	$230.32
PETUNIA'S PLACE	0701	768672	060	3213	$900.00
PHARMACY TECHNICIAN CERTIFICATION BOARD	0710	768172	060	6388	$684.00
PITNEY BOWES	0880	769067	670	0841	$71.52
PITNEY BOWES	0889	768287	030	0709	$110.51
PIXELLOT US, INC., DBA VIDSWAP.COM	0335	768604	030	0172	$1,001.00
POPCORNOPOLIS	0340	768262	080	8210	$4,206.00
POSITIVE PROMOTIONS, INC.	0225	767993	030	7090	$167.20
POSITIVITY PROJECT ACQUISITION CO., LLC	0090	768508	030	7090	$2,995.00
POSITIVITY PROJECT ACQUISITION CO., LLC	0420	768648	030	7099	$2,995.00
POSTMASTER	0895	767819	030	0716	$275.00
PRO SOCCER, INC.	0145	768313	030	0172	$500.00
PROFESSIONAL UTILITY LOCATING	1145	767817	350	0913	$1,200.00

PROJECT LEAD THE WAY, INC.	0445	769041	030	7090	$950.00
PROLEVEL PROFESSIONAL GAMING WEAR	0725	768490	030	0173	$8,000.00
PS PRODUCTIONS	0725	758619	030	0173	$5,000.00
R & S ERECTION TRI-COUNTY, INC.	0919	768952	060	8150	$8,740.00
R/G AWARD SYSTEMS	0160	768971	030	7090	$1,200.00
R/G AWARD SYSTEMS	0395	768874	030	0172	$500.00
R/G AWARD SYSTEMS	0850	767991	030	0681	$250.00
R82, INC.	0788	768163	060	6500	$350.24
RAYMOND GEDDES & CO., INC.	0005	768427	030	7090	$891.47
REALLY GOOD STUFF, INC.	0796	768067	030	0667	$4,665.13
RED BRICK RESOURCES, DBA BROAD REACH BOOKS	0370	768913	060	3010	$689.73
RED GATE SOFTWARE, LTD	0887	768094	030	0140	$354.00
RED GATE SOFTWARE, LTD	0887	768095	030	0140	$2,438.40
REDWOOD REGION SOUTHERN VALLEY	0055	768711	030	0125	$361.00
REDWOOD REGION SOUTHERN VALLEY	0145	769008	030	7140	$433.00
REEDLEY HIGH SCHOOL	0235	768499	030	0172	$150.00
REFRIGERATION SUPP. DIST.	1910	768683	060	7028	$5,025.18
REGAL ENTERTAINMENT GROUP	0035	768059	030	7090	$1,288.00
REHABMART, LLC, DBA REHABMART.COM	0788	768139	060	6500	$4,427.95
REPTILE RON ANIMAL PRESENTATIONS	0260	767821	060	2600	$500.00
REPTILE RON ANIMAL PRESENTATIONS	0450	769015	060	2600	$600.00
REPUBLIC SERVICES OF FRESNO, DBA REPUBLIC SERVICES	1130	768527	350	0912	$1,117.47
RICOH USA, INC.	0265	RL00008542	030	7090	$1,254.43
RICOH USA, INC.	0422	RL00008197	070	0761	$1,136.00
RICOH USA, INC.	0880	RL00008540	670	0841	$647.86
RICOH USA, INC.	0895	RL00008122	030	7090	$2,509.53
RICOH USA, INC.	0895	RL00008230	060	6300	$471.05
RICOH USA, INC.	0897	RL00008228	030	0716	$3,503.12
RICOH USA, INC.	0930	RL00008109	030	0720	$2,774.04
RIDDELL/ALL AMERICAN SPORTS CORP.	0055	768714	030	0172	$4,389.76
ROCKETLANE CORP.	0805	768099	030	0140	$2,940.00
ROCKY MOUNTAIN CHOCOLATE FACTORY	0235	768645	060	2600	$320.00
ROCKY MOUNTAIN CHOCOLATE FACTORY	0240	768482	030	0128	$2,500.00
ROSEN PUBLISHING GROUP	0235	767999	030	0625	$1,908.04
ROSETTA STONE	0758	767927	060	3213	$1,770.75
RUSH ADVERTISING	0200	767780	030	7090	$481.18
RUSH ADVERTISING	0435	765506	030	0172	$2,000.00
RUSH ADVERTISING	0567	766217	030	7090	$4,000.00
RUSH ADVERTISING	0791	768729	060	2600	$5,000.00
RUSH ADVERTISING	0919	768474	060	8150	$2,000.00
RUSSEL SIGLER, INC.	0919	769019	060	8150	$4,863.83
S & S WORLDWIDE	0790	768228	060	2600	$1,521.14
S & S WORLDWIDE	0790	768504	060	4124	$929.96
SALEM ENGINEERING GROUP, INC.	1120	768662	350	0913	$4,983.00
SAN JOAQUIN IMPERIAL	0889	767950	030	0709	$1,521.81
SAN JOAQUIN RIVER PARKWAY	0725	768447	030	0173	$1,320.00

SANGER HIGH SCHOOL	0145	769012	030	0172	$550.00
SANGER HIGH SCHOOL	0395	768823	030	0172	$400.00
SANGER HIGH SCHOOL	0421	768279	030	0172	$450.00
SAROYAN LUMBER CO., INC.	0919	767992	060	8150	$1,152.24
SAVVAS LEARNING COMPANY, LLC	0710	768327	060	6388	$171.24
SCHOLASTIC BOOK FAIRS, INC.	0005	764080	030	0624	$5,617.00
SCHOLASTIC BOOK FAIRS, INC.	0090	768620	080	8210	$5,741.83
SCHOLASTIC BOOK FAIRS, INC.	0095	768679	030	0624	$1,974.64
SCHOLASTIC BOOK FAIRS, INC.	0165	767980	030	0624	$3,989.80
SCHOLASTIC BOOK FAIRS, INC.	0305	763366	030	0624	$6,028.03
SCHOLASTIC BOOK FAIRS, INC.	0380	763716	030	0624	$3,645.69
SCHOLASTIC BOOK FAIRS, INC.	0495	768916	080	8210	$5,203.98
SCHOLASTIC BOOK FAIRS, INC.	0567	768498	080	8210	$3,027.70
SCHOLASTIC, INC.	0700	767909	060	3213	$517.91
SCHOLASTIC, INC.	0700	767910	060	3213	$406.93
SCHOLASTIC, INC.	0700	767913	060	3213	$332.95
SCHOLASTIC, INC.	0700	767914	060	3213	$480.92
SCHOLASTIC, INC.	0700	767915	060	3213	$258.96
SCHOLASTIC, INC.	0700	767916	060	3213	$702.89
SCHOLASTIC, INC.	0700	767917	060	3213	$443.93
SCHOLASTIC, INC.	0700	767918	060	3213	$221.97
SCHOLASTIC, INC.	0700	767919	060	3213	$369.94
SCHOLASTIC, INC.	0700	767920	060	3213	$284.12
SCHOLASTIC, INC.	0700	767921	060	3213	$258.96
SCHOLASTIC, INC.	0700	767922	060	3213	$332.95
SCHOLASTIC, INC.	0700	767923	060	3213	$776.87
SCHOLASTIC, INC.	0700	767924	060	3213	$332.95
SCHOLASTIC, INC.	0700	767935	060	3213	$258.96
SCHOLASTIC, INC.	0700	767937	060	3213	$406.93
SCHOLASTIC, INC.	0700	767939	060	3213	$434.27
SCHOLASTIC, INC.	0700	767944	060	3213	$184.97
SCHOLASTIC, INC.	0700	767946	060	3213	$332.95
SCHOLASTIC, INC.	0700	767948	060	3213	$480.92
SCHOLASTIC, INC.	0700	767952	060	3213	$406.93
SCHOLASTIC, INC.	0700	767953	060	3213	$258.96
SCHOLASTIC, INC.	0700	767954	060	3213	$887.85
SCHOLASTIC, INC.	0700	767956	060	3213	$110.98
SCHOLASTIC, INC.	0700	767957	060	3213	$110.98
SCHOLASTIC, INC.	0700	767959	060	3213	$295.95
SCHOLASTIC, INC.	0700	767960	060	3213	$443.93
SCHOLASTIC, INC.	0700	767964	060	3213	$517.91
SCHOLASTIC, INC.	0700	767965	060	3213	$147.97
SCHOLASTIC, INC.	0700	767966	060	3213	$110.98
SCHOLASTIC, INC.	0700	767967	060	3213	$221.97
SCHOLASTIC, INC.	0700	767968	060	3213	$517.91
SCHOLASTIC, INC.	0700	767969	060	3213	$221.97
SCHOLASTIC, INC.	0700	767970	060	3213	$258.96

SCHOLASTIC, INC.	0700	767971	060	3213	$258.96
SCHOLASTIC, INC.	0700	768195	060	3213	$110.98
SCHOLASTIC, INC.	0700	768197	060	3213	$258.96
SCHOLASTIC, INC.	0700	768198	060	3213	$147.97
SCHOLASTIC, INC.	0700	768199	060	3213	$517.91
SCHOLASTIC, INC.	0700	768201	060	3213	$221.97
SCHOLASTIC, INC.	0700	768203	060	3213	$258.96
SCHOLASTIC, INC.	0700	768205	060	3213	$184.97
SCHOLASTIC, INC.	0700	768206	060	3213	$221.97
SCHOLASTIC, INC.	0700	768271	060	3213	$184.97
SCHOLASTIC, INC.	0700	768272	060	3213	$369.94
SCHOLASTIC MAGAZINE	0200	764587	030	7090	$32.95
SCHOLASTIC MAGAZINE	0355	768676	030	0113	$190.63
SCHOOL FACILITY CONSULTANTS	0905	762741B	350	0913	$252.50
SCHOOL FACILITY CONSULTANTS	0905	762741B	400	0915	$5,603.75
SCHOOL HEALTH CORPORATION	0370	769014	060	6010	$658.91
SCHOOL NEWSPAPERS ONLINE	0145	769036	030	7140	$450.00
SCHOOL NUTRITION ASSOCIATION	1910	768775	060	7029	$5,113.00
SCHOOL OUTFITTERS	0220	768162	030	7099	$378.71
SCHOOL OUTFITTERS	1400	768422	030	7394	$1,131.01
SCHOOL SERVICES OF CALIF., INC.	0795	767843	060	3010	$590.00
SCHOOL SPECIALTY	0765	769125	120	6128	$287.30
SCHOOL SPECIALTY, LLC	0035	767996	030	7090	$953.73
SCHOOL SPECIALTY, LLC	0155	768315	030	0113	$755.00
SCHOOL SPECIALTY, LLC	0155	768358	030	0113	$700.00
SCHOOL SPECIALTY, LLC	0155	768424	030	0113	$300.00
SCHOOL SPECIALTY, LLC	0210	768288	060	6500	$200.00
SCHOOL SPECIALTY, LLC	0215	768298	030	0113	$1,416.00
SCHOOL SPECIALTY, LLC	0215	768417	030	0113	$1,416.00
SCHOOL SPECIALTY, LLC	0215	768418	030	0113	$1,416.00
SCHOOL SPECIALTY, LLC	0220	768806	030	7090	$2,936.32
SCHOOL SPECIALTY, LLC	0241	752911A	060	3213	$187.58
SCHOOL SPECIALTY, LLC	0420	768745	030	7090	$569.09
SCHOOL SPECIALTY, LLC	0430	768674	030	7090	$1,484.08
SCHOOL SPECIALTY, LLC	0430	768982	030	7090	$802.96
SCHOOL SPECIALTY, LLC	0480	768120	030	7090	$2,434.72
SCHOOL SPECIALTY, LLC	0880	768880	680	0851	$1,382.26
SCHOOL SPECIALTY, LLC	1210	768869	030	0192	$593.52
SCHOOL SPORT	0919	768601	060	8150	$5,675.00
SCOUT ISLAND/FCOE	0567	768638	030	0643	$1,040.00
SHOOT-A-WAY, INC.	0421	768305	030	0172	$6,350.80
SI SWUN	0120	768111	030	7090	$5,718.71
SIGNATURE FUNDRAISING, INC.	0355	768485	080	8210	$8,065.40
SMART APPLE MEDIA	1370	768792	060	3010	$671.55
SMARTYSTREETS, LLC	0887	768102	030	0140	$3,500.00
SOUTHWEST SCHOOL SUPPLY	1891	764286	030	0716	$6.67
SOUTHWEST SCHOOL SUPPLY	1891	764293	030	0716	$1,961.13

SOUTHWEST SCHOOL SUPPLY	1891	767868	030	0716	$2,993.71
SOUTHWEST SCHOOL SUPPLY	1891	768984	030	0716	$3,307.60
SPINITAR	0235	767837	030	7090	$800.49
SPINITAR	0255	768015	030	7099	$715.09
SPINITAR	0445	769070	030	7090	$2,113.53
SPINITAR	0530	768186	030	7090	$1,500.18
SPINITAR	0790	767858	060	4124	$4,480.48
ST. PAUL ARMENIAN CHURCH	0241	768606	030	7099	$4,440.00
STARBERST ENTERTAINMENT	0440	768090	030	7090	$200.00
STATE ARCHITECT, DIVISION OF	0886	768135	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768142	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768143	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768145	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768146	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768149	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768151	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768153	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768155	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768156	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768158	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768161	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768167	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768170	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768174	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768176	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768178	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768180	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768182	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768185	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768187	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768190	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768193	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768196	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768200	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768204	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768207	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768210	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768211	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768212	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768213	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768215	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768218	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768220	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768223	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768226	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768230	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768232	060	3213	$882.50

STATE ARCHITECT, DIVISION OF	0886	768237	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768720	060	3213	$882.50
STATE ARCHITECT, DIVISION OF	0886	768723	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768724	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768725	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	0886	768727	060	3213	$382.50
STATE ARCHITECT, DIVISION OF	1095	768730	350	0913	$7,584.00
STATE ARCHITECT, DIVISION OF	1125	767785	350	0917	$500.00
STUDIES WEEKLY, INC.	0320	768312	030	7090	$559.44
SUBWAY#25619/SHAW-PALM	0010	767978	030	0171	$300.00
SUNNYSIDE DELI	0423	768924	060	2600	$200.00
SUNNYSIDE DONUTS	0150	767838	030	7090	$1,500.00
SUNNYSIDE DONUTS	0330	768631	060	2600	$195.00
SUNNYSIDE DONUTS	0420	768911	030	7090	$200.00
SUNNYSIDE DONUTS	0423	768921	060	2600	$100.00
SUNNYSIDE DONUTS	0460	768356	030	0110	$300.00
SUNNYSIDE DONUTS	0530	768995	060	2600	$1,000.00
SUNNYSIDE DONUTS	0700	760393	030	0606	$250.00
SUNNYSIDE TROPHY, INC.	0135	768868	030	0172	$2,681.66
SUNSET LANDSCAPES, INC.	1445	767483	350	0917	$2,813.00
SUPER DUPER PUBLICATIONS	0786	768619	060	6500	$585.10
SWIM SUITS WEST	0335	768728	030	0172	$1,381.46
SXSW, LLC	0710	768296	030	0152	$2,154.18
SYSCO OF CENTRAL CALIFORNIA	1910	764176	130	5310	$5,000.00
SYSCO OF CENTRAL CALIFORNIA	1910	764709	130	5310	$3,000.00
SYSCO OF CENTRAL CALIFORNIA	1910	766876	130	5310	$8,000.00
TACOS MARQUITOS, INC.	0020	768915	060	2600	$250.00
TACOS MARQUITOS, INC.	0045	768977	060	2600	$575.00
TACOS MARQUITOS, INC.	0055	768706	060	2600	$430.00
TACOS MARQUITOS, INC.	0235	768355	030	0123	$3,000.00
TACOS MARQUITOS, INC.	0235	768661	060	2600	$430.00
TACOS MARQUITOS, INC.	0335	768371	060	2600	$1,650.00
TEACHTOWN, INC.	0553	768568	030	0625	$4,063.75
TEACHTOWN, INC.	0553	768570	030	0625	$4,016.50
TEACHTOWN, INC.	0553	768576	030	0625	$1,004.40
TEACHTOWN, INC.	0553	768624	060	3182	$4,073.41
TEACHTOWN, INC.	0553	768997	060	3182	$1,335.09
TECH. MUSEUM OF INNOVATION	0725	768179	030	0173	$426.00
TECH. MUSEUM OF INNOVATION	0725	768209	030	0173	$50.00
TECH. MUSEUM OF INNOVATION	0725	768229	030	0173	$472.00
TECH. MUSEUM OF INNOVATION	0725	768459	030	0173	$805.00
TECH. MUSEUM OF INNOVATION	0725	768511	030	0173	$681.00
TECH. MUSEUM OF INNOVATION	0725	769002	030	0173	$58.00
TECHNICON ENGINEERING SVS.	0920	767943	060	3213	$3,122.00
TECHNICON ENGINEERING SVS.	0920	767947	060	3213	$3,122.00
TECHNICON ENGINEERING SVS.	0920	767949	060	3213	$2,042.00
TECHSMITH CORPORATION	0886	769100	030	0140	$425.98

TENNIS EXPRESS, LP	0395	768840	030	0172	$274.69
TENNIS WAREHOUSE	0395	768434	030	0172	$261.92
TENNIS WAREHOUSE	0395	768436	030	0172	$449.42
TENNIS WAREHOUSE	0421	768884	030	0172	$940.00
TENNIS WAREHOUSE	0421	768888	030	0172	$935.00
TERESA MATHIAS, DBA THE ARTIST IN ME	0340	768502	060	2600	$1,250.00
THE ADVANCE GROUP	0421	768359	060	722E	$4,950.00
THE ART OF EDUCATION, LLC	0700	769097	060	3213	$8,464.00
THE ART OF EDUCATION, LLC	0700	769098	060	3213	$8,464.00
THE ART OF EDUCATION, LLC	0727	768623	060	3213	$3,703.00
THE BERROCK SHOP	0445	760880	030	7090	$2,000.00
THE RON CLARK ACADEMY, INC.	0421	768479	030	7099	$995.00
THE RON CLARK ACADEMY, INC.	0423	768522	030	7090	$3,980.00
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0335	768478	060	2600	$1,049.00
THUNDER INFLATABLES, INC.	0435	769003	080	8210	$3,664.00
TOP SHELF PRINTING AND APPAREL	0790	768451	060	2600	$4,000.00
TPT HOLDCO, LLC	0020	768284	030	0110	$87.72
TRINETTE MARQUIS	0860	768608	030	0694	$5,250.00
TWILIO, INC.	0886	768985	030	0140	$2,000.00
UC DAVIS DINING SERVICES, DBA UC DAVIS STUDENT HOUSING AND DINING SERVICES	0700	769103	030	0144	$603.28
ULINE	0897	769076	030	0716	$960.59
UNIGLOBE TRAVEL	0125	U7090004915	030	7090	$5,721.06
UNIGLOBE TRAVEL	0125	U7090004975	030	7090	$1,090.47
UNIGLOBE TRAVEL	0130	U7099004838	030	7099	$1,808.62
UNIGLOBE TRAVEL	0185	U7090004944	030	7090	$2,605.16
UNIGLOBE TRAVEL	0185	U7090004945	030	7090	$2,976.00
UNIGLOBE TRAVEL	0235	U7090004962	030	7090	$3,200.00
UNIGLOBE TRAVEL	0235	U7090004968	030	7090	$2,700.00
UNIGLOBE TRAVEL	0421	U7099004843	030	7099	$1,253.55
UNIGLOBE TRAVEL	0421	U7220004801	060	722E	$2,895.48
UNIGLOBE TRAVEL	0423	U7090004946	030	7090	$6,528.64
UNIGLOBE TRAVEL	0601	768858	030	0500	$388.38
UNIGLOBE TRAVEL	0601	U0500004809	030	0500	$388.89
UNIGLOBE TRAVEL	0700	U0606004813	030	0606	$388.89
UNIGLOBE TRAVEL	0710	U0152004813	030	0152	$4,040.93
UNIGLOBE TRAVEL	0726	U0606004808	030	0606	$390.76
UNIGLOBE TRAVEL	0727	U0169004801	030	0169	$1,500.00
UNIGLOBE TRAVEL	0785	U3326004800	060	3326	$2,952.00
UNIGLOBE TRAVEL	0786	U6500009725	060	6500	$2,996.26
UNIGLOBE TRAVEL	0787	U6500009728	060	6500	$1,219.68
UNIGLOBE TRAVEL	0795	U3182004806	060	3182	$3,337.16
UNIGLOBE TRAVEL	0855	U0670004802	030	0670	$2,804.60
UNIGLOBE TRAVEL	0855	U0670004802	030	0670	$257.59
UNIGLOBE TRAVEL	0880	U0851004807	680	0851	$1,064.44
UNIGLOBE TRAVEL	1910	U7029004800	060	7029	$8,182.54

UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY & COFFEEHOUSE	0886	768047	030	0140	$250.00
UNITED PARCEL SERVICE	0919	768441	060	8150	$1,500.00
UNITED SKATES OF AMERICA, INC.	0125	768767	030	0124	$450.00
UNITED SKATES OF AMERICA, INC.	0550	768647	080	8210	$650.00
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	768734	030	0172	$2,734.85
US DOD PRODUCTIONS, LLC	0710	768758	030	0152	$1,426.97
VALLARTA FOOD ENTERPRISES	0005	768125	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0015	768452	030	7091	$300.00
VALLARTA FOOD ENTERPRISES	0020	768040	030	0110	$1,500.00
VALLARTA FOOD ENTERPRISES	0020	768045	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0020	768902	060	2600	$500.00
VALLARTA FOOD ENTERPRISES	0030	768053	030	0643	$500.00
VALLARTA FOOD ENTERPRISES	0035	768448	030	7090	$150.00
VALLARTA FOOD ENTERPRISES	0045	767857	030	0110	$400.00
VALLARTA FOOD ENTERPRISES	0045	768978	060	2600	$500.00
VALLARTA FOOD ENTERPRISES	0045	768979	060	2600	$300.00
VALLARTA FOOD ENTERPRISES	0055	767942	030	0172	$350.00
VALLARTA FOOD ENTERPRISES	0055	768770	060	2600	$417.50
VALLARTA FOOD ENTERPRISES	0075	768541	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0075	769060	030	7090	$550.00
VALLARTA FOOD ENTERPRISES	0095	768962	060	2600	$200.00
VALLARTA FOOD ENTERPRISES	0100	768126	060	6010	$109.00
VALLARTA FOOD ENTERPRISES	0100	769056	060	2600	$500.00
VALLARTA FOOD ENTERPRISES	0120	768352	030	0110	$150.00
VALLARTA FOOD ENTERPRISES	0125	768148	030	0124	$1,800.00
VALLARTA FOOD ENTERPRISES	0125	768324	030	0124	$500.00
VALLARTA FOOD ENTERPRISES	0145	768294	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0150	768290	030	7090	$250.00
VALLARTA FOOD ENTERPRISES	0185	767848	030	0624	$350.00
VALLARTA FOOD ENTERPRISES	0185	768450	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0210	768160	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0210	769021	030	7091	$300.00
VALLARTA FOOD ENTERPRISES	0225	768282	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0235	768685	060	2600	$272.52
VALLARTA FOOD ENTERPRISES	0235	768686	060	2600	$272.52
VALLARTA FOOD ENTERPRISES	0237	768885	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0237	768887	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0237	768890	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0237	768891	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0237	768892	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0237	768893	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0237	768894	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0237	768895	060	2600	$100.00
VALLARTA FOOD ENTERPRISES	0265	768533	030	7090	$1,000.00
VALLARTA FOOD ENTERPRISES	0305	768141	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0305	768144	030	7090	$300.00

VALLARTA FOOD ENTERPRISES	0330	768131	030	0643	$400.00
VALLARTA FOOD ENTERPRISES	0330	768627	060	2600	$400.00
VALLARTA FOOD ENTERPRISES	0330	768629	060	2600	$350.00
VALLARTA FOOD ENTERPRISES	0335	767982	030	7090	$1,000.00
VALLARTA FOOD ENTERPRISES	0335	767984	030	7090	$1,000.00
VALLARTA FOOD ENTERPRISES	0335	768456	060	2600	$300.00
VALLARTA FOOD ENTERPRISES	0335	768458	060	2600	$600.00
VALLARTA FOOD ENTERPRISES	0355	768687	030	7091	$150.00
VALLARTA FOOD ENTERPRISES	0370	768134	060	6500	$100.00
VALLARTA FOOD ENTERPRISES	0370	768454	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0410	768535	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0410	768536	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0410	768537	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0410	768538	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0415	768898	060	2600	$250.00
VALLARTA FOOD ENTERPRISES	0417	768048	030	7090	$150.00
VALLARTA FOOD ENTERPRISES	0417	768684	060	2600	$800.00
VALLARTA FOOD ENTERPRISES	0420	767733	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0420	768771	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0420	768772	030	7090	$200.00
VALLARTA FOOD ENTERPRISES	0421	768246	030	0171	$250.00
VALLARTA FOOD ENTERPRISES	0421	769094	060	2600	$550.00
VALLARTA FOOD ENTERPRISES	0423	768900	060	2600	$200.00
VALLARTA FOOD ENTERPRISES	0430	768136	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0430	768137	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0430	768540	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0440	768138	030	7091	$1,000.00
VALLARTA FOOD ENTERPRISES	0450	768154	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0455	768066	030	7090	$600.00
VALLARTA FOOD ENTERPRISES	0460	768534	030	7090	$100.00
VALLARTA FOOD ENTERPRISES	0485	768455	030	7090	$500.00
VALLARTA FOOD ENTERPRISES	0550	768058	030	7091	$200.00
VALLARTA FOOD ENTERPRISES	0550	768062	030	0110	$350.00
VALLARTA FOOD ENTERPRISES	0567	768051	030	7090	$300.00
VALLARTA FOOD ENTERPRISES	0567	768904	060	2600	$1,000.00
VALLARTA FOOD ENTERPRISES	0664	768130	030	0672	$150.00
VALLARTA FOOD ENTERPRISES	0701	767866	030	0606	$500.00
VALLARTA FOOD ENTERPRISES	0701	768628	030	0606	$250.00
VALLARTA FOOD ENTERPRISES	0705	768267	110	6391	$1,500.00
VALLARTA FOOD ENTERPRISES	0710	768633	030	0152	$250.00
VALLARTA FOOD ENTERPRISES	0710	768769	030	0152	$300.00
VALLARTA FOOD ENTERPRISES	0710	768897	030	0152	$600.00
VALLARTA FOOD ENTERPRISES	0727	768563	030	0168	$600.00
VALLARTA FOOD ENTERPRISES	0732	768939	030	0658	$250.00
VALLARTA FOOD ENTERPRISES	0790	768129	060	2600	$400.00
VALLARTA FOOD ENTERPRISES	0790	768283	060	2600	$150.00
VALLARTA FOOD ENTERPRISES	0810	767880	030	0642	$500.00

VALLARTA FOOD ENTERPRISES	0810	768166	030	0649	$500.00
VALLARTA FOOD ENTERPRISES	0852	768903	030	0679	$200.00
VALLARTA FOOD ENTERPRISES	0919	768562	030	0734	$300.00
VALLEY DECORATING COMPANY	0055	768713	030	0125	$745.06
VALLEY DECORATING COMPANY	0185	768640	030	0171	$702.00
VALLEY DECORATING COMPANY	0575	767865	030	7090	$266.54
VALLEY DECORATING COMPANY	0790	768593	060	2600	$372.51
VALLEY FENCE COMPANY	0919	768506	060	8150	$9,816.00
VANDERBILT UNIVERSITY-COMP.	0701	753998A	060	3213	$3,963.90
VARSITY SPIRIT FASHION AND SUPPLIES	0100	768306	030	0172	$800.60
VENTURA TV, INC.	0785	767988	060	6500	$644.67
VERNIER SOFTWARE	0145	768406	030	7090	$614.09
VEX ROBOTICS	0710	768803	060	6388	$205.03
VIKING ENTERPRISES	0440	768853	030	7090	$2,999.00
VIKING ENTERPRISES	1335	768042	350	0917	$4,999.00
VINCENT COMMUNICATIONS, INC.	0285	768103	030	7090	$116.99
VINCENT COMMUNICATIONS, INC.	0430	768430	030	7090	$311.96
VINCENT COMMUNICATIONS, INC.	0480	768266	030	7090	$389.95
VIRTUAL ENTERPRISES INTERNATIONAL, INC.	0710	769038	060	6388	$650.00
W.O.W. PRODUCTIONS	0727	767809	030	0167	$1,555.29
W.O.W. PRODUCTIONS	0727	768564	030	0167	$7,008.19
WARDS NATURAL SCIENCE, INC.	0130	768442	030	0125	$1,347.70
WARDS NATURAL SCIENCE, INC.	0145	768598	030	7090	$266.70
WARDS NATURAL SCIENCE, INC.	0230	762477	030	7091	$27.50
WARDS NATURAL SCIENCE, INC.	0335	768323	030	0125	$975.25
WARDS NATURAL SCIENCE, INC.	0335	768326	030	0125	$851.95
WARDS NATURAL SCIENCE, INC.	1748	768693	060	6300	$2,257.74
WASHINGTON UNION HIGH SCHOOL	0395	768826	030	0172	$425.00
WATERBOY SPORTS, INC.	0055	769064	030	0172	$152.54
WB STUDIO ENTERPRISES, INC.	0710	768759	060	6388	$1,702.00
WECO SUPPLY CO.	0235	758270	030	0172	$1,000.00
WENDELL BERNARD WARE JR, DBA BEWARE CUSTOMZ	0423	768872	060	2600	$2,600.00
WENGER CORPORATION	0400	768056	030	7394	$3,516.13
WEPRINTIT	0055	760691	030	0171	$700.00
WEST MUSIC	0727	768566	030	0168	$105.98
WEST MUSIC	0727	768569	030	0168	$183.41
WESTCOAST PRODUCTS & DESIGN, LLC	0710	768836	060	6388	$4,500.00
WESTWOODS BBQ & SPICE CO.	0355	768483	060	2600	$1,484.40
WESTWOODS BBQ & SPICE CO.	0355	768488	060	2600	$1,484.40
WHEELER'S WORKOUT WAREHOUSE	0235	767859	030	0172	$500.00
WHITE PINE LUMBER	0710	768652	030	0152	$400.00
WHITE PINE LUMBER	0710	768928	060	6388	$6,890.45
WHITE PINE LUMBER	0710	769027	060	6388	$5,000.00
WILD CHILD ADVENTURES	0450	769026	060	2600	$200.00
WILD WATER ADVENTURES	0035	768069	080	8210	$1,447.93
WITMER PUBLIC SAFETY GROUP, INC.	0710	768410	060	6388	$4,956.44

WOODLAKE UNION HIGH SCHOOL	0235	768496	030	0172	$350.00
WORLD'S FINEST CHOCOLATE	0310	768739	080	8210	$6,695.00
WORLD'S FINEST CHOCOLATE	0430	768587	080	8210	$100.00
WORLD'S FINEST CHOCOLATE	0567	768655	080	8210	$6,790.00
YELLOW DOG SIGNS & GRAPHICS	0445	768886	030	7090	$602.59

DEPARTMENT INDEX
(Numeric)

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

DEPARTMENT INDEX
(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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DEPARTMENT INDEX
(Numeric)

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: March 08, 2023

AGENDA ITEM A-23

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 December 01, 2022 through December 31, 2022 – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from December 01, 2022 through December 31, 2022. 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.

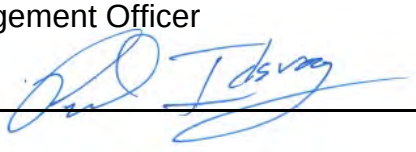
Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz,
Executive Director

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

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



DEPUTY SUPERINTENDENT APPROVAL:



THE FOLLOWING PURCHASE ORDERS ARE UNDER $10,000

PURCHASE ORDERS DATED
DECEMBER 01, 2022 TO DECEMBER 31, 2022
RATIFICATION DATE MARCH 08, 2023

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CSUF/DOWNING PLANETARIUM	0530	767962	080	8210	$287.00
FRESNO STATE UNIVERSITY	0930	769104	030	0720	$2,150.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM B-24

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 Second Interim Financial Report

ITEM DESCRIPTION: California school districts are required to approve interim financial reports twice each fiscal year. Fresno Unified School District's 2022/23 Second Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on the January 31, 2023, year-to-date revenue and expenditures as required by state law.

The Superintendent recommends approval of the Second Interim Financial Report for submission to the County Superintendent of Schools.

FINANCIAL SUMMARY: A positive certification reflects that the district's projected required reserve for 2022/23 meets the minimum for economic uncertainties (2%). Additionally, projections indicate a positive cash balance for the current year and two subsequent years. In addition, 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,
Chief Executive

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

CABINET APPROVAL: Patrick Jensen
Interim Chief Financial Officer

DEPUTY SUPERINTENDENT APPROVAL:

Fresno Unified School District

Agenda Item B-24



Second Interim Financial Report 2022/23

March 08, 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
- Second Interim 2022/23 – Certification
- Second Interim 2022/23 – Current Year Revenues and Expenses
- Multi-Year Projection Assumptions for 2023/24 and 2024/25

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

Second Interim 2022/23 – Certification

Submitting a Positive Certification for

Second Interim 2022/23

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance

Second Interim 2022/23 – Current Year Revenues

- Local Control Funding Formula (LCFF) – $600,000
  - Increase Unduplicated Pupil Percentage (UPP) from 87.90% to 88.45%

- Local Income
  - Interest income $1.1 million
  - Medi-Cal Administrative Activity (MAA) prior year reimbursements – $400,000

Second Interim 2022/23 – Current Year Expenses

- Expense Savings
  - Salaries and Benefits – $2.9 million
  - Supplies, Services, Capital Outlay – $2.3 million
  - Increased Preschool Rates (reduces contribution) – $4.1 million
- Expense Increases
  - Utilities – $5.0 million
- Committed Board Approved One-Time Expenditures
  - Education Center Remodel – $2.4 million
  - Design Science Facility – $0.9 million
  - Financial Software Upgrade – $0.9 million
  - Restroom Renovation – $0.8 million
  - Supplemental and Concentration – $21.4 million
  - Future Textbook Adoption – $29.8 million
  - Pandemic Learning and Recovery – $122.4 million

Multi-Year Projections

- Multi-Year Assumptions
  - Local Control Funding Formula (LCFF)
    - 2023/24 – 8.13% COLA – $58.1 million
    - 2024/25 – 3.54% COLA – $21.9 million
  - Increase contribution to STRS and PERS per statute
    - 2023/24 – $2.1 million
    - 2024/25 – $1.4 million
  - Health and Welfare
    - 2023/24 – $9.6 million
    - 2024/25 – $3.7 million
  - Workers' Compensation rate decrease from 1.60% to 1.15% to maintain reserve at 90% through 2024/25
    - 2023/24 – ($1.6 million)
  - Unemployment rate decreases from .50% to .20%
    - 2023/24 – ($1.2 million)

Projected Employer Pension Increases

CALSTRS

- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- 2021/22 – 16.92%
- **2022/23 – 19.10%**
- 2023/24 – 19.10%
- 2024/25 – 19.10%
- 2025/26 – 19.10%
- 2026/27 – 19.10%

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 – 27.000%*
- 2024/25 – 28.100%*
- 2025/26 – 28.800%*
- 2026/27 – 29.200%*

**Estimated rates provided by CalPERS*

Multi-Year Projections (in millions)

	Projected 2022/23	Projected 2023/24	Projected 2024/25
Ongoing Funds:			
Revenues	$991.60	$1,050.63	$1,072.51
Expenses, Sources/Uses	$956.03	$1,048.86	$1,084.97
Ongoing Net Change in Fund Balance	$35.57	$1.77	($12.46)
One-Time Funds:			
One-Time Revenues	$1.40	$0.00	$0.00
One-Time Expenses	($40.66)	($38.80)	($10.80)
One-Time State and Federal Recovery Funds	$201.10	$242.70	$0.00
One-Time State and Federal Recovery Expenses	$146.90	$242.70	$0.00
One-Time Net Change in Fund Balance	$14.94	($38.80)	($10.80)
Total Unrestricted General Fund:			
Beginning Balance	$284.63	$335.14	$299.11
Ending Balance	**$335.14**	**$298.11**	**$274.85**
Cash, Inventory, Prepaid Assets	$4.55	$4.55	$4.55
Committed Future Textbook Adoption	$29.80	$18.80	$8.00
Committed Pandemic Learning and Recovery	$121.40	$122.40	$122.40
Committed Supplemental and Concentration Carryover	$21.40	$0.00	$0.00
Committed One-Time Expenses and Carryover	$5.00	$0.00	$0.00
Net Unrestricted General Fund Balance:	**$151.96**	**$153.43**	**$139.90**
Change in Reserve	***$5.19***	***$0.40***	***($12.46)***
Reserve level	**9.93%**	**8.82%**	**9.13%**

Second Interim 2022/23 – Summary

- Captured savings from current year expenditures
- Revised Multi-Year Projections
- **Resulting "Positive Certification"**
- **Staff Recommends Approval of the 2022/23 Second Interim Financial Report**

	Projected 2022/23	Projected 2023/24	Projected 2024/25
Ongoing Funds:			
Revenues	$991.60	$1,050.63	$1,072.51
Expenses, Sources/Uses	$956.03	$1,048.86	$1,084.97
Ongoing Net Change in Fund Balance	**$35.57**	**$1.77**	**($12.46)**
One-Time Funds:			
One-Time Revenues	$1.40	$0.00	$0.00
One-Time Expenses	($40.66)	($38.80)	($10.80)
One-Time State and Federal Recovery Funds	$201.10	$242.70	$0.00
One-Time State and Federal Recovery Expenses	($146.90)	($242.70)	$0.00
One-Time Net Change in Fund Balance	**$14.94**	**($38.80)**	**($10.80)**
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Beginning Balance	$284.63	$335.14	$298.11
Ending Balance	**$335.14**	**$298.11**	**$274.85**
Cash, Inventory, Prepaid Assets	$4.55	$4.55	$4.55
Committed Future Textbook Adoption	$29.80	$18.80	$8.00
Committed Pandemic Learning and Recovery	$121.40	$122.40	$122.40
Committed Supplemental and Concentration Carryover	$21.43	$0.00	$0.00
Committed One-Time Expenses and Carryover	$5.00	$0.00	$0.00
Net Unrestricted General Fund Balance:	**$151.96**	**$152.36**	**$139.90**
Change in Reserve	***$5.19***	***$0.40***	***($12.46)***
Reserve level	**9.93%**	**8.82%**	**9.13%**

State Financial Reporting Requirements

The state requires school districts to submit interim financial reports twice a year. The First Interim is due by December 15th and the Second Interim by March 15th. At these times, 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; its collective bargaining agreements are subject to County Office scrutiny prior to board approval; and it 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) Second Interim Memo to School Districts

The FCSS provided guidance in February that outlined the assumptions school districts should follow while preparing their Second Interim reports which includes:

- ✓ *"LEAs face near and long-term challenges, including risks to the state revenue forecast, reduced ADA due to COVID-19- related student absences, inflationary pressures including potential pension rate increases, expiring one-time COVID-19 relief funds and declining enrollment. As each LEA has unique funding and program needs, it remains essential that LEAs continuously assess their individual situations, work closely with their COE and plan accordingly to maintain fiscal solvency and educational program integrity."*
- ✓ *"The Governor's Budget revises prior-year deposits based on updated revenues and projects a required $365 million deposit in 2023-24. The revised and projected deposits will result in an estimated account balance at the end of 2022-23 of $8.5 billion, approximately $1 billion less than the $9.5 billion estimated in the 2022-23 enacted budget."*
- ✓ *"District reserves will continue to be capped in 2023-24 at 10% of the assigned/unassigned ending balance."*
- ✓ *"Districts subject to the cap should continue to plan while preparing their 2023-24 budgets to ensure they are limiting their assigned and unassigned reserves in the General Fund 01 and the Special Reserve Fund for Other Than Capital Outlay Fund 17 to no more than 10% of annual expenditures."*
- ✓ *"The Governor's 2023-24 proposed budget includes an 8.13% COLA to the LCFF that, when combined with growth adjustments, will result in $4.2 billion additional LCFF funds. However, at the time of the Budget proposal, two data points were still outstanding that are needed to calculate the final statutory COLA for 2023-24."*
- ✓ *"Declining enrollment protection for school districts will continue to be based on the greater of current year, prior year, or the average of the most recent three prior years' ADA. Charter schools will continue to be funded on current year ADA."*
- ✓ *"Voters approved Proposition 28 in November 2022, which requires the state to annually allocate 1% of the TK-12 portion of Proposition 98 funding for arts and music instruction in schools. LEAs must allocate the funding to each school based on the same breakdown, and principals must develop expenditure plans for their school. For LEAs with 500 or more students, at least 80% of the funding must be used for employees providing arts and music education. Administrative costs for the program are limited to 1%, and the act also includes maintenance of effort and supplement, not supplant, requirements."*
- ✓ *"The state's adopted budget for 2022-23 established the Arts, Music and Instructional Materials Discretionary Block Grant totaling $3.6 billion. The 2023-24 Governor's Budget proposes a pull back of $1.2 billion from this grant to fully fund the increases to LCFF."*
- ✓ *"LEAs should determine early in their 2023-24 budget and LCAP development process if there is potential carryover related to the increased and improved services requirement and plan accordingly."*

- The prior guidance projected the funded COLA of 5.38% for 2023/24 and 4.02% for 2024/25; current guidance includes the COLA for 2023/24 at 8.13% and for 2024/25 at 3.54%
- The CalSTRS employer contribution rates remain the same for 2023/24 and 2024/25 at 19.10%

- The prior guidance projected CalPERS employer contribution rates for 2023/24 and 2024/25 were 25.20% and 24.60%; current guidance includes CalPERS rates for 2023/24 at 27.00% and 28.10% for 2024/25
- The Second Interim recognizes decreased Workers' Compensation rate for 2023/24 from 1.60% to 1.15%

Rationale for Positive Certification Status
Staff recommends a positive certification status.

For purposes of this memo and analysis, the assumptions utilized included 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 changes. 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 for 2022/23**
   The 2022/23 Local Control Funding Formula (LCFF) includes an increase to the Unduplicated Pupil Percentage (UPP) based on January 24, 2023, certification from 87.90% to 88.45% of $600.000.

2. **Local Income**
   Included in the Second Interim is an increase of $1.1 million for increased interest income and $400,000 to recognize Medi-Cal Administrative Activity (MAA) reimbursement received for prior years and recognized as one-time revenue.

3. **Program Savings**
   Included in the Second Interim are increased savings in the Unrestricted General Fund of $2.9 million in salaries and benefits based on year-to-date expenditures compared to historic averages as well as one-time savings due to new positions added in 2022/23. In addition, the preschool rate increased which reduces the unrestricted contribution by $4.1 million.

4. **Supplies, Services and Capital Outlay**
   Included in the Second Interim are savings area of supplies, services and capital outlay of approximately $2.3 million

5. **Supplies, Services**
   Included in the Second Interim are increased cost in the area of utilities of $5.0 million.

6. **Board of Education Approved One-Time Expenditures**

At the June 15, 2022, and October 12, 2022, Board of Education meetings, one-time expenditures and carryover of one-time funds were approved. These items total approximately $59.1 million.

One-Time Expenditure Fund Balance

The Second Interim projects $41.2 million will be expended in 2022/23 in the following main areas:

- Textbook Adoption $ 14.0 million
- Supplemental and Concentration Carryover $ 7.0 million
- Fulton Education Building $ 8.0 million
- Financial Software Upgrade $ 3.3 million
- Sites and Department Carryover $ 3.2 million
- Education Center Remodel $ 2.6 million
- Design Science Facility $ 2.5 million
- Restroom Renovation $ 0.6 million

The remaining $17.9 million and the Second Interim recognizes additional Supplemental and Concentration savings of $8.5 will be included as committed fund balance in 2023/24 as follows:

- Supplemental and Concentration Carryover $ 21.4 million
- Education Center Remodel $ 2.4 million
- Design Science Facility $ 0.9 million
- Financial Software Upgrade $ 0.9 million
- Restroom Renovation $ 0.8 million

Committed Fund Balance

The Second Interim commits the following for future year planning:

	2023/24	2024/25
Future Textbook Adoptions	$ 18.8 million	$ 8.0 million
Pandemic Learning and Recover	$122.4 million	$122.4 million

7. Local Control Funding Formula for 2023/24 and 2024/25

The multi-year projections include LCFF funding at the COLA levels mentioned earlier in the report as well as adjusted ADA, resulting in an increase for 2023/24 and 2024/25 of $58.1 million and $21.9, respectively.

8. CalSTRS and CalPERS for 2023/24 and 2024/25

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 $2.1 million in 2023/24, and an additional $1.4 million in 2024/25.

9. Health Contribution for 2023/24 and 2024/25

In accordance with the current employee bargaining agreements, the district's contribution to the Health Fund for 2022/23 increased by $2,761 per active eligible employee over 2021/22 to $23,016. In addition, for each active eligible employee, the district's contribution to the Health Fund is estimated to increase by $1,420 in 2023/24 and $544 in 2024/25, equating to $9.6 million and $3.7 million, respectively.

10. **Workers' Compensation for 2023/24 and 2024/25**
    The multi-year projection decreases the Workers' Compensation rate from 1.60% to 1.15% and the reserve level of 90% through 2024/25.

11. **Unemployment Rate for 2023/24 and 2024/25**
    The 2023/24 Unemployment Rate decreases from 0.50% to 0.20%.

12. **Indirect Rate for 2023/24 and 2024/25**
    The 2021/22 Unaudited Actual Financial Report projected the 2023/24 indirect rate at 3.08%. The multi-year projection assumes this rate through 2024/25.

13. **Budget Development for 2023/24**
    The Second Interim assumes budget planning of $40.0 million ongoing and $7.4 million one-time spending. Proposals are being discussed during the budget development process.

14. **Contributions for 2023/24 and 2024/25**
    Contributions for Special Education and Routine Restricted Maintenance are projected to increase in the multi-year by $4.7 million for 2023/24, and $1.2 million for 2024/25.

15. **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 $65.8 million as of June 30, 2023.

Conclusion

A summary of all budgets is reflected in the attached state report. Staff recommends the Board approve the 2022/23 Second Interim Financial Report with a positive certification as presented.

Attachment: State 2022/23 Second Interim Financial Report

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM B-25

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

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

TITLE AND SUBJECT: Discuss and Approve the California School Boards Association Delegate Assembly Ballot

ITEM DESCRIPTION: Included for Board Member consideration is ballot material for candidates seeking election to the California School Boards Association (CSBA) Delegate Assembly for Subregion 10-B, Fresno County.

Ballot materials included with this agenda item consist of a memorandum from CSBA, a copy of the ballot, a list of Delegates in the region, and biological sketch forms for the candidates.

The original signed ballot must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2023.

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) 457-3566

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

DEPUTY SUPERINTENDENT APPROVAL:

California School Boards Association

REQUIRES BOARD ACTION

Due: Weds. March 15—return ballot in enclosed envelope

January 31, 2023
MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Susan Markarian, CSBA President
Re: 2023 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Weds. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held. Results will be published by May 11, 2023.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 – March 31, 2025. The next meeting of the Delegate Assembly takes place on Saturday, May 20 and Sunday, May 21, 2023. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 10-B
(Fresno County)

Number of seats: 4 (Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

☐ Daniel Babshoff (Kerman USD)*

☐ Joshua Sellers (Central USD)

☐ Constance Schlaefer (Sierra USD)

☐ G. Brandon Vang (Sanger USD)*

COPY

Provision for Write-in Candidate Name _____ *School District* _____

Signature of Superintendent or Board Clerk _____ *Title* _____

School District Name _____ *Date of Board Action* _____

See reverse side for list of all current Delegates in your Region.

REGION 10 – 14 Delegates (10 elected/4 appointed◈)

Director: Kathy Spate (Caruthers USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion10-A (Madera, Mariposa)
Barbara Bigelow (Chawanakee USD), term expires 2023

Subregion10-B (Fresno)
Daniel Babshoff (Kerman USD), term expires 2023
Darrell Carter (Washington USD), term expires 2024
Claudia Cazares (Fresno USD) ◈, term expires 2024
Naindeep Singh Chann (Central USD), term expires 2023
Valerie Davis (Fresno USD)◈, appointed term expires 2023
David DeFrank (Clovis USD◈, appointed term expires 2023
Ronald Parker (Firebaugh-Las Deltas USD), term expires 2024
Keshia Thomas (Fresno USD) , appointed term expires 2024
G. Brandon Vang (Sanger USD), term expires 2023
Vacant, term expires 2023
Vacant (Clovis USD)◈, appointed term expires 2024

Subregion10-C (Kings)
Teresa Carlos-Contreras (Kings River- Hardwick Union ESD), term expires 2024

County Delegate:
Marcy Masumoto (Fresno COE), term expires 2024

Counties

Madera, Mariposa (Subregion A)
Fresno (Subregion B)
Kings (Subregion C)

View results

Respondent

20 Anonymous

24:09
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Yes

3. Full name *

Constance "Connie" Kee Schlaefer

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

8A

8B

8C

8D

9A

9B

9C

9 - County

10A

10B

11A

11B

11 - County

12A

12B

15

15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Sierra Unifie

6. Years on board *

10

7. Profession

Retired military

8. Contact number *

559-905-8372

9. Primary email address *

cschlaefer@gmail.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I'm interested in becoming a Delegate because I'm a big believer in what CSBA brings to board members, and would like to represent small rural districts as we continue to shape CSBA policy together. I am reliable and committed to doing the job well.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been on the board for 10 years, president for 3, vice president for 1. During that time, I have served in a CSBA/CCEE professional learning network for 2 years, representing small rural districts. I have been active on the Fresno County Board of Trustees Association and now serve on the Board of Directors. In my community, I also serve on the Board of Directors for the Friends of the Auberry Library, and host after-school rocket club and computer club.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest challenge facing boards continues to be recovery from Covid. First and foremost, students and staff are still in the process of stabilizing after the turmoil created by the sudden transition to distance learning, and the disparities in its effectiveness for a range of students. With a renewed focus on mental health needs as well, boards need to navigate their responsibilities of setting direction and allocating resources to the area of greatest need. This is particularly challenging in a climate of staff shortages and burnout. CSBA can continue to share opportunities to advocate for our schools, train board members, and highlight news and current events that affect our area of responsibility.

View results

Respondent

62 Anonymous

38:00
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Daniel Babshoff

3. Full name *

Daniel babshof

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

8A

8B

8C

8D

9A

9B

9C

9 - County

10A

10B

11A

11B

11 - County

12A

12B

15

15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Kerman Unified School District

6. Years on board *

12

7. Profession

Self Employed

8. Contact number *

559-246-8507

9. Primary email address *

daniel.babshoff@kermanusd.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

As a Delegate for the past 10 years, it is pivotal to continue working diligently within the foundations that CSBA has laid, to use what we he learned and persevere through the challenges that lie ahead to keep public education at the forefront. I want to be a Delegate Member because it gives me great strength within my district to be able to represent not only my district but children for decades to come. I am active with in the Delegate Assembly and not just a body in a seat. I am vocal and help motivate those that need that extra push to advocate for our kids. I have great relationships with my elected officials and help them understand how their actions impact public education.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I am a member of the Fresno County School Board Trustee Association currently the 2023 President. I am Co-Chair of the Fresno County Committee on School District Reorganization. I am Board President of Kerman Unified School Board. I am the Chair on Kerman's Tax Oversight Committee. I am President elect at our Kerman Rotary Club. I am involved with Kerman's Facilities Committee, the Kerman Unified Education Foundation, FFA and 4H. I mentor groups for young children through "Off the Front".

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

In todays changing environment, each board has different struggles. One that seems to be repetitious is what I call the "trifecta". Public engagement, financials, effects of Covid loss of learning. Public engagement started with Covid's shutdowns and infuriated parents. Our students have long lasting educational loss which leads to mental struggles among other items. Financially speaking, the way schools receive monies is changing with "one time" monies ending and the reality of decreased revenue due to our current economical times. So Boards are meet with many different obstacles. CSBA can help by being proactive within districts to support them. Pacers are needed more now than ever as boards are seeking more and more information and area's in which CSBA can help. It seems more like Pacers are a hotline for Boards seeking help. So CSBA can help by looking at its members more like a patient rather than a client. To give them the tools needed and support needed to deal with the challenges they face. To reach out to its members instead of waiting for the members to reach out to them.

View results

Respondent

44 Anonymous

61:42
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

G. Brandon Vang

3. Full name *

G. Brandon Vang

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

8A

8B

8C

8D

9A

9B

9C

9 - County

10A

10B

11A

11B

11 - County

12A

12B

15

15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Sanger Unified School District

6. Years on board *

5

7. Profession

Farmer

8. Contact number *

559-369-7429

9. Primary email address *

2142 S. Shirley, Fresno, CA 93727

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

As your current delegate assembly member representing Region 10B, I saw first hand the importance of having a voice in shaping public education policies in Sacramento. I believe it is important to have Delegate Assembly members who understand and reflect the visions and values of the students and parents in the region they represent. I am a father of three Sanger Unified graduates and two current Sanger Unified students. As a minority who attended primary and secondary public education, and the first in my family to graduate from a UC school, I understand the struggles many of our students and their parents are experiencing. If elected, I will continue to advocate for those who traditionally do not have a voice.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been a member of the Sanger Unified Board of Trustees for five years and president for two years. I am honored to have been elected as an Assembly Delegate member two years ago. in that time, I was able to utilize the skills and knowledge I acquired at the annual California School Boards Association, Annual Education Conference and incorporate these learned concepts and theories in my decision-making process as a Trustee. Additionally, the many meetings with Delegate Assembly members and elected local, state, and national officials have provided invaluable insights and effective collaborative strategies in dealing with current district shortcomings.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The most critical issue facing all school districts is the health and financial crisis caused by COVID. Now, more than ever, this virus has forced many school districts to "think outside the box" to meet the many challenges of its students and community. This can only be achieved if our elected officials in Sacramento and Washington D.C. are aware of school districts struggles. A CSBA delegate assembly member is critical in establishing the conduit between local school districts needs and state and federal resources and funding. I believe I have the experience to assist in that objective.

View results

Respondent

69 Anonymous

11:18
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Joshua Sellers

3. Full name *

Joshua Wade Sellers

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

8A

8B

8C

8D

9A

9B

9C

9 - County

10A

10B

11A

11B

11 - County

12A

12B

15

15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Central Unified School District

6. Years on board *

0

7. Profession

Firefighter

8. Contact number *

5595790384

9. Primary email address *

Ffd10520@gmail.co

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I accepted the nomination by my board. I was just elected in November and I'm trying to learn as much as I can.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I was recently elected in November and have limited experience on the board.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest challenge I see is finding people to volunteer their time while keeping them motivated and engaged.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 2023

AGENDA ITEM B-26

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

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

TITLE AND SUBJECT: Present and Discuss the First Chicanx Latinx High School Recognition Celebration

ITEM DESCRIPTION: Global Student League (GSL), a student voice group organized by English Learner (EL) Services for the Superintendent's goal of obtaining feedback from students, developed a student-centered plan to present to the Board. GSL students take leadership training courses with Youth Leadership Institute (YLI), a community partner, to develop leadership and advocacy skills. The students created this proposal as part of their summer course with YLI and would like to share and discuss an event for Chicanx Latinx graduating seniors.

Global Student League is advocating for a culturally rich, Spanish-language high school recognition celebration commencing with the Class of 2023 and the possibility of the event becoming an annual engagement that is organized between the district and community partners. GSL is proposing this optional event for graduating seniors at any of the comprehensive high schools and alternative education campuses in Fresno Unified and their families. In year 1, the celebration could begin small with one high school and scale to multiple high schools in future years. Using a Fresno Unified High School auditorium, stadium, or a free community venue i.e., Arte Americas. In the presentation, you will see the different options created by the student group that reflect a multi-year plan.

GSL students would appreciate feedback and considerations from the Board in order to move the plan forward. If the celebration is supported by the Board, Global Student League students will recruit community members that would like to participate in the implementation plan of the recognition celebration, including sponsorship.

FINANCIAL SUMMARY: Fresno Unified staff that wish to participate will do so on a voluntary basis. In year one, a contract of $15,000 to YLI will include leading the event with the goal of identifying an organization that will lead in year 2 and beyond. Community partners that have committed thus far to the project include: Youth Leadership Institute, Nu Alpha Kappa, California State University, Fresno County Office of Education, Chicano Alumni Association, Hispanic Business Student Association, Fresno County Superintendent of Schools, and Fresno City Council Member Offices.

PREPARED BY: Sandra Toscano,
Instructional Superintendent

DIVISION: English Learner Services
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Dr. Natasha Baker,
Chief of Staff

DEPUTY SUPERINTENDENT APPROVAL:

Chicanx Latinx High School Recognition Celebration



Aliah Shaath, Analí Cerda,
Crystal Sandoval, Mariela Hernández Arellano,
and Roberto Sánchez Tepec

EDISON HIGH

Global Student League (GSL) Mission Statement

The GSL of FUSD high schools unites and strengthens diverse multilingual student voices to advocate for inclusive change.



EDISON HIGH SCHOOL	2017-2018	2016-2017
Latinos/Hispanics	94.8	99.4
English Learners	62.5	89.1

Graduation Rates for Latinos and English Learners

Graduation rates for Latinos and English learners have been decreasing. (fresnoleader.com)

Our Goal



- To hold a high school recognition celebration specifically for Latino high school graduating seniors.
- To highlight higher education amongst Latino families.
- To deliver messages primarily in Spanish so families are more engaged in their child's milestone.
- To honor the families of high school graduating seniors through a culturally-rich ceremony.
- To recognize high school graduating seniors receiving the California Seal of Biliteracy in Spanish.

FUSD Goals

Family Goal

Increase inclusive opportunities for families to engage in their students' education

Establish and enhance culturally-proficient two-way communication and engagement opportunities for families

Year 1 Plan-June 2023

- Youth Leadership Institute will lead event
- FUSD high school graduating seniors
- FUSD Stadium – McLane High School
- Sarape Stoles
- Folklorico and Mariachi performances
- 80% Spanish 20% English
- Recognition of 1st Generation Graduates
- Recognition of Seal of Biliteracy Recipients (Spanish language)
- Acknowledgement of FUSD scholarship recipients
- Spanish Keynote Speaker
- Simple Decor
- Media Coverage
- First Gen Stories Speech by students
- Name Callers to pronounce names correctly
- First Come First Serve ONE event: Capacity 400 seniors

Year 2 Plan – June 2024

- An Identified Community Organization will lead the event
- FUSD high school graduating seniors
- Save Mart Center
- Sarape Stoles
- Folklórico and Mariachi performances
- 80% Spanish 20% English, with written translation on screens
- Recognition of 1st Generation Graduates
- Recognition of Seal of Biliteracy Recipients (Spanish language)
- Acknowledgement of FUSD scholarship recipients
- Spanish Keynote Speaker
- Cultural decorations
- Media Coverage
- First Gen Stories Speech by students
- Name Callers to pronounce names correctly

First Come First Serve ONE event: Capacity 1,000 seniors

Year 3 Plan– June 2030

- Identified Community Organization will lead the event
- Include Metropolitan Area: Central, Clovis, FUSD
- Save Mart Center
- Sarape Stoles
- Folklórico and Mariachi performances
- 80% Spanish 20% English, with written translation on screens
- Recognition of 1st Generation Graduates
- Recognition of Seal of Biliteracy Recipients (Spanish language)
- Spanish Keynote Speaker
- Cultural Decorations
- Media Coverage
- First Gen Stories Speech by students
- Name Callers to pronounce names correctly
- First Come First Serve ONE event

What we as youth are asking of Fresno Unified School District

- Participation from FUSD Latino graduating seniors, Class of 2023- consists of approximately **3,000 students**, (**1,958** have a primary language of Spanish).
- FUSD sponsorship of celebration
- FUSD Representative to participate on the Planning Committee
- FUSD site support at participating high schools with communication and coordination of participants
- FUSD student performers and transportation to event



How can FUSD make current commencements more representative of the FUSD student population and more inclusive?

- Culturally rich celebration to represent the schools population.
- FUSD department that represents the Native Speaker Spanish programs.
- Remarks from school personnel, student speeches and FUSD School Board to be delivered in multiple languages.
- Students can wear a stole and decorate their caps to reflect their cultural identity.
- Student performances to highlight the rich diversity of the district.

Youth Allies from the Fresno Community

- Dr. Saúl Jiménez-Sandoval, President, CSU Fresno
- Office of Fresno County Superintendent of Schools
- Nu Alpha Kappa (NAK), CSU Fresno
- Chicano Alumni Association, CSU Fresno
- Dr. Victor Torres, CSU Fresno
- Hispanic Business Student Association, CSU Fresno
- Youth Leadership Institute
- Office of Council President Tyler Maxwell
- Office of Councilmember Nelson Esparza
- Office of Councilmember Miguel Arias
- McLane High School

¡Gracias por su tiempo y su apoyo!

Global Student League (GSL)

Bullard High
Edison High
Fresno High
Hoover High
McLane High
Roosevelt High
Sunnyside High

Chicanx Latinx High School Recognition Celebration

The Journey

June 27 @ McLane High School







Presentation to Adult Allies
and
Fresno Community

Chicanx Latinx High School Recognition Celebration
The Journey
September 2 @ Edison High School



Meeting with President Saúl Jiménez-Sandoval of CSU Fresno



Chicanx Latinx High School Recognition Celebration
The Journey
October 3 @ Edison High School







Meeting with Superintendent Bob Nelson of Fresno Unified