



BOARD OF EDUCATION
REGULAR MEETING
SUNNYSIDE THEATRE
1019 S. PEACH AVENUE
FRESNO, CA 93727
board.fresnounified.org

AGENDA
JUNE 01, 2022
***4:30 P.M. (CLOSED SESSION) *5:15 P.M. (OPEN SESSION)**
SUNNYSIDE HIGH SCHOOL THEATRE

PLEASE NOTE: WE ARE BACK TO IN-PERSON BOARD MEETINGS.

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

PLEASE NOTE: PARKING WILL BE AVAILABLE AT THE SUNNYSIDE HIGH SCHOOL PARKING LOT.

Individuals who plan to attend the meeting in person must go through the [COVID-19 Daily Self-Health Screening Tool](#) the day of the board meeting and must answer "no" to all questions.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Sunnyside High School Theatre 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.**

CALL Meeting to Order

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); FUSD Negotiator(s): 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).
 - a. Principal
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
 - a. Potential Case

***5:15 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

A student will lead the flag salute.

HEAR Report from Superintendent

***5:30 P.M., RECOGNIZE** the Fresno Unified School District Student Academic, Athletic and Arts Award Recipients

RECESS after Student Recognitions

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 May 18, 2022 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, ADOPT Resolution in Support of Commitment to Academic Growth and Achievement

Included in the Board binders for consideration and adoption is a resolution in support of the declaration of the district's commitment to academic growth and achievement. Our goal to improve academic performance at challenging levels by closing achievement gaps through an equity lens and research-based instructional and intervention practices specifically calls us to action through understanding performance in two ways: proficiency and growth. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Lindsay Sanders, telephone 457-3750.

A-4, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the May 04 and May 18, 2022 Regular Board meetings. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-5, APPROVE Position and ADOPT Job Description Behavior Support Advisor and Classified Management 205 Duty Day Salary Schedule

Included in the Board binders is the Job Description of Behavior Support Advisor, Prevention & Intervention. This position is accountable for assisting school sites with social-emotional-behavioral services, provide direct behavioral services and consultation to students, staff, and parents/guardian, and assist in the supervision of staff. This position works with school site administrators, teachers, and community within a Multi-Tiered System of Support (MTSS) framework, to coordinate the identification and implementation of strategies and interventions to assist in behavioral, educational, and social emotional needs of students, and assist in providing leadership and support in the development of district level and site based intensive social emotional support systems through a culturally responsive and trauma informed lens. The Superintendent recommends approval

A. CONSENT AGENDA – continued

and adoption. Fiscal impact: There are sufficient funds in the Prevention & Intervention budget. Contact person: David Chavez, telephone 457-3548.

A-6, APPROVE Position and ADOPT Job Description Coordinator I, Extended Learning

Included in the Board binders is the Job Description of Coordinator I, Extended Learning. This position is accountable for improving student achievement through the effective management of an assigned area(s); coordinate activities as related to Extended Learning programs, provide students access to high quality learning options to stay in school on target to graduate, provide leadership, expertise, and support at the school site level for the full implementation of Extended Learning programs; supervise, train, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services. Works under the direction of the site principal/administrator. The Superintendent recommends approval and adoption. Fiscal impact: There are sufficient funds in the Extended Learning budget. Contact person: David Chavez, telephone 457-3548.

A-7, APPROVE Position and ADOPT Job Description Manager II, Nurse Educator

Included in the Board binders is the Job Description of Manager II, Nurse Educator. This position is accountable for improving student achievement with special attention on English Learners and Special Education students through effective management of assigned areas; coordinate, plan, and manage assigned functions or programs relating to fiscal management, control and analysis of a specific area within a department or division in support of educating students at a high level; ensure compliance with applicable federal, State and local laws, rules and regulations; supervise, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services. The Superintendent recommends approval and adoption. Fiscal impact: There are sufficient funds in the Health Services budget. Contact person: David Chavez, telephone 457-3548.

A-8, APPROVE Revised Job Description for Chief, Human Resources/Labor Relations

Included in the Board binders is the revised Job Description for Chief Human Resources/Labor Relations. This position is designated Management, exempt and placed E-33 of the Management Salary Schedule. The revision to the job description more specifically delineates the function as the District's Title IX Coordinator within this position; facilitates and coordinates compliance with Title IX of the Civil Rights Act of 1964. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Misty Her, telephone 457-3501.

A. CONSENT AGENDA – continued

A-9, APPROVE Agreement with California Association of Directors of Activities Central

Included in the Board binders is an agreement for California Association of Directors of Activities (CADA) Central. As part of the agreement, CADA Central will provide student and adult leadership programming, facilities, recreation, room, and board for Fresno Unified high school students and adult sponsors. California Association of Directors of Activities/California Association of Student Leaders (CASL) programs will utilize a collaborative learning model for teaching leadership skills and advocacy that will bring positive campus culture building strategies back to all high school sites. The agreement is for a three-year term and includes the following CADA/CASL programs: CADA/CASL Summer Camp (July), CADA Area Student Conference (October), CADA Area Adult Conference (December), CADA State Convention (March), and the CASL State Convention (April). The Superintendent recommends approval. Fiscal impact: Sufficient funds in the estimated amount of \$140,000 annually are available in the Student Engagement budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-10, APPROVE Agreements with Fresno County Superintendent of Schools

Included in the Board binders is an agreement with Fresno County Superintendent of Schools (FCSS) for the purpose of providing a four-day camp for our African American Student Leadership Cohort (2026). FCSS Character, Honor, Integrity, Perseverance and Service Camp will allow our students to participate in educational and leadership activities that support their transition from eighth through ninth grade. The summer day camp is scheduled for June 27, 2022, through June 30, 2022. This nonresidential program will be located at Fresno State University, Fresno City College and FCSS Scout Island, with transportation provided by Fresno Unified Transportation Department and the Student Engagement Office. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$25,000 are available in the Student Engagement budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-11, APPROVE Agreement with Regents of the University of California, Merced

Included in the Board binders is an agreement with Regents of the University of California, Merced for the purpose of providing a five-day overnight camp for our African American Student Leadership Cohort (2027). The curriculum will focus on UC readiness, A-G completion, student self-management, study skills, and leadership development, which serves as the foundation for the African American Student Leadership Academy whose goal is to support African American students in the pursuit of UC eligibility upon graduation. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$ 113,600 are available in the Student Engagement budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A. CONSENT AGENDA – continued

A-12, APPROVE Agreement with The Center for Black Educator Development

Included in the Board binders is an agreement with The Center for Black Educator Development. For the 2021/22 academic year, the Center for Black Educator Development in partnership with The Office of African American Academic Acceleration (A4) will develop professional development series to further educate administrators, teachers, and classified staff around exploring strategies for addressing and readdressing biases. These trainings will occur over the next few years and be built into current trainings provided by A4 for staff to further enhance knowledge and understanding on how various elements of our identity show up in our work which can lead to unconscious biases that can result in racial microaggressions. These trainings support our district staff goal of creating a safe and inclusive climate that promotes relationships, collaboration, diversity, and our values. Please see MOU for scope of work. The Superintendent recommends approval. Fiscal impact: Fiscal impact will be a total of \$16,500 for the 2021/22 school year. Sufficient funds are available in the African American Academic Acceleration general budget. Contact person: Misty Her, telephone 457-3501.

A-13, APPROVE Amendment No. 2 to Agreement with First Student, Inc. for Pupil Transportation Services – Special Education Programs

Included in the Board binders and recommended for approval is Amendment No. 2 to Fresno Unified School District's agreement with First Student, Inc. for Pupil Transportation Services – Special Education Programs. The amendment will increase year one of the agreement by 2.05% retroactively to January 01, 2022 and for years two through five, the current rate adjustment provisions shall be amended, to increase an additional 2.05% annually after the CPI rate adjustment is calculated. The Superintendent recommends approval. Fiscal impact: Funds are available in the Transportation Department budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-14, APPROVE Use of Individual Piggyback Contracts in 2022/23

Included in the Board binders is a list of piggyback contracts recommended for utilization by the district during 2022/23 for efficient and cost-effective procurement. Piggybacking is allowed under Public Contract Codes 10299 and 20118 and is a best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense provide back-up contract options and favorable pricing. The Superintendent recommends approval. Fiscal impact: Estimated annual expenditures for each piggyback contract are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA – continued

A-15, APPROVE Award of Bid 22-40, Hoover High School Library Modernization

Included in the Board binders is information on Bid 22-40, to modernize the Hoover High School Library. The existing 10,600 square foot building will be upgraded to provide a new seating/reading area, computer lab, career center, student store and campus culture work area and office. Staff recommends award to the lowest responsive, responsible bidder: Marko Construction Group, Inc. (Fresno, California) \$5,775,800. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$5,775,800 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Award of Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room HVAC Upgrades

Included in the Board binders is information on Bid 22-45, to install new packaged HVAC units in classrooms 45 and 46 at Kings Canyon Middle School and the athletic trainer's room at Sunnyside High School. Staff recommends award to the lowest responsive, responsible bidder: Carrier Corporation (Sacramento, California) \$384,900. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$384,900 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Bid 22-48, Sections A-C, Asphalt Pavement Rehabilitation at Various Sites - Group 1

Included in the Board binders is information on Bid 22-48, for the rehabilitation of asphalt play courts and parking lots at 16 school sites: Bakman, Lane, Lowell, McCardle, Muir, Norseman, Powers-Ginsburg, Robinson, Roeding, Sunset and Wolters Elementary Schools; Hamilton K-8 School; Sequoia and Yosemite Middle Schools; Fresno and Rata High Schools. Staff recommends award to the lowest responsive, responsible bidders: Section A, Tosted Asphalt, Inc. (Fresno, CA) \$170,900 and Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA) \$138,000; Section B, Tosted Asphalt, Inc. (Fresno, CA) \$296,950; Section C, Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA) \$319,400. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$925,250 are available in the Measure M Fund – Deferred Maintenance. Contact person: Paul Idsvoog, telephone 457-3134.

A-18, APPROVE Award of Bid 22-49, Sections A-D, Asphalt Pavement Rehabilitation at Various Sites - Group 2

Included in the Board binders is information on Bid 22-49, for the rehabilitation of asphalt play courts and parking lots at 11 school sites: Greenberg, Jefferson, Leavenworth, Mayfair and Starr Elementary Schools; Cooper Academy and Tenaya Middle Schools; and Cambridge, McLane, Roosevelt and Sunnyside High Schools. Staff recommends award to the lowest responsive, responsible bidders: Sections A and C, Dave Christian Construction Co., Inc. (Fresno, CA) \$727,850; Section B, Dave Christian Construction Co., Inc. (Fresno, CA) \$166,500 and Doug

A. CONSENT AGENDA – continued

Ross, Inc. dba Central Valley Asphalt (Lindsay, CA) \$106,500; Section D, Dave Christian Construction Co., Inc. (Fresno, CA) \$90,000, Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA) \$89,200, and Tosted Asphalt, Inc. (Fresno, CA) \$155,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,335,050 are available in the Measure M Fund – Deferred Maintenance. Contact person: Paul Idsvoog, telephone 457-3134.

A-19, APPROVE Award of Request for Proposals 22-26, Comprehensive Sexual Health Education Services

Included in the Board binders is the Request for Proposals 22-26, to select a qualified vendor to provide comprehensive sexual health educator services. The term is a three-year period with the option to renew for two additional one-year periods. Approval of the following vendor is recommended: Fresno Economic Opportunities Commission (Fresno, CA) \$1,518,359. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,518,359 are available in the Curriculum, Instruction, and Professional Learning Budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-20, APPROVE the 2022/23 School Plans for Student Achievement

Included in the Board binders are the 2022/23 School Plans for Student Achievement (SPSA). The development of the SPSA is a collaborative process involving staff, students, parents, and community in the analysis of data to identify the needs of students, as well as an analysis of the effectiveness of practices and programs at the school. A copy of each SPSA is available upon request to the Board Office, as well as at each individual school site. The Superintendent recommends approval. Fiscal impact: All funding is available in the district's General Fund. Contact person: Santino Danisi, telephone 457-6226.

A-21, APPROVE Rejection of Bid 22-19, Aynesworth and Calwa Elementary Schools Unit Ventilation, Energy Management System and Central Plant Equipment Replacement

Included in the Board binders is information on Bid 22-19, to improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment at Aynesworth and Calwa Elementary Schools. Staff recommends rejection due to cost and regulatory requirements. The project will be redesigned and rebid in the future. The Superintendent recommends approval. Fiscal impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

A-22, Deny Claim GL21-0728-7081

Included in the Board binders is a Claim for Damages by Shanti Her-Frazier, case GL21-0728-7081. The Superintendent recommends the Claim be denied and the matter referred to the district's Executive Director of Benefits and Risk

A. CONSENT AGENDA – continued

Management for further handling. Fiscal impact: There is no fiscal impact to the district as this time. Contact person: Santino Danisi, telephone 457-6226.

A-23, RATIFY Agreement between Cerritos Community College and Fresno Unified School District

Included in the Board binders is an agreement between Cerritos Community College and Fresno Unified School District on behalf of Duncan Polytechnical High School Clean Fuels Transportation Pilot Career Opportunity Training Plan. Funds under this contract will be utilized to acquire equipment, develop or modify existing curriculum, and provide professional development in the clean fuels' transportation field. The Superintendent recommends ratification. Fiscal impact: Duncan Polytechnical High School will be awarded up to \$55,000 as part of the Clean Fuels Transportation Pilot Career Opportunity Training Plan from Cerritos Community College District. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-24, RATIFY Amendment with Designing Learning Inc.

Included in the Board binders is an amendment to agreement with Designing Learning Inc. Designing Learning Inc will introduce Patiño educators to the basic methods and processes of design thinking over the course of a two-day professional development experience. Participants will be facilitated through completing two immersive challenges to develop proficiency in the phases of design thinking: Empathize, Define, Ideate, Prototype, and Test. On the final day, Designing Learning Inc. will offer structures and strategies for implementing design thinking efforts in schools and facilitate the beginning of developing an implementation-ready action plan. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$29,998.00 are available in the California Career Technical Education Incentive Grant Program and the LCFF Supplemental Concentration Funds. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-25, RATIFY the Filing of a Notice of Completion

Included in the Board binders is a Notice of Completion for the following project, which has been completed according to plans and specifications.

- Bid 20-19, Fresno High School Career Technical Education Building Construction

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

A-26, RATIFY Purchase Orders from March 01, 2022 through March 31, 2022 – Primary Report

A. CONSENT AGENDA – continued

Included in the Board binders is information on purchase orders issued from March 01, 2022 through March 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 with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Paul Idsvoog, telephone 457-3134.

A-27, RATIFY Purchase Orders from March 01, 2022 through March 31, 2022 – Supplemental Report

Included in the Board binders is information on purchase orders issued from March 01, 2022 through March 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 with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Paul Idsvoog, telephone 457-3134.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

***7:15 P.M.**

B-28, PRESENT and DISCUSS Fresno Unified Student Engagement and Leadership Activities

Students will present highlights of a variety of student engagement and leadership programs within the district. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, 457-3838.

***8:15 P.M.**

B-29, HOLD Public Hearing, PRESENT and DISCUSS Fresno Unified School District's 2022/23 Local Control and Accountability Plan

Included in the Board binders is a copy of the Fresno Unified School District 2022/23 draft Local Control and accountability Plan (LCAP). Staff will present and the Board of Education will discuss the plan. As required by Education Code 52062, a public hearing will be conducted to provide an opportunity for discussion and public comment regarding the Local Control and Accountability Plan. Fiscal impact: As noted in the support material. Contact person: Santino Danisi, telephone 457-6226.

B. CONFERENCE/DISCUSSION AGENDA - continued

***8:30 P.M.**

B-30, HOLD Public Hearing, PRESENT and DISCUSS Fresno Unified School District's 2022/23 Proposed Budget and Education Protection Account

Staff will present, a public hearing will be held, and the Board of Education will discuss Fresno Unified School District's 2022/23 Proposed Budget and Education Protection Account. The Proposed Budget includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2022/23 Proposed Budget and issues affecting the multi-year projections for 2023/24 and 2024/25. Fiscal impact: As noted in the support material. Contact person: Santino Danisi, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-31, RECEIVE Resolution 21-42, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020 (Measure M), Series B, in the Aggregate Principal Amount of Not to Exceed \$125,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

Included in the Board binders is Resolution 21-42, which provides for the issuance and sale of Measure M General Obligation Bonds, Series B, in the aggregate principal amount of not to exceed \$125,000,000, and authorizes execution and delivery of related documents and actions. The bonds will be issued under Bond Law to provide funding for school facility improvements for which they are authorized under Measure M, for identified priority projects over the next approximately 18 months (information in Board binders). Fiscal impact: Funding source is Measure M, approved by the voter electorate in March 2020. Contact person: Paul Idsvoog, telephone 457-3134.

C-32, RECEIVE Constituent Services Quarterly Reporting

Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of February 01, 2022 through April 30, 2022. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 01, 2022 through April 30, 2022 in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district. Contact person: Ambra O'Connor, telephone 457-3838.

C-33, RECEIVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for the following 11 Board Policies (BP):

- BP 5141.23 Infectious Disease Prevention (DELETE)
- BP 5141.52 Suicide Prevention
- BP 5142.3 Student Use of Bicycles (DELETE)
- BP 5143 Insurance

C. RECEIVE INFORMATION & REPORTS – continued

- BP 5145.11 Questioning and Apprehension by Law Enforcement
- BP 5145.12 Search and Seizure
- BP 5145.6 Parent Notification
- BP 5145.8 Refusal to Harm or Destroy Animals (DELETE)
- BP 6151 Class Size
- BP 6164.5 Student Success Teams
- BP 6164.6 Section 504 Of the Rehabilitation Act Of 1973

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

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item that is 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 that are brought before them at this time. The appropriate staff member will furnish answers to questions.

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY, JUNE 15, 2022 REGULAR MEETING**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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.

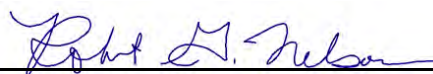
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

SUPERINTENDENT APPROVAL:

A handwritten signature in blue ink, appearing to read 'DC', is written over a horizontal line.A handwritten signature in blue ink, appearing to read 'Robert L. Nelson', is written over a horizontal line.

Fresno Unified School District

Date: June 1, 2022

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 2021-2022.

ELECTIONS**Classified Personnel**

Bell	Randy	Nutrition Services Assistant	Food Services	5/16/2022
Cordova	Clarissa	Custodian	Anthony Elementary	5/13/2022
Diaz Dolores	Lilia	Nutrition Services Assistant	Food Services	5/16/2022
Ellis	Tsemani	Paraprof, After Schl/Ext Day	Bullard Talent 7-8	5/5/2022
Eloyan	Naira	Paraprof, Moderate/Severe	Special Ed	5/13/2022
Garcia	Corina	Paraprof, Moderate/Severe	Heaton Elementary	5/18/2022
Gutierrez-Torres	Cynthia	Paraprof, Child Development	Addams Elementary	5/17/2022
Lee	Meng	Custodian	Williams Elementary	5/13/2022
Maravilla	Vanessa	Liaison, Home/School	Cooper Middle School	5/4/2022
Moua	Teng	Specialist, Tech Support I	Technology Services	5/18/2022
Nava	Selena	Paraprof, Mild/Moderate	Easterby Elementary	4/25/2022
Noggle	Carrie	Paraprof, Moderate/Severe	Fresno High School	5/18/2022
Palominos Farias	Bertha	Nutrition Services Assistant	Food Services	5/5/2022
Redondo Robles	Jose	Custodian	Plant Operations	5/23/2022
Rivera	Valery	Paraprof, Moderate/Severe	Heaton Elementary	5/5/2022
Rivera Padilla	Maricela	Paraprof, Moderate/Severe	Heaton Elementary	5/5/2022
Sandoval Hernandez	Patricia	Nutrition Services Assistant	Food Services	5/5/2022
Schneider	Alyssa	Paraprof, Moderate/Severe	Greenberg Elementary	5/9/2022
Silva	Elizabeth	Custodian	Hoover High School	5/16/2022
Spalliero	Amanda	Assistant, Office III	Transportation	5/23/2022
Vance	Veronica	Paraprof, Moderate/Severe	Figarden Elementary	5/17/2022
Vang	Cheng	Paraprof, Moderate/Severe	Kirk Elementary	5/18/2022
Wilkinson	Cindy	Manager, School Office I	Vinland Elementary School	5/16/2022
Yang	Michael	Custodian	Balderas Elementary	5/16/2022

RESIGNATIONS OR RETIREMENTS**Certificated Personnel**

Beasla	Rajdeep	Teacher, Lrng Hndcp, Sdc	Holland Elementary	6/10/2022
Bennett	Mark	Teacher, Vocational Ed	Duncan Polytechnical	6/30/2022
Griffin	Jacquelyn	Teacher, Elementary	Addams Elementary	6/10/2022
Coolbear	Rosemary	Teacher, Elementary	Rowell Elementary	6/23/2022
Hall	Whitney	Teacher, Middle School	Wawona K-8 School	6/30/2022
Harding	Dana	Teacher, Elementary	Manchester Gate	6/10/2022
Hatch	Anita	Teacher, Senior High	Mclane High School	6/10/2022
Higareda	Juan	Teacher, Middle School	Dakota Campus	7/1/2022
Kogelschatz	Blue	Teacher, Elementary	Addams Elementary	6/10/2022
McSherry-Medcalf	Julianne	Teacher, Spec Assgn	Lincoln Elementary	6/20/2022
Milanovich	Laura	Teacher, High School, eLearn Academy	eLearn Academy	6/10/2022

Polnitz	Karen	Teacher, Senior High	Edison High School	6/10/2022
Saephan	Susie	Teacher, Elementary	Figarden Elementary	6/10/2022
Scrivner	Kathleen	Teacher, Elementary	Vang Pao Elementary	6/10/2022
Severns	Hailey	Teacher, Elementary	Figarden Elementary	6/10/2022
Villalobos	Deborah	Teacher, Elementary	Calwa Elementary	3/31/2022
Weatherston	Kristin	Teacher, Elementary	Bullard Talent 7-8	6/10/2022
Wiggins	Lloyd	Teacher, Middle School	Wawona Middle School	6/10/2022

Classified Personnel

Alloway	Debra	Paraprof, Instructional Asst	Mccardle Elementary	6/10/2022
Andres	Jermaine	Nurse, Vocational License	Health Services	5/6/2022
Cortez	Felicita	Nurse, Vocational License	Health Services	4/29/2022
DePaz	Guadalupe	Paraprof, Instructional Asst	Pyle Elementary	5/19/2022
Gonzales	Kristy	Itinerant, DHH Sign Interprtr	Special Ed	5/31/2022
Gonzalez	David	Paraprof, Moderate/Severe	Pyle Elementary	6/10/2022
Jackson	Nicole	Paraprof, Mild/Moderate	Rutherford Gaston Middle Schoo	8/31/2021
Lee	Blong	Paraprof, PE/Athletics	Fresno High School	6/10/2022
Lee	Nikkie	Paraprof, Moderate/Severe	Ericson Elementary	5/13/2022
Machado Vasquez	Tina	Paraprof, After Schl/Ext Day	Starr Elementary	8/11/2021
Mendoza	Michelle	Nutrition Services Assistant	Food Services	5/16/2022
Mendoza	Vianey	Assistant, Noontime	Holland Elementary	6/13/2022
Mep	Kaytelen	Assistant, Noontime	Bakman Elementary	4/25/2022
Miller	Andrea	Nutrition Services Operator	Food Services	5/10/2022
Morris	Katina	Driver, Bus	Transportation	5/13/2022
Palacio	Ariel	Paraprof, Moderate/Severe	Adult Transition Prog Fairmont	5/6/2022
Piacentini	Teresa	Assistant, Office III	Special Educ Administration	5/31/2022
Roberts	Melinda	Registrar, Assistant	Bullard High School	6/10/2022
Sanchez	William	Assistant, Campus Safety	Heaton Elementary	2/24/2022
Scharnick	Jeffrey	Painter	Maintenance And Operations	6/30/2022
Torres	Anna	Nutrition Services Operator	Food Services	6/10/2022
Torres	Derick	Assistant, Noontime	Centennial Elementary	6/10/2022
Walker	Esther	Assistant, Campus Safety	Cesar Chavez Adult School	5/20/2022

Management Classified

Delgado	Christopher	Administrative Analyst, REA	Equity and Access	5/30/2022
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LEAVE REQUEST

Certificated Personnel

Borshch	Vladimir	Teacher, Senior High	Roosevelt High School	7/31/2022
Buller	Erica	Teacher, Lrng Hndcp, Sdc	Fort Miller Middle School	7/31/2022

Classified Personnel

Aguayo	Cecilia	Specialist, Chd Wel & Attnd II	Prevention And Intervention	3/28/2022
Bradford	Tracy	Nutrition Services Assistant	Food Services	5/11/2022
Eder	Shannon	Paraprof, Mild/Moderate	Powers Elementary	5/12/2022

Management Certificated

Silva	Lianna	Vice Principal I	Sunset Elementary	7/31/2022
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R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

Gamundi	Maria	Nutrition Services Assistant	Food Services	2/9/2022
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PROMOTIONS

Classified Personnel

Dominguez De Cuevas	Maria	Nutrition Services Assistant	Food Services	5/10/2022
Duarte Garcia	Vanessa	Nutrition Services Assistant	Food Services	5/9/2022
Fernandez	Gina	Nutrition Services Cook/Baker	Food Services	5/9/2022
Flores Jr	Elesandro	Plant Coordinator II	Fort Miller Middle School	5/13/2022
Gabbani	Courtney	Paraprof, Moderate/Severe	Scandinavian Middle School	5/13/2022
Garza	Ashley	Technician, Help Desk Support	Technology Services	5/5/2022
Gonzalez	Stephanie	Technician, Help Desk Support	Technology Services	5/5/2022
Guzman	Elizabeth	Technician, Help Desk Support	Technology Services	5/5/2022
Logue	Kimberly	Technician, Help Desk Support	Technology Services	5/5/2022
Macias	Jessica	Nutrition Services Assistant	Food Services	5/9/2022
Magana	Kristina	Lead, After Schl/Ext Day	Hamilton School	5/23/2022
Munoz	Salvador	Nutrition Services Cook/Baker	Food Services	5/9/2022
Ovalle	Andrea	Technician, Help Desk Support	Technology Services	5/5/2022
Thao	Chai	Plant Coordinator II	Scandinavian Middle School	5/19/2022
Vallejo Jr	Rodolfo	Paraprof, Moderate/Severe	Turner Elementary School	5/12/2022
Vang	Alone	Plant Coordinator II	Hamilton School	5/27/2022
Vang	David	Technician, Help Desk Support	Technology Services	5/20/2022

Management Classified

Luna	Odessa	Manager II, General	Health Services	5/16/2022
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01,2022

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Adopt Resolution in Support of Both Academic Achievement and Growth in Student Performance

ITEM DESCRIPTION: Included in the Board binders for consideration and adoption is a resolution in support of the declaration of the district's commitment to academic growth and achievement. Our goal to improve academic performance at challenging levels by closing achievement gaps through an equity lens and research-based instructional and intervention practices specifically calls us to action through understanding performance in two ways: proficiency and growth.


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

PREPARED BY: Andrew Scherrer
Executive Officer

DIVISION: Equity & Access
PHONE NUMBER: (559) 457-3750

CABINET APPROVAL: Andrew Scherrer,
Executive Officer

SUPERINTENDENT APPROVAL:


Andrew Scherrer (May 19, 2022 14:48 PDT)


Robert L. Nelson



BOARD OF EDUCATION

Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Claudia Cazares
Valerie F. Davis
Andy Levine
Major Terry Slatik USMC (Retired)
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 Recognizing Student Academic Performance and Growth

Resolution 21-49

WHEREAS, American education recognizes disproportionate and persistent gaps in student academic outcomes that need to be systemically addressed; and

WHEREAS, The California Department of Education adopted the California Dashboard to measure and understand a district and school's academic status; and

WHEREAS, Fresno Unified's Board Policy (BP) 6011 summarizes the high standards for student achievement and expectation that student progress be understood, measured, and monitored; and

WHEREAS, Fresno Unified adopted a student goal that states we will improve academic performance at challenging levels by closing the achievement gaps through an equity lens and research-based practices; and

WHEREAS, Fresno Unified's multi-tiered system of support (MTSS) framework and universal academic diagnostic screener provides information on student performance as well as growth targets that serve as students' personalized path to closing academic gaps in their learning; and

WHEREAS, 2021/22 is the first full year of implementation of the academic screener to measure academic status, change, and growth as leading indicators to potential state accountability indicators:

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Fresno Unified School District does hereby adopt this Resolution to recognize and honor student outcomes on both academic performance and growth toward closing the achievement gap.

ADOPTED, June 01, 2022 by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1

Elizabeth Jonasson Rosas
Elizabeth Jonasson Rosas (Jun 7, 2022 14:10 PDT)

Elizabeth Jonasson Rosas,
Board President

Robert G. Nelson

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-4

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 Meetings

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the May 04 and May 18, 2022 Regular Board Meetings.

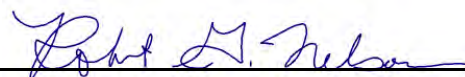
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION
REGULAR MEETING
2727 CEDAR AVENUE
MCLANE CAFETERIA
FRESNO, CA 93703
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California

May 04, 2022

Fresno Unified School District, 2727 N. Cedar Avenue, Fresno, California 93703.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on May 04, 2022, there were present Board Members Cazares, Davis, Islas, Levine, Major Slatik, Thomas, and Board President Jonasson Rosas. Superintendent Dr. Nelson was also present.

***4:15 P.M.**

ADMINISTER the Ceremonial Oath of Office to Newly Elected Board of Education Member Levine.

TRUSTEE AREA 5

Ms. Trudi Thom will administer the Oath of Office to Andy Levine, newly elected Board Member to Trustee Area 5. Member Levine will serve a two-year term (2022-2024).

RECESS for Brief Reception Honoring Newly Elected Board of Education Member Levine.

Board President Jonasson Rosas CONVENED the Regular Board Meeting to Closed Session at 4:48 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

Board President Jonasson Rosas RECONVENED the Regular Board Meeting to Open Session at 7:28p.m.

Reporting Out of Closed Session

- On a motion by Board Member Cazares, seconded by Board Member Davis, the Board took action in Closed Session to approve reassignment of Brian Wall from Instructional Superintendent to Director, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatik, Thomas, and Board President Jonasson Rosas.

PLEDGE OF ALLEGIANCE

Trustee Major Terry Slatik led the flag salute.

HEAR Report from Superintendent

- Formally introduced and welcomed our newest Trustee, Andy Levine, representing our Fresno High Region. Earlier Trustee Levine was sworn in. Trustee Levine is a long-time member of the Fresno Unified Family, having been a student throughout our district and now back to serve our students as a Trustee.
- This month is FULL of appreciations, celebrations, and recognition! I need to start off on a somber note, recognizing the passing of previous Trustee and Board President, Dick Johanson. Trustee Johanson served our district in the early 2000's through the Sunnyside Region and passed away at 96 years old. We send our love and condolences to his family.
- On a celebratory note, this week we are celebrating Teacher Appreciation Week, School Nutrition Employee Week, with National Teacher Appreciation Day just yesterday and School Lunch Hero Day on Friday! School Principals' Day was also recognized earlier this week and the California Day of the Teacher and National School Nurse Day are celebrated on May 11. Please take some extra time this week and next to recognize and appreciate your teachers, nutrition services teams, school nurses, and principals! In May we also recognize Asian American and Pacific Islander Heritage Month, National Foster Care Month, and National Mental Health Month. May provides the opportunity for us to learn and celebrate the heritage of our Asian American and Pacific Islander communities and I encourage you to take time this month to do just that.
- May also provides an opportunity to focus on our youth in foster care and their resilience in overcoming challenges in their lives. This is also a time to encourage our community to be involved in various ways for foster youth such as being a foster parent, Court Appointed Special Advocate (CASA) volunteer, and mentors in the district to students who need the attention of a caring adult. We currently have over 800 foster students enrolled in Fresno Unified and encourage you to think about how you can be a 'champion' to our foster youth.
- As we recognize Mental Health this May, we recognize that more than half of all Americans will face a mental health illness in their lifetime. 66% of students in California have reported that their mental health was negatively impacted by the pandemic. This year the theme for Mental Health Awareness Month is "Take Action for Mental Health". We encourage you to take action and support your mental wellness and checking in with those you love to identify any mental health needs. If you need a referral or additional information, please visit the District's Social Emotional Wellness & Support website.
- A couple of quick reminders for staff – first, registration opened this week for Department of Prevention and Intervention's Second Annual Climate and Culture Summer Conference! This second annual virtual conference will be offered June 14 and 15 and is free to all Fresno Unified School District employees. Sessions will feature renowned speakers on topics such as equity, resiliency, creating positive school climate, and much more. You can register now on iAchieve and reach out to the Climate and Culture office with any questions.

HEAR Report from Superintendent - continued

- Second reminder - Excellence in Education tickets and tables are on sale now! The dinner and program will be held on Wednesday, May 25 at the Hoover Event Center. All nominees and winners will be honored, so come celebrate your colleagues and enjoy a fun night with us! Doors open at 5:30 p.m. with dinner served at 6:15 p.m. You can get your tickets now at tinyurl.com/EIE22.
- Shared, on Saturday, our Spring Fresno Unified eSports Tournament will kick off at 8:30 a.m. in the Hoover Event Center. 25 teams from 17 schools will compete for the Rocket League championship. Starting this spring, middle schools have joined our high schools in FUEL competitions. Also, at Hoover in the West Gym is the end-of-year Robotics Exhibition for Club RED, our high school robotics club. Five schools will be competing for the title. Stop by to see some great competitions or catch the live stream on Twitch.
- Congratulated Duncan for a couple of great accomplishments! First, Duncan Construction senior James Rodriguez will be competing at the SkillsUSA National Competition in Atlanta, Georgia after winning Gold at the State competition in Residential Plumbing. James is the first construction student to win gold for Duncan at this event. Senior Yao Lor also made it to the winner's podium after winning the bronze medal for electrical wiring. Awesome job!!
- Second, Jesse Rojas, Leslie Lopez, Isabella Jimenez and Leslie Romero – students from Duncan's Medical Academy of Science and Health, swept the top four places in the Nursing Assisting state competition through Cal-HOSA! They will be now head to the national competition in Nashville in June – way to go!
- Shared an awesome video of the Special Olympics Field Day held last week by our Addicott team! Thanked Principal Scroggins, all of our Addicott staff, the Special Olympics, and all of the families and parents out to support our wonderful students.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

On a motion by Board Clerk Islas, seconded by Board Member Thomas, the Consent Agenda, with the exception of Agenda Items A-4 and A-9, which were pulled for further discussion, was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, Thomas, and President Jonasson Rosas.

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. Pulled Consent Agenda Items will be considered for approval after the Conference/Discussion Agenda.

A. CONSENT AGENDA

- A-1, APPROVE Personnel List**
APPROVED as recommended.
- A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board**
ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels.
- A-3, ADOPT Resolution in the Matter of Declaring Certification of the April 12, 2022 Special Election**
ADOPTED as recommended, a resolution in the matter of declaring certification of the April 12, 2022 special election.
- A-4, ADOPT Resolution Proclaiming May 11, 2022 as National School Nurse Day**
For the record, Board Members had comments pertaining to Agenda Item A-4. A summary is as follows: Highlighted National School Nurses Day and recognized the great work of our district nurses.
- A-5, APPROVE Minutes from Prior Meeting**
APPROVED as recommended, the draft minutes for the April 20, 2022 Regular Board meeting.
- A-6, APPROVE Amendment 02 to Contract CCTR-1039 for General Child Care and Development Program 2021/22 from the Department of Social Services**
APPROVED as recommended, Amendment 02 to contract CCTR-1039 from the California Department of Social Services for General Child Care and Development Programs.
- A-7, APPROVE Grant Applications to the Carl D. Perkins Career and Technical Education 2022/23 Program**
APPROVED as recommended, grant applications to the California Department of Education for the Carl D. Perkins Career and Technical Education 2022/23 Program.
- A-8, APPROVE Award of Bid 22-35, Bullard and Fresno High Schools Kitchen Hood and Make-up Air Unit Replacements**
APPROVED as recommended, information on Bid 22-35, to replace kitchen exhaust hoods and make-up air units at Bullard and Fresno High Schools.
- A-9, APPROVE Proposed Revisions for Board Policies**
APPROVED as recommended, revisions for the following five (5) Board Policies (BP): BP 5116.2 Magnet Schools; BP 6152 Class Assignment (NEW); BP 6181 Alternative Schools; BP 6181.11 Elementary and Secondary Parameters for Developing Thematic Schools and or Schools of Choice (NEW - CHANGES IN NUMBERING); BP 7210 Facilities Financing.

A. CONSENT AGENDA – continued

For the record, Board Members had comments/questions pertaining to Agenda Item A-9. A summary is as follows: Requested clarity as to board policy regarding class assignment, shared concern from constituents, in which non-English speaking parents did not know of opportunity to request a specific teacher for their children but English-speaking parents knew. Requested staff to add language to the board policy or administrative regulation on how the district will inform families of the opportunity to request a specific teacher. Expressed concern on the subjectivity of request approved by principal. Requested staff to create an equitable process for requesting a teacher. Mr. Castillo was available to provide clarity.

For the record, Board Clerk Islas motioned to approve Agenda Item A-9 with the understanding that equity language will be added to Board Policy 6152. She requested language be added such as, the site principal will take efforts to make it common knowledge to all parents when requesting a specific teacher is a practice used at the site. Board Clerk Islas additionally requested more specific language be added to the administrative regulation.

On a motion by Board Clerk Islas , seconded by Board Member Thomas , Agenda Item A-9 was approved by a vote of 7-0-0-as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, Thomas and Board President Jonasson Rosas.

A-10, RATIFY an Agreement between Fresno Unified School District and California Department of Social Services, Child Care and Development Division

RATIFIED as recommended, an agreement between Fresno Unified School District and the California Department of Social Services (DSS).

A-11, RATIFY Agreement with Fresno County Early Stars Program

RATIFIED as recommended, a service agreement between Fresno County Early Stars and Fresno Unified School District.

A-12, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the following projects: Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements, Change Order 4 presented for ratification \$33,927; Bid 21-42 Section A, Bullard High School Athletic Field Improvement, Change Order 2 presented for ratification \$109,002, Change Order 3 presented for ratification \$58,413; Bid 21-42 Section C, Sunnyside High School Athletic Field Improvement Change Order 1 presented for ratification \$22,432.

A-13, RATIFY Purchase Orders from February 01, 2022 through February 28, 2022

RATIFIED as recommended, information on purchase orders issued from February 01, 2022 through February 28, 2022.

B. CONFERENCE/DISCUSSION AGENDA

B-14, PRESENT AND Discuss Extended Learning

OPPORTUNITY for Public Comment on Agenda Item B-14

For the record, the Board received zero requests to address the Board on Agenda Item B-14.

For the record, Board Members had comments/questions pertaining to Agenda Item B-14. A summary is as follows: Requested clarity pertaining to funding, if it was available statewide or demographically. Appreciated the district's ability to offer the programs to students at zero cost. Expressed appreciation for using student interns. Requested a break-down of what a student's day will look like during the summer academy. Shared that the board has reached out to the City requesting a meeting to discuss areas of need. Requested clarity as to areas of support for student interns after they finish interning. Requested clarity as to if the Hmong pamphlet has been field tested by end-users and if feedback was provided. Thanked staff for their tremendous work. Requested clarity as to department staffing, is there enough staff for the work. Requested clarity as to funding, on-going. Requested clarity as to monitoring and evaluation how will that be reported. Commented on the wonderful opportunity for the community. Requested clarity as to the education piece for the summer academy, interventions child specific or by grade-level. Requested clarity as to how many slots are available per class/program. Critical for school sites to have information for parents which will walk in with questions. Suggested staff to create alternate ways to register and create language specific pathways for registration. Suggested staff set aside slots for foster/homeless youth. Requested clarity as to if meals will be provided. Requested clarity as to when the catalogue/website will be live. Assistant Superintendent Jeremy Ward was available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

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

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

1. Todd Duncan: Yielded time to next speaker.
2. Alicia Duncan: Yielded time to next speaker.
3. Griffin Duncan: Yielded time to next speaker.
4. Major Terry Slatic: Commented on decisions made by school boards.
5. Dr. Daren Miller: Candidate for Fresno County Superintendent of School.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at 9:01 p.m.



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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California

May 18, 2022

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

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on May 18, 2022, there were present Board Members Cazares, Davis, Islas, Levine, Major Slatic, and Board President Jonasson Rosas. Superintendent Dr. Nelson was also present.

For the record, Board Member Thomas attended via conference call.

Board President Jonasson Rosas CONVENED the Regular Board Meeting at 4:45 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received one request to address the Board on Closed Session items. The individuals name along with a summary of topic are as follows:

1. Andrew Fabela: Commented on incident at Bullard High School and Trustee Thomas' comments in response to incident.

For the record, at 6:10 p.m. Closed Session was extended to 6:25 p.m.

For the record, at 6:25 p.m. Closed Session was extended to 6:30 p.m.

Board President Jonasson Rosas RECONVENED the meeting to Open Session at 6:35 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Member Cazares, the Board took action in Closed Session on a Workers' Compensation settlement for Trudy Smith, Case No. 2017-0774, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, Thomas, and Board President Jonasson Rosas.

PLEDGE OF ALLEGIANCE

Board Member Levine led the flag salute.

HEAR Report from Superintendent

- We were devastated to learn about the racially motivated and hate-inspired mass shootings that took place in Buffalo, New York and in Laguna Woods, California. We are extremely saddened and send our sincerest condolences to the families dealing with this unimaginable loss. Here is what we know: The mass shooting in Buffalo purposely targeted members of the Black community, killing 10 people and injuring three more. Driven by racist theory and white supremacist ideology, the individual opened fire at a busy supermarket in a predominately Black neighborhood.
- In Laguna Woods, a suspect opened fire at a church killing one and injuring five others. The shooting occurred during a reception of largely elderly congregants to celebrate a pastor of the Taiwanese congregation who was returning from a mission trip in Taiwan. It is believed the suspect was politically motivated and was upset about political tensions between China and Taiwan. We know these incidents can resurface the trauma and pain of the social injustice and adds to an already hurt spirit. These senseless acts of violence come shortly after a couple of very tense weeks here at Fresno Unified, with our district grappling with racist and culturally destructive behavior. Unfortunately, these actions are a reflection of our long history and culture of racial injustice in our community and nationwide. It is evident that the pain, hurt, and hopelessness is both deeply engrained, and ours to resolve.
- Sadly, there have been several racist incidents since a racist post including our students sent pain and trauma through our community just a couple of weeks ago. We are committed to making changes to support more inclusive environments across our district including:
 - Pursuing disciplinary action to the fullest extent possible in all reports of culturally destructive behavior with both students and staff moving forward. While we cannot share specific details of disciplinary actions taken with students or staff, I can assure you that we are holding true to that commitment already.
 - We also committed to expanding our Race and Social Justice student advisory board to include a student governing board at each of our comprehensive high schools, as asked for by our Bullard BSU students. The intent of this student governing board, as discussed by our students, will be to assess the enforcement of anti-racist policies and behaviors across our system. We will be bringing back updates on those student advisory boards throughout the remainder of this school year, and regularly next year and in ongoing years.
 - Lastly, we committed to developing short- and long-term action plans with students and staff at Bullard to actively improve a culture of inclusiveness on campus. We committed to bringing those plans back to our Bullard BSU to be vetted and agreed upon. That work started last Monday with planning and

HEAR Report from Superintendent – continued

administration conversations, conversations with our BSU leaders on Tuesday, and continuing with focus groups, drop-ins, and conversations with students and staff throughout the rest of last week.

- Conversations and work are continuing this week and will be ongoing. It is critical that every single one of our Fresno Unified staff are with me and our district leadership in denouncing this behavior and standing firm that cultural destructiveness, racism, and hate are NEVER a joke. There is NO room for neutrality from the adults in our system. We cannot and should not minimize this behavior as “kids being kids”. So, let me be clear, your district leadership and I expect each person employed by Fresno Unified to take any act of racism or cultural destructiveness seriously and to actively interrupt and report this behavior when you see it or hear it. No exceptions.
- At our next board meeting, you’ll see several items on the agenda that represent ongoing, systemic investments aimed at improving a culture of inclusivity across our district. One item is an agreement with The Center for Black Educator Development focused on developing professional development series around exploring and readdressing biases. Another item includes an agreement with UC Merced to provide a 5-day overnight camp for our African American Student Leadership Cohort to support the students’ journey in pursuing UC eligibility upon graduation. These investments are not in response to these recent issues, rather they represent the ongoing commitment of this board and our district to constantly improving.
- Shifting gears, there are several shout outs I’d like to make quickly across the district. First, I’d like to thank our Human Resources and Teacher Development teams for their great work in the hiring processes for next school year’s teachers! As of just a couple of weeks ago, we had just 73 classroom vacancies left to fill with confidence that those positions will be filled, and possibly even overfilled, before the start of the school year in August. Part of the reason we are in this positive spot, is due to the success of our teacher pipeline programs. Seven of the 18 programs are designed to support those interested in entering the teacher field. This current school year, about 64% of our hires were directly from participants of those teacher pipeline programs. So, thank you to all who have grown these programs and to our board for continuing to invest in these programs.
- I also encourage all to check out our Employee Zone and Community Zone newsletters for some great info and shout outs such as;
 - Applications opening for our next National Board Certification cohort for teachers,
 - The Summer Professional Learning Summit registration opening next week,
 - Edison students’ success at the National History Day competition,
 - Fresno Unified alum Mai Der Vang being recognized as a finalist for the Pulitzer Prize in poetry,

HEAR Report from Superintendent - continued

- Roosevelt's Mariachi group opening for the Ay Amor Mariachi Festival at the Save Mart Center,
- Gianni Danisi becoming the first Fresno Unified teacher to become a Nationally Certified STEM Teacher, and so much more!
- I also want to encourage all staff and families to take a minute right now and switch your benefitting organization on Amazon Smile to our Foundation for Fresno Unified Schools! Registering your account is simple; just go to smile.amazon.com, select your charity as the Foundation for Fresno Unified Schools and then for every eligible purchase, you'll be donating 0.5% to the Foundation, at no extra cost to you!
- Last, but certainly not least, I have to shout out our amazing free Summer Camps available this summer thanks to our Extended Learning department! Registration opens next week through our website, and camp information catalogs should have gone home with your student last week! Check out this quick PSA for more info. Spots are limited, so you don't want to wait to register! Also, please make sure to only sign up for summer camps you can commit your children to attending fully, as we want to ensure our limited spots are fully utilized and enjoyed by our students!

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received one request to address the Board on the Consent Agenda. The individual's name along with a summary of topic is as follows:

1. Andrew Fabela: Commented on item A-21. Shared he does not agree with the police report.

On a motion by Board Member Davis, seconded by Board Member Islas, the Consent Agenda, with the exception of Agenda Items A-3, A-10, and A-20, which were pulled from the agenda by staff, and Agenda Items A-11, A-13, A-15, and A-18 which were pulled by Board Members for further discussion was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, Thomas, and President Jonasson Rosas.

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. Pulled Consent Agenda Items will be considered for approval after the Conference/Discussion Agenda.

A. CONSENT AGENDA

A-1, **APPROVE Personnel List**

APPROVED as recommended, the personnel list, Appendix A as submitted.

A. CONSENT AGENDA - continued

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the May 4, 2022, Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

PULLED FROM AGENDA BY STAFF, the draft minutes for the May 4, 2022, Regular Board meeting.

A-4, ADOPT Resolution, Order of Election, and Specifications of the Election, and Specifications of the Election Order for the November 8, 2022, Election

ADOPTED as recommended, a Resolution, Order of Election, and Specifications of the Election Order for the November 8, 2022, Election.

A-5, ADOPT Declaration of Need for Fully Qualified Educators

ADOPTED as recommended, the Declaration of Need for Fully Qualified Educators, which certifies there may be an insufficient number of certificated persons who meet the district's specified employment criteria for the positions listed on the Declaration.

A-6, APPROVE Agreement with the University of Colorado-National P3 Center

APPROVED as recommended, an agreement with the University of Colorado-National P-3 Center.

A-7, APPROVE an Agreement between Fresno Unified School District Early Learning Department and California Child Care Resource and Referral Network

APPROVED as recommended, an agreement between Fresno Unified School District Early Learning Department and the California Child Care Resource and Referral Network from May 19, 2022, through June 30, 2023.

A-8, APPROVE an Agreement between Fresno Unified School District Early Learning Department and Central Valley Children's Services Network

APPROVED as recommended, an agreement between Fresno Unified School District Early Learning Department and the Central Valley Children's Services Network from May 19, 2022, through June 30, 2023.

A-9, APPROVE Agreement with California Office to Reform Education for Shared Principal II Services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education

APPROVED as recommended, the agreement between Fresno Unified and CORE for the shared services of Principal II, Maria Lynn Rocha Salazar, as a

A. CONSENT AGENDA - continued

Fresno Unified School District employee on loan to CORE as of August 1, 2022 through June 28, 2023.

A-10, APPROVE Agreement with Education and Leadership Foundation/Inter-Act Fellows

PULLED FROM THE AGENDA BY STAFF.

A-11, APPROVE Agreement between Fresno Unified School District and FM3 Research

APPROVED as recommended, an agreement between Fresno Unified School District and FM3 Research.

For the record, Board Members had comments/questions pertaining to Agenda Item A-11. A summary is as follows: Requested clarity as to the equitability of this item; requested to see equity within the survey response and a significant amount of each ethnicity represented across the City. Requested the district work with community-based organizations to help with smaller language groups. Requested clarity as to if a contract amendment is needed to provide for request made by Trustee Islas. Recommended the sample size be big enough to disaggregate the data for meaningful next steps. Chief Communications Officer Nikki Henry was available to provide clarity.

On a motion by Board Member Thomas, seconded by Board Member Davis, Agenda Item A-11 was approved by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Davis, Islas, Levine, Major Slatik, Thomas, and President Jonasson Rosas. ABSENT: Board Member Cazares.

A-12, APPROVE Appointment of Clint Horwitz as Chair of the Citizens' Bond Oversight Committee

APPROVED as recommended, the Superintendent's nomination of Clint Horwitz as Chair of the Citizens' Bond Oversight Committee (CBOC).

A-13, APPROVE Award of Bid 22-30, Tenaya Middle School Office and Sitework Improvements

APPROVED as recommended, information on Bid 22-30, for new steel picket and chain-link fencing and gates, concrete sidewalks, entry canopy, new main office exterior doors and landscape and lighting improvements at Tenaya Middle School to improve safety and security for students, staff and visitors.

For the record, Board Members had comments/questions pertaining to Agenda Item A-13. A summary is as follows: Requested clarity as to if there are plans to address stagnate water and general condition of the baseball field. Requested clarity as to if the district is looking to replace grass in areas where grass is not needed. Chief Operations Officer Paul Idsvoog was available to provide clarity.

A. CONSENT AGENDA - continued

On a motion by Board Member Davis, seconded by Board Member Islas, Agenda Item A-13 was approved by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Davis, Islas, Levine, Major Slatic, Thomas, and President Jonasson Rosas. ABSENT: Board Member Cazares.

A-14, APPROVE Award of Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements

APPROVED as recommended, information on Bid 22-34, to make acoustical improvements to multipurpose room and remodel band rooms at Edison High School.

A-15, APPROVE Award of Bid 22-37, Kirk Elementary School Sitework Improvements

APPROVED as recommended, information on Bid 22-37, for new steel picket and chain-link fencing and gates, concrete sidewalks, concrete seat walls, planters and landscape at Kirk Elementary School to address accessibility issues, improve safety and security for students, staff and visitors.

For the record, Board Members had comments/questions pertaining to Agenda Item A-15. A summary is as follows: Requested clarity as to if there are plans to address gopher holes and general condition field. Chief Operations Officer Paul Idsvoog was available to provide clarity.

On a motion by Board Member Davis, seconded by Board Member Levine, Agenda Item A-15 was approved by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Davis, Islas, Levine, Major Slatic, Thomas, and President Jonasson Rosas. ABSENT: Board Member Cazares.

A-16, APPROVE Award of Bid 22-38, Yokomi Elementary School Portable Restroom Installation

APPROVED as recommended, information on Bid 22-38, to provide infrastructure and site improvements for new modular restroom building at Yokomi Elementary School.

A-17, APPROVE Award of Request for Proposal 22-02, Financial System

APPROVED as recommended, award of Request for Proposal (RFP) 22-02. The proposal is for Enterprise Resource Planning (ERP) Software to upgrade the district's financial system.

A-18, APPROVE Award of Request for Proposals 22-32, Musical Instruments

APPROVED as recommended, information on Request for Proposals (RFP) 22-32, to identify qualified vendors and establish discounted prices for the purchase of musical instruments.

A. CONSENT AGENDA - continued

For the record, Board Members had comments/questions pertaining to Agenda Item A-18. A summary is as follows: Encouraged community to go to Patrick's Music. Requested district to be sure all school sites are part of this RFP. Thanked American Music and Patrick's Music. Chief Operations Officer Paul Idsvoog was available to provide clarity.

On a motion by Board Member Davis, seconded by Board Member Thomas, Agenda Item A-18 was approved by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Davis, Islas, Levine, Major Slatic, Thomas, and President Jonasson Rosas. ABSENT: Board Member Cazares.

A-19, APPROVE Rejection of Bid 22-31, Brawley Service Center HVAC Replacement

Included in the Board binders is information on Bid 22-31, to replace the existing heating and cooling system that services the Maintenance Department shops, Auto and Bus shop, Warehouse, Graphics and Transportation offices. The project will furnish and install new packaged HVAC units, evaporative cooling units, new exhaust fan motors and belts, new ductwork, and registers. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount. The project scope will be evaluated for modification and rebid in the future. The Superintendent recommends rejection. Fiscal impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

A-20, APPROVE Revised Job Descriptions for Service Employees International Union Local 521 (SEIU)

PULLED FROM THE AGENDA BY STAFF, the revised Job Descriptions for Service Employees International Union Local 521 (SEIU).

A-21, DENY Claim GL21-1127-6281

DENIED as recommended, a Claim for Damages by Julio Estrada and Laura Delgado, case GL21-11127-6281.

A-22, RATIFY Change Orders for the Projects Listed Below

RATIFIED as recommended, information on Change Orders for the following projects: Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction, Change Order 10 presented for ratification \$ 41,968; Bid 20-49, Juan Felipe Herrera New Elementary School, Change Order 8 presented for ratification \$ 88,705; Bid 21-11, Edison High School Gymnasium Addition, Change Order 9 presented for ratification \$ 54,013; Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements, Buildings C and D, South Campus Site, Change Order 4 presented for ratification \$ 6,270 South Campus Site, Change Order 5 presented for ratification \$ 114,640 Tenant Improvements, Change Order 4 presented for ratification \$ 45,290 Tenant Improvements,

A. CONSENT AGENDA - continued

Change Order 5 presented for ratification \$ 49,918; Bid 22-14, Ahwahnee Middle School Locker Room Heating Replacement Change Order 1 presented for ratification \$ 1,452.

B. CONFERENCE/DISCUSSION AGENDA

B-23, PRESENT and DISCUSS the State's May Revised Budget Proposal

For the record, a correction to slide No. 7 was noted, in which the Educator Effectiveness Block grant - \$300 million are a one-time resource.

OPPORTUNITY for Public Comment on Agenda Item B-23

For the record, the Board received zero requests to address the Board on Agenda Item B-23.

For the record, Board Members had comments/questions pertaining to Agenda Item B-23. A summary is as follows: Requested clarity as to if COLA numbers being Sacramento based or Federally based, specifically if numbers are same numbers being used by Texas, Florida, and New York. Requested clarity as to budget timeline and final budget allocations. Requested clarity as to the slide referencing the one-time educator workforce resources and if this is where the Governor's proposed teacher and residency programs is housed. Expressed hope in opportunity to hold conversation on how to utilize funding to commit to building out a teacher and counselor residency program specifically to support and retain African American teachers in Fresno Unified. Requested status update on programs in which the district is waiting on eligibility. Chief Financial Officer Santino Danisi was available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of one item as follows:

C-24, RECEIVE Fresno Unified School District's Third Quarterly Investment Report for Fiscal Year 2021/22

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received 22 requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic are listed as follows:

1. Andrew Fabela: Commented on snapshots/labels that can be placed on people which are not always accurate.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS - continued

2. Eric Payne: Commented on the price paid when people refuse to address racism. Referenced a recent racist social media post involving students. Recognized young people in the audience who came to share their personal truth and lived experiences.
3. Debbie Darden: Referenced several acts of racism within Fresno Unified. Commented students do not feel safe on district campuses or in classrooms. Requested the district be held accountable to show school policies regarding the protection of all students are effective and enforced.
4. Terri Edwards: Congratulated Board Member Levine on election to Trustee Area 5. Thanked students who gathered peacefully in response to a racist social media post. Thanked Board Member Thomas for her leadership and thanked those Bullard staff and students who despite the incident held a ceremony celebrating black senior students. Commented that storms reveal foundations and sometimes foundations need to be rebuilt. Commented that students deserve a safe and welcoming learning environment.
5. Myles Lee: Commented on the Bullard High racist social media post. Commented it is time to put an end to racism and although the intent of the post was to intimidate, what people put out in this world effects everyone differently; a person can shut down or rise to the occasion. Thanked all Black Student Union students in the audience for advocating and fighting for equality.
6. Rayven Few: Commented on the racist social media post involving students at Bullard High School. Shared she experienced feelings of disgust, hurt, and disbelief when she saw the post. Shared that as she looked back on her experience as a student with Fresno Unified, she asked herself who or what is the focus of the district. Commented, if students are writing statements, emailing you directly, speaking at board meetings and press conferences for you to understand they do not feel safe, then you are the problem. If staff, teachers, or administrators are moving to other schools to avoid teaching at a specific school in a specific region you are the problem. If students and teachers are comfortable coming on campus to display racist behavior, you are the problem. Demanded the implementation of a resolution that meets the requirement of Bullard and Fresno Unified Black Student Unions.
7. Jonynae Jackson-Boyd: Commented on the toll placed on the community from the racist social media post by a Bullard High student. Commented her peers have worked day and night on calls and virtual meetings on how to make school environments safer. Commented students are distraught, upset and angered by what is happening in the district. Commented that as 17 and 18-year-olds in 2022 they should not be fighting the same battles as their grandparents. Commented it is embarrassing that as high school students they need to tell adults how to do their jobs. Demanded policies be put in place and enforced to protect staff and students of color from racial discrimination which is mostly overlooked.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS - continued

8. Jullianna Roberson: Commented that Bullard High School has a long history of racial acts against students of color and marginalized groups. Commented, the intent may have been to share a crass joke but the impact to students of color has been painful. Commented the shared outrage is not only for this incident alone but there has been a total of four racial incidents in one semester alone. Described an incident where photos were taken of students and staff without permission and then placed beside photos from the Jim Crow era with derogatory comments.
9. Kayla Addo-Boateng: Asked, how students and families affected by this race-based attack have been cared for in the aftermath. Commented this is not the only account in which black students and staff at Bullard have had photos taken and posted without their consent. Shared that numerous pages of downloads have been shared with students in the Black Student Unions. Shared that many students are distraught, upset and angered about the blatant anti-black racism. Asked, when will black students be included in the vision of Fresno Unified?
10. Elana Henderson: Asked, when will enough be enough? How many students need to speak before someone will listen and students will feel heard? Demanded the following: Immediate discipline of students posing and capturing the image; Enrollment of involved students into cultural sensitivity training; Immediate discipline of staff supervising students when image was taken; Formal address by principal to all students on the culturally destructive nature of racism.; Expanded enrollment of ethnic studies; Enforcement of the Fresno Unified Anti-racist resolution for students and staff; Hiring of black faculty and administrators with goal of a minimum 5-years of retention; Implementation of a student governing board to assess and enforce anti-racist policies.
11. Jordan Jackson: Commented on the effects to him and his peers every day from the blatant racial social media post. Shared how his peers have commented that some people have said, it was just a joke, or, he didn't mean it that way, and comments like these have been heard in several classrooms across the district. Asked, why is this okay? Why do students within Fresno Unified think racism is funny? The job of educators is to educate, why then does a student think it is okay to signify a white terrorist group that primarily targets African Americans. Commented, black trauma or racial trauma of any kind is not funny. Commented he is tired of being the topic of jokes in a place he comes to learn. Demanded staff step up and be accountable. How can they teach racial sensitivity if they are not first educated?
12. Azaria Ford: Commented on a series of unacceptable racist incidents which took place at Bullard High School. Asked, when will enough be enough? Asked if students were expected to feel safe just because they are told too? Commented that each time an incident takes place students are told there is going to be a change, but no change is seen. Commented the reality is many students face racism their whole student career. How are they to feel

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS - continued

- safe and comfortable at school when there is open racism. Asked why as children they are being forced to demand a call of action. Demanded the Board provide a zero-tolerance policy for racism, terrorism, and hate speech for staff and students.
13. Neaven Ward: Commented on the racial social media post of a student at Bullard High School. Commented he and his fellow black community are tired of ongoing racism and the inaction to address racism. Commented the black community will continue to demand justice. Commented on his personal experiences of facing racism at Cooper Academy. Commented that he and those attending did not come to set trends but to demand change. Commented that racism is a world-wide problem.
14. Laila Harris: Shared racism has taken a toll on her every day in her learning environment. Shared that another CART student told a racist joke which made Laila uncomfortable. The student told her to get over it because we talk like this all the time when you guys aren't around. Shared that this is not the first time she has had to combat racism at CART. Shared that a teacher acted like he was pointing a gun at her after the Kyle Rittenhouse case. Shared that she and her friends are often referred to as those people. Shared that being in school makes her feel unsafe, neglected and unwanted. Called for a formal address from principal on the cultural destructiveness of racism. Commented that ALL students should matter.
15. Zera Brown: Commented as black members of society we exist with targets on our backs and as students we should not feel it is the district shooting at us. Commented we come to school to learn and when we are bombarded with racism and see nothing done it effects the mental health and well-being of students in classrooms and on all campus. Shared what another student told her in reference to a student while laughing went around class sharing the video of the shootings which took place in Buffalo, New York. When Zera asked if she spoke up, the student said no, who's going to care. Commented most black students in the district do not feel safe due to the complacency to racism by adults in the system. Commented, racism, hatred and blatant discrimination is not a joke and we are done not holding you accountable of taking care of your black students. Demanded the enforcement of the Fresno Unified Anti-Racist Resolution.
16. Tatiana Asberry: Shared a brief insight into what her life has been like since the racist social media post. Commented her life has been turned upside down. She is trying to understand why her school is such a racist school, but then thought it is not just her school. Shared that the day of the social media post she was crying and went to an administrator to talk. Tatiana shared that she was very uncomfortable because there were no emotions presented during the talk, the administrator repeatedly asked, what do you want me to do to help, but without sincerity. Shared that her administrator can't help because she doesn't understand. Shared that while on stage talking about how the incident made her feel, someone from the audience said they wanted to kick her in the head. Shared when she returned to

school on another day three students pointed at her and said they wanted to kill her, using a racial slur in their comment. Commented she should not be scared to come before the Board to share how she feels. She is tired that people don't see her or love her because of her skin color. It shouldn't happen to her or anybody.

17. Tyree Pree: Commented on his experience as a black student at Bullard High School. Referenced the Black Face incident and how it seems it was swept under the rug. Shared he hopes that with new leadership at the site, this incident doesn't get swept under the rug. Commented if it does don't be surprised if another racial incident occurs.
18. Alex Ramos-O'Casey: Commented there is a lot of student accountability taking place within Fresno Unified every day, but accountability of white students is lacking. Commented on grief counseling not only for loss but for students living with in a system that does not allow them to live as they want or feel safe as they deserve. Commented that organizing is a trauma response.
19. Mia Pacheco: Shared she received two awards, one for reading and one for iReady Math. Asked the Board to revisit the budget regarding the building at Bullard TALENT. Yield time to next speaker.
20. Marycela Pacheco: Commented on the district election for district five. Recommended Trustee carry a note pad and drive around the district. Shared experiences of herself and others while growing up.
21. Terance Frazier: Commented on issue with his daughter's transcripts.
22. Pastor B.T. Lewis II: Encouraged the Board to pay close attention and hear the students who spoke tonight. Commented on the racism at Bullard High School. Requested the Board make changes in the culture of the district. Commented students that attend his church are being terrorized at Bullard High School. Seek justice for EVERYBODY.

For the record, Board President Jonasson Rosas clarified the police presence has been in place for several meetings and was not in any way prompted by this meeting.

For the record, Trustee Cazares left meeting at 8:00 p.m.

Board President Jonasson Rosas called a RECESS at 8:05 p.m.

Board President Jonasson Rosas RECONVENED the meeting at 8:15 p.m. and the Board returned to the A items pulled for further discussion.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at 8:34 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Position and Adopt Job Description Behavior Support Advisor and Classified Management 205 Duty Day Salary Schedule

ITEM DESCRIPTION: Included in the Board binders is the following: The job description of Behavior Support Advisor. This position is accountable for assisting school sites with social-emotional-behavioral services, provide direct behavioral services and consultation to students, staff, and parents/guardian, and assist in the supervision of staff. This position works with school site administrators, teachers, and community within a Multi-Tiered System of Support (MTSS) framework, to coordinate the identification and implementation of strategies and interventions to assist in behavioral, educational, and social emotional needs of students, and assist in providing leadership and support in the development of district level and site based intensive social emotional support systems through a culturally responsive and trauma informed lens.

This position is designated Management, exempt and placed E-24 of the Management 205 Duty Day Salary Schedule.

This allows the district to expand the Interagency Child Empowerment Team's (ICET) multi-disciplinary support to K-8 by increasing the ability to process student cases and provide case management to students with the most intensive behavior needs. It provides professional learning and builds the capacity of teachers, leaders, and classified staff to support Tier III behavior needs. The position works alongside school staff to conduct Functional Behavior Assessments and develop Behavior Support plans. This position also supervises the district's Behavior Intervention Specialists (BIS) and oversees the hours required by the BIS to receive their mandatory Board-Certified Assistant Behavior Analyst (BCaBA) certification.

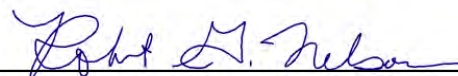
FINANCIAL SUMMARY: There are sufficient funds in the Prevention and Intervention budget.

PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3501

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Behavior Support Advisor	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Prevention and Intervention	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	E-24/Management Salary Schedule

BASIC FUNCTION:

Accountable for assisting school sites with social-emotional-environmental-behavioral issues that interfere with the educational process, provide direct behavioral services and consultation to students, staff, and parents/guardians, and assist in the supervision of staff. Work with school site administrators, teachers, and community within a Multi-tiered System of Support (MTSS) framework, to coordinate the identification and implementation of strategies and interventions to assist in behavioral, educational, and social emotional needs of students. Assists in providing leadership and support in the development of district level and site based intensive social emotional support systems through a culturally responsive and trauma informed lens. Supervise, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services.

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

Plan, organize, develop and implement behavior plans in collaboration with site-based staff to meet the needs of students who are displaying intensive social-emotional-behavioral difficulties. *E*

Coordinate identification of students in need of intensive individualized intervention services; assist in the identification of the function of student behavior and the related factors impinging on the student behavior including factors in the home, school, and community. *E*

Provide direct services to most intensive students exhibiting behavioral and/or social-emotional need. *E*

Assist administrators and support staff in the development of positive behavior support plans that are aligned to evidence based practices. *E*

Assist administrators and support staff in the development and implementation of Tier III practices. *E*

Conduct Functional Behavior Assessments to aide in the development of Behavior Support Plans. *E*

Collect, prepare, and analyze data, reports, records, and files relative to staff, monitor program development and implementation, and make timely recommendations for programmatic changes. *E*

Communicate and collaborate with staff and outside organizations to coordinate activities and programs; resolve concerns and conflicts and exchange information; evaluate and enhance programs to align to District standards to improve student learning and promotion of student wellness. **E**

Supervise and evaluate the performance of assigned staff on a regular basis and provide clear, constructive feedback to improve staff effectiveness; plan, coordinate and arrange for appropriate training of staff in support of professional learning. **E**

Provide case-management, progress monitoring and complete required documentation for identified students. **E**

Explain complex behavioral intervention strategies in a clear and concise manner to family members, teachers, support staff, and administrators. **E**

Provide and participate in professional learning to stakeholders. **E**

Coordinate, establish collaborative relationships and enhance communication and engagement between school, families, community agencies and students. **E**

Assist in facilitating the district level multidisciplinary team that supports intensive student needs. **E**

Provide mandatory oversight of staff as required by the Behavior Analyst Certification Board to obtain and maintain certification. **E**

Build capacity of district staff to support and implement intensive individualized social-emotional-environmental-behavioral interventions. **E**

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Master’s degree with an emphasis in applied behavior analysis, psychology, education, or a related field and minimum of four years’ experience designing and/or implementing intensive behavior intervention services to students with various developmental abilities, mental health diagnoses, and/or severe behavior problems in a home-based, center-based, educational, or social services setting, and increasingly responsible supervisory and/or management.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Valid Board-Certified Behavior Analyst (BCBA) certification and continued education to maintain certificate; valid California Driver’s License; and Crisis Prevention Intervention (CPI) and the continued education to maintain certificate.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Principles and methods of Applied Behavior Analysis.
Behavioral consultation strategies.

Effective supervision techniques.
Effective training/teaching strategies and techniques.
Data collection and analysis.
District and community resources.
Various mental health diagnoses, developmental disabilities, and severe behavioral problems.
Safe practices in the classroom and playground activities.
Oral and written skills using correct grammar, spelling, punctuation, and vocabulary in English and a designated second language if required.
Principles and practices of management.
Interpersonal and intrapersonal skills using tact, patience and courtesy, self-management, decision making, problem-solving, relationship management.
Applicable state, federal and district rules, regulations related to assigned activities.
Community agencies and resources available to assist with family needs.
Trauma Informed Practices and Diversity, Equity and Inclusion.
District organization, operations, policies, objectives and goals.

ABILITY TO:

Understand and address the needs of students with various needs including mental health, developmental disabilities, and severe behavioral problems.
Establish rapport and work effectively with individual students, groups of students, and families.
Conduct training sessions for parents, staff, and other professionals and agency personnel.
Demonstrate interpersonal and intrapersonal skills, empathetic listening using tact, patience, self-management, decision making, problem-solving, and relationship management.
Conduct Functional Behavioral Assessments (FBA), generate quality reports, and oversee the development and implementation of behavior support plans.
Communicate, understand, and follow both oral and written directions effectively.
Participate in professional learning, agency trainings, and meetings in a variety of settings.
Actively participate in meeting district goals and values.
Maintain confidentiality of student records and communications.
Learn district organization, operations, policies, objectives, and goals.
Adhere to schedules and deadlines.
Interpret, comprehend, apply, and explain rules, regulations, policies and procedures.
Effectively develop and implement applied behavior analysis-based interventions.
Supervise program development and implementation.
Provide leadership, train and evaluate the performance of assigned staff.

WORKING CONDITIONS:**ENVIRONMENT:**

Indoor and outdoor work environment; driving own vehicle to conduct work; contact with dissatisfied individuals, parents, and students; home visits to potentially unsafe neighborhoods; constant interruptions; repetitive activities; engage and intervene with students who are escalated in behavior and potentially physically aggressive.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, sitting, walking, or standing for extended periods of time; dexterity to operate a computer and other equipment; kneeling, bending at the waist, kneel and crouch; hearing and speaking to exchange information and make presentations; seeing to read.

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

E = Essential Functions

Fresno Unified School District**NEW****Classified Management Daily Salary Schedule 2022-23**

Effective July 1, 2022

Management 205 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E24	Advisor, Behavior Support	E275	\$426.79	\$448.12	\$470.52	\$494.07	\$518.75

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT

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

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR5 71) and therefore are not included in the compensation reported to CalPERS.

*May work either July to June or August to June workschedule.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Position and Adopt Job Description Coordinator I, Extended Learning

ITEM DESCRIPTION: Included in the Board binders is the following: The job description of Coordinator I, Extended Learning. This position is accountable for improving student achievement through the effective management of an assigned area(s); coordinate activities as related to Extended Learning programs, provide students access to high quality learning options to stay in school on target to graduate, provide leadership, expertise, and support at the school site level for the full implementation of Extended Learning programs; supervise, train, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high-quality services. Works under the direction of the site principal/administrator.

This position is designated Management, exempt and placed E-20 of the Management Salary Schedule.

This reflects the need to adequately support expanded extended learning services throughout the fiscal year, including during after-school, winter break and summer break.

FINANCIAL SUMMARY: There are sufficient funds in the Extended Learning budget.

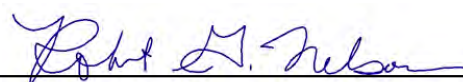
PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3501

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Coordinator I, Extended Learning	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Extended Learning	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	E-20/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of an assigned area(s); coordinate activities as related to Extended Learning programs, provide students access to high quality learning options to stay in school on target to graduate, provide leadership, expertise, and support at the school site level for the full implementation of Extended Learning programs; supervise, train, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services. Works under the direction of the site principal/administrator.

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

Coordinate and plan activities as related to Extended Learning programs, including but not limited to providing students a variety of learning options. **E**

Participate in the development of goals and objectives for assigned Extended Learning programs (e.g., After School Program, Saturday Academy, and Winter and Summer Programs) in support of educating students at a high level to achieve their personal best; make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance within established guidelines. **E**

Coordinate community partnerships; work with businesses and school sites to develop and maintain strong business and community partnerships. **E**

Coordinate events and authorized and review expenditures for events and programs to assist in ensuring appropriate usage of funds. **E**

Develop, modify, allocate, monitor, supervise and submit multiple budgets to various District sites and the State to assist in ensuring the financial viability of the District; report and submit budget claims to the State. **E**

Supervise and evaluate performance of employees; interview and select highly qualified employees; organize and provide for training and development of employees in support of

professional learning. *E*

Plan, coordinate, implement, and monitor specific assigned projects. *E*

Maintain professional competence through participation in in-service education activities as provided by district, state, consultants, or self-selected professional growth activities. *E*

Assist site administrative staff, teachers, industry representatives in reviewing, improving, and assessing programs to meet the needs of students and families. *E*

Write or assist in writing grants, pilot programs, and applications for funding of assigned programs to obtain sufficient funding to support student achievement. *E*

Prepare Board of Education agenda items. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree and three years increasingly responsible supervisory and/or management or related experience in area of specialty; experience in pupil personnel services and teaching experience preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of assigned programs.

Budget preparation and control.

Oral and written communication skills.

Principles and practices of management.

Applicable laws, codes, regulations, policies and procedures.

Interpersonal skills using tact, patience, and courtesy.

Analytical and problem-solving abilities.

Labor Relations law and employee contracts.

Operation of a computer to enter data, maintain records and generate reports.

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

Project management.

ABILITY TO:

Direct, plan, organize and administer the policies and the activities of the district as it relates to Extended Learning programs.

Communicate, understand, and follow both oral and written directions.
Interpret, comprehend, apply and explain rules, regulations, policies and procedures.
Analyze situations accurately and adopt an effective course of action.
Plan and organize work to meet schedules and timelines.
Work independently with little direction.
Prepare comprehensive narrative and statistical reports.
Supervise and evaluate the performance of assigned staff.
Develop, monitor curriculum, and programs.
Work collaboratively and build positive relationships with a diverse range of stakeholders.
Organize, interpret, and manage data using appropriate technologies.
Make presentations and deliver in-services in area of specialty.
Work cooperatively with others.
Demonstrate loyalty and high ethical standards.
Learn new or updated computer systems and programs to apply to current work.
Design and implement a wide variety of professional learning opportunities.
Establish and maintain cooperative and productive working relationships with a diverse range of people.
Analyze situations accurately and adopt an effective course of action.
Work independently and effectively with minimum direction.
Design an effective system of reporting progress and monitoring results.
Focus and appropriately allocate resources toward identified goals.
Manage change and design an effective system of reporting progress and monitoring results.
Negotiate skillfully in difficult situations and create solutions to promote compromise.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:**ENVIRONMENT:**

Indoor and outdoor school site and office environment; driving a vehicle to conduct work; constant interruptions; contact with dissatisfied or abusive individuals; intermittent noise; repetitive activities.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, sitting or standing for extended periods of time; hearing and speaking to exchange information, assist students in instructional activities, and make presentations; seeing to monitor programs and read various documents related to assigned activities; dexterity of hands and fingers to operate a computer, other office equipment, and a variety of instructional material; reaching overhead, above the shoulders and horizontally, bending at the waist or kneeling to retrieve supplies, files from cabinets, shelves, lift light objects, or other materials.

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

E = Essential Functions

Fresno Unified School District**Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23**Effective ~~February 17, 2022~~ July 1, 2022**Management 261 Duty Days***

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E33	Chief Equity and Access	E200	\$639.20	\$672.84	\$708.26	\$745.54	\$784.78
	Chief Executive	E236					
	Chief Financial Officer	E260					
	Chief Operational Services	E169					
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
E32	Chief Engagement and External Partnership Officer	E259	\$576.00	\$604.80	\$635.04	\$666.80	\$700.14
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
E31	Assistant Superintendent	E159	\$516.59	\$542.42	\$569.55	\$598.02	\$627.93
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
E30	Executive Officer, District & School Accountability & Improvement	E104	\$486.61	\$510.94	\$536.49	\$563.31	\$591.48
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
E29	Administrator (General)	E195	\$456.63	\$479.45	\$503.43	\$528.59	\$555.03
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
E27	Director (General)	E219	\$431.60	\$453.16	\$475.80	\$499.61	\$524.60
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					
	Director, Fiscal Services	E073					

Year ~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23

Effective ~~February 17, 2022~~ July 1, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E27	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272	\$431.60	\$453.16	\$475.80	\$499.61	\$524.60
E26	Administrative Analyst	E015	\$411.03	\$431.60	\$453.16	\$475.80	\$499.61
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	\$391.46	\$411.03	\$431.60	\$453.16	\$475.80
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
E24	Business Operations Manager (General)	E213	\$372.83	\$391.46	\$411.03	\$431.60	\$453.16
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
E23	Executive Assistant to Superintendent	E024	\$355.07	\$372.83	\$391.46	\$411.03	\$431.60
E22	Analyst II, Budget	E261	\$338.17	\$355.07	\$372.83	\$391.46	\$410.32
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					
	Project Maintenance & Operations Manager	E256					

Year-~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23

Effective ~~February 17, 2022~~ July 1, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E21	Analyst II, Accounting/Payroll	E199	\$322.06	\$338.17	\$355.07	\$372.83	\$391.47
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
E20	Coordinator I, Benefits	E032	\$306.73	\$322.06	\$338.17	\$355.07	\$372.83
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
E19	Coordinator I, Purchasing	E127	\$292.11	\$306.73	\$322.06	\$338.17	\$355.07
	Coordinator I, Workers' Compensation	E175					
E18	Analyst I, Budget	E262					
	Analyst I, Workers' Compensation	E019	\$278.20	\$292.11	\$306.73	\$322.06	\$338.17
	Coordinator I, Warehouse Services	E133					
E17	Analyst I, Fiscal Services	E016	\$265.09	\$278.20	\$292.11	\$306.73	\$322.06
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
E16	District Supervisor II, Energy Educator	E135	\$252.34	\$264.94	\$278.20	\$292.11	\$306.73
E15	Athletic Trainer (Certified)	E229	\$240.32	\$252.34	\$264.94	\$278.20	\$292.11
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					
E13	District Supervisor I, Custodial Services	E030	\$217.99	\$228.88	\$240.32	\$252.34	\$264.94
	District Supervisor I, Graphic Services	E174					

Year ~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23

Effective ~~February 17, 2022~~ July 1, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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Duty Year of 261 reflects 228 duty days, 13 holidays plus 20 vacation days

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of ~~248~~ 261 for 12-month employees.

B. MENTOR/LEADERSHIP COACH INCREMENT

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

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

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

Year ~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Position and Adopt Job Description Manager II, Nurse Educator

ITEM DESCRIPTION: Included in the Board binders is the following: The job description of Manager II, Nurse Educator. This position is accountable for improving student achievement with special attention on English Learners and Special Education students through effective management of assigned areas; coordinate, plan, and manage assigned functions or programs relating to fiscal management, control and analysis of a specific area within a Department or Division in support of educating students at a high level; ensure compliance with applicable federal, State and local laws, rules and regulations; supervise, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services.

This position is designated Management, exempt and placed E-25 of the Management Salary Schedule.

This reflects the need to further support student care and high-quality school nursing by focusing on developing and providing relative professional learning for health staff, ensuring skill competencies are routinely checked and met while also updating and evaluating medical procedures and processes to align with California school nursing gold standards.

FINANCIAL SUMMARY: There are sufficient funds in the Health Services budget.

PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3501

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Manager II - Nurse Educator	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Health Services	CLASSIFICATION:	Management Certificated/Classified
FLSA:	Exempt	WORK YEAR:	Varies
BOARD APPROVAL:	SALARY: E-25/Management Salary Schedule		

BASIC FUNCTION:

Accountable for improving student achievement with special attention on English Learners and Special Education students through effective management of assigned areas; coordinate, plan, and manage assigned functions or programs relating to fiscal management, control and analysis of a specific area within a Department or Division in support of educating students at a high level; ensure compliance with applicable federal, State and local laws, rules and regulations; supervise, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services.

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

Coordinate, plan, and manage assigned functions or programs within a Department or Division in support of educating students at a high level; coordinate resources to evaluate the effectiveness of the programs or activities to expand practices proven to raise student achievement. *E*

Direct and oversee the budgets and accounts of assigned department or programs to ensure the financial viability of the District; coordinate staffing, financial resource allocation, and assets for program area. *E*

Analyze the types and levels of services; develop recommendations for the most effective organization structures, functions, staffing, and use of other resources to accomplish stated goals. *E*

Prepare, gather, compile, and analyze data relative to program area; make timely recommendations for programmatic changes to area under supervision to provide students a variety of educational opportunities to learn at grade level and beyond. *E*

Collaborate with District leadership, principals and other District staff on issues and problems related to assigned area; counsel and provide recommendations as necessary. *E*

Read and review legal updates, Board policy revisions, Board and cabinet minutes and other communications to maintain current knowledge of rules, regulations requirements and restrictions related to area assigned. *E*

Assist with coordinating policies and procedures designed to promote and maintain collaborative relationships and understanding between the school, districts, families and community. *E*

Participate in workshops and training to maintain current knowledge of regulations and requirements and best practices to ensure compliance. Maintain accreditation in mandatory and extended skills. *E*

Participate in the employment process for open positions; interview, select, recommend transfer, reassignment, termination, and disciplinary actions in assigned areas. *E*

Conduct orientations and provide specialized training sessions related to assigned areas; attend and facilitate a variety of meetings as assigned. *E*

Supervise employees, evaluate performance and provide for training and development of employees in support of professional learning. *E*

Demonstrate awareness of current nursing trends, initiatives and related health issues that enhance nursing practice.

Act as an effective role model for staff through mentoring and teaching in an endeavor to achieve optimal staff development and service outcomes.

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree and five years increasingly responsible supervisory and/or management or related experience in area of specialty; Administrative Services Credential and Teaching Credential preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; current registered nursing license; understanding of teaching and learning in the health care environment; relevant experience in clinical education in an academic setting preferred; cleared school nurse credential preferred; valid California Administrative Services Credential and/or Teacher's Credential may be required based on assignments and/or area(s) of responsibility.

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

Planning, organization and direction of business functions of a department.

High level of understanding, knowledge and skills in pediatric care.

Development and management of mandatory education and training.

Clinical support and ongoing education of nurses.

Computer hardware systems, mainframes, software applications, and languages utilized by the District.

Accurate budget preparation and control.

Analytical and problem-solving abilities.

Oral and written communication skills.

Interpersonal skills using tact, patience and courtesy.

Principles and practices of management.

Applicable laws, codes, regulations, policies and procedures. District organization, operations, policies, objectives and goals.

District organization, operations, policies, objective and goals.

ABILITY TO:

Plan, organize and administer business functions of the District.

Implement and evaluate clinical education programs and in-services for nurses.

Develop and maintain clinical educational resources.

Perform clinical assessments of nurses and provide certification of competency where required.

Operate computers and peripheral equipment properly and efficiently.

Provide technical guidance and recommendations concerning existing computer programs and systems.

Work independently and effectively with minimum direction.

Analyze and prepare comprehensive narrative and statistical reports.

Set clear, realistic, time-bound, and measurable objectives and goals.

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

Effectively establish and maintain cooperative and collaborative working relationships with a diverse range of people.

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

Plan and organize work to meet schedules and timelines to provide timely delivery of high-quality services.

Read, interpret, apply and ensure compliance with applicable rules regulations, policies and procedures.

Supervise and evaluate staff performance and support performance improvements throughout the organization.

Think outside the box and develop new methods or solutions inspiring others to reach a common goal.

Manage change and design an effective system of reporting progress and monitoring results.

Focus and appropriately allocate resources toward identified goals.

Negotiate skillfully in difficult situations and create solutions to promote compromise.

Assist in sustaining and monitoring the financial viability of the district.

Analyze situations accurately and timely, and adopt or recommend effective courses of action.

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

Actively participate in meeting assigned program and District goals and outcomes.

Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment; driving a vehicle to conduct work; contact with dissatisfied or abusive individuals; constant interruption; repetitive activities.

PHYSICAL ABILITIES:

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

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

E = Essential Functions

Fresno Unified School District**Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23**Effective ~~February 17, 2022~~ July 1, 2022**Management 261 Duty Days***

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E33	Chief Equity and Access	E200	\$639.20	\$672.84	\$708.26	\$745.54	\$784.78
	Chief Executive	E236					
	Chief Financial Officer	E260					
	Chief Operational Services	E169					
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
E32	Chief Engagement and External Partnership Officer	E259	\$576.00	\$604.80	\$635.04	\$666.80	\$700.14
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
E31	Assistant Superintendent	E159	\$516.59	\$542.42	\$569.55	\$598.02	\$627.93
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
E30	Executive Officer, District & School Accountability & Improvement	E104	\$486.61	\$510.94	\$536.49	\$563.31	\$591.48
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
E29	Administrator (General)	E195	\$456.63	\$479.45	\$503.43	\$528.59	\$555.03
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
E27	Director (General)	E219	\$431.60	\$453.16	\$475.80	\$499.61	\$524.60
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					
	Director, Fiscal Services	E073					

Year ~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23

Effective ~~February 17, 2022~~ July 1, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E27	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272	\$431.60	\$453.16	\$475.80	\$499.61	\$524.60
E26	Administrative Analyst	E015	\$411.03	\$431.60	\$453.16	\$475.80	\$499.61
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	\$391.46	\$411.03	\$431.60	\$453.16	\$475.80
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
E24	Business Operations Manager (General)	E213	\$372.83	\$391.46	\$411.03	\$431.60	\$453.16
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
E23	Executive Assistant to Superintendent	E024	\$355.07	\$372.83	\$391.46	\$411.03	\$431.60
E22	Analyst II, Budget	E261	\$338.17	\$355.07	\$372.83	\$391.46	\$410.32
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					
	Project Maintenance & Operations Manager	E256					

Year-~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23

Effective ~~February 17, 2022~~ July 1, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E21	Analyst II, Accounting/Payroll	E199	\$322.06	\$338.17	\$355.07	\$372.83	\$391.47
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
E20	Coordinator I, Benefits	E032	\$306.73	\$322.06	\$338.17	\$355.07	\$372.83
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
E19	Coordinator I, Purchasing	E127	\$292.11	\$306.73	\$322.06	\$338.17	\$355.07
	Coordinator I, Workers' Compensation	E175					
E18	Analyst I, Budget	E262					
	Analyst I, Workers' Compensation	E019	\$278.20	\$292.11	\$306.73	\$322.06	\$338.17
	Coordinator I, Warehouse Services	E133					
E17	Analyst I, Fiscal Services	E016	\$265.09	\$278.20	\$292.11	\$306.73	\$322.06
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
E16	District Supervisor II, Energy Educator	E135	\$252.34	\$264.94	\$278.20	\$292.11	\$306.73
E15	Athletic Trainer (Certified)	E229	\$240.32	\$252.34	\$264.94	\$278.20	\$292.11
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					
E13	District Supervisor I, Custodial Services	E030	\$217.99	\$228.88	\$240.32	\$252.34	\$264.94
	District Supervisor I, Graphic Services	E174					

Year ~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2021-22~~ 2022-23

Effective ~~February 17, 2022~~ July 1, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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Duty Year of 261 reflects 228 duty days, 13 holidays plus 20 vacation days

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of ~~248~~ 261 for 12-month employees.

B. MENTOR/LEADERSHIP COACH INCREMENT

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

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

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

Year ~~2021-22~~ 2022-23

No pay change

Additions effective 7/1/2021

Board approved PENDING

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Revised Job Description for Chief, Human Resources/Labor Relations

ITEM DESCRIPTION: Approve revised job description for Chief Human Resources/Labor Relations. This position is designated Management, exempt and placed E-33 of the Management Salary Schedule.

The revision to the job description more specifically delineates the function as the District's Title IX Coordinator within this position; facilitates and coordinates compliance with Title IX of the Civil Rights Act of 1964.

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) 457-3501

CABINET APPROVAL: Misty Her
Deputy Superintendent

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Chief, Human Resources/ Labor Relations	REPORTS TO:	Superintendent
DEPARTMENT:	Human Resources/Labor Relations	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	12 Months
BOARD APPROVAL:		SALARY:	E-33/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education Students; plan, organize, control, and direct the functions of Human Resources and Labor Relations; build capacity among staff; recruit, prepare, sustain, and challenge all leaders to achieve higher levels of individual performance and effectiveness in leading others; direct and manage the implementation of human resources planning, recruitment, selection, placement, discipline, labor and other related services and operations; collaborate and provide timely support to staff in meeting goals of the District to provide timely delivery of high quality services; connect the intellectual, human and cultural assets of various organizations to the District or provide access to high quality options and a variety of activities; effectively communicate with district leaders to provide constructive feedback to improve their effectiveness as they develop new leadership skills. Functions as the District's Title IX Coordinator; **facilitate and coordinate the District's compliance with its responsibilities under Title IX of the Civil Rights Act of 1964.**

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

Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education Students through the effective management of assigned areas; value risk taking and innovation in support of performance improvements throughout the District; hold administrators, teachers, and students accountable for increasing student achievement. **E**

Plan, develop, direct, manage and administer human resources/labor relations policies, practices, procedures and programs including recruitment, selection, classification, assignment, dismissal, discipline transfer, compensation, labor, leaves, performance evaluation and records. **E**

Serve as the Fair and Equal Opportunity in Employment Officer for the District and as liaison to the Fair and Equal Opportunity in Employment Committee. **E**

Function as the District's Title IX Coordinator; facilitate and coordinate compliance with Title

IX of the Civil Rights Act of 1964, as well as state civil rights requirements regarding discrimination and harassment based on sex. *E*

Oversee prevention efforts to avoid Title IX violations from occurring; implement the District's discrimination complaint procedures with respect to sex discrimination and sexual harassment; coordinate investigation of complaints alleging discrimination based on sex, including sexual harassment. *E*

Serve as the case manager for personnel litigation. *E*

Strategize, develop, implement and direct a variety of innovative support programs, projects and activities related to the overall functioning and management of Human Resources and Labor Relations including professional development and in-service training of management personnel regarding employer-employee relations. *E*

Direct, coordinate and manage the collective bargaining responsibilities with employee bargaining units, interpreting collective bargaining contract language, and educating administrative staff on all aspects of employment related contract compliance; coordinate the processing of grievances and hold appropriate hearings. *E*

Administer the Labor Relations function of the District; serve as chief negotiator; keep the Superintendent and Board of Education informed regarding progress in negotiations. *E*

Serve as a member of the Superintendent's Cabinet to ensure all District actions align with objective and goals; assist and make recommendation to the Superintendent in the determination of resource allocation and levels of service according to established policy. *E*

Keep abreast of developments and innovations in the field of education by reading current literature, attending professional association meetings, and by discussing developments and issues of mutual interest with other in the specific assigned field; maintain unit determination under the Public Employment Relations Board (PERB). *E*

Develop and implement strategic vision and direction for the division in alignment with District Core Beliefs and Commitments; provide technical and intellectual expertise regarding assigned functions; formulate and develop policies and procedures. *E*

Direct and maintain an efficient and effective system of data collection and organization; direct preparation and maintenance of a variety of narrative and statistical reports, records and files. *E*

Attend or chair a variety of meetings; represent the District in collaborative/partnerships/task forces with the City, County, human service agencies, institutions of higher education, business/industry, and judicial and law enforcement agencies as assigned by the Superintendent or Deputy Superintendent. *E*

Communicate and collaborate with other administrators, District personnel, collective bargaining units and contractors to coordinate activities and programs, resolve issues and

conflicts and exchange information; present draft of negotiated proposals to the Superintendent for his review, recommendation and approval. *E*

Plan, develop, implement and monitor a program of performance evaluation and accountability for all district staff including feedback loops that provide information to appropriate individuals. *E*

Direct the preparation and administration of the division budget and ensure efficient and effective use of material, budgets and human resources to accomplish District goals and objectives and to sustain and monitor a financial and human resources plan that ensures the viability of the District. *E*

Supervise and evaluate the performance and provide clear expectations and regularly support professional growth of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff; provide constructive feedback to improve staff effectiveness. *E*

Attend Board meetings; prepare board communication and present agendas and reports to the Board as requested by the Superintendent. *E*

Visit school sites and classrooms on a regular basis. *E*

Perform related duties as assigned by Superintendent or designee.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: advanced degree in personnel, business administration or related field and seven years increasingly responsible management experience including at least five years in a human resources department, with experience in employer-employee relations including negotiations.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of the functions of Human Resources.

Federal, State and District laws, rules and regulations pertaining to employer-employee relations.

Requirements under state and federal sex discrimination laws, regulations, and guidance (including Title IX) to advise the district about its policies, procedures, and practices and to coordinate investigation of complaints alleging sex discrimination and sexual harassment. Grievance procedures including arbitration.

Labor relations and negotiation practices.
Compensation practices and personnel procedures and practices.
Interview and selection techniques and methods.
Credentialing laws.
Legal procedures and terminology and negotiation processes.
Budget preparation and control.
Principles and practices of management.
Oral and written communication skills.
Labor Relations law and employee contracts.
Current educational principles and practices related to assigned duties.
Principles and practices of management.
Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

Negotiate skillfully in difficult situations and strongly promote compromise to satisfy all parties.
Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.
Maintain current knowledge of trends in the assigned field.
Work with grievance procedures including arbitration.
Negotiate with a variety of union groups.
Manage labor contracts and labor relations.
Demonstrate loyalty and high ethical standards.
Learn new or updated computer systems/programs to apply to current work.
Plan and organize work to meet schedules and timelines.
Read, interpret, apply, and ensure compliance with applicable rules, regulations, policies and procedures.
Demonstrate loyalty and high ethical standards.
Provide leadership, train and evaluate the performance of assigned staff.
Use student achievement data to develop student-centered goals for improving learning and teaching in classrooms to eliminate the achievement gap.
Manage change and help groups of people make decisions that remain over time.
Focus and appropriately allocate resources toward identified goals.
Communicate in formal and informal settings a message centered on teaching and learning, student achievement, and resource allocations using effective skills.
Perform courageously and ethically to accomplish stated goals.
Assist in sustaining and monitoring the financial viability of the district.
Communicate, understand, and follow both oral and written directions effectively.
Establish and maintain cooperative, effective and collaborative working relationships with a diverse range of people.
Analyze situations accurately and timely, and adopt or recommend effective courses of

action.

Demonstrate high energy, potential and commitment to meet goals.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes

Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; constant interruptions.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents; sitting for extended periods of time; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally or bending at the waist to retrieve and store files.

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

E = Essential Functions

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 California Association of Directors of Activities Central

ITEM DESCRIPTION: Included in the Board binders is an Independent Contract Services Agreement with California Association of Directors of Activities (CADA) Central for the purpose of attending CADA/California Association of Student Leaders (CASL) annual conferences and conventions for the fiscal years 2022, 2023, and 2024. The agreement includes participation in the following programs: CADA/CASL Summer Camp (July), CADA Area Student Conference (October), CADA Area Adult Conference (December), CADA State Convention (March), and CASL State Convention (April). Programs typically include accommodations, meeting rooms, meals, recreational facilities, and program content. CADA/CASL programs are designed for student and adult leaders who are interested in acquiring skills necessary to become engaged and successful school advocates. Participants work together and network with other students and advisors throughout the state. The advisor programs will cover topics designed to assist new and experienced advisors in developing the most effective strategies to meet their individual school campus culture action plans.

For CADA/CASL Camp: The agreement will commence on July 01, 2022, and end on June 30, 2024.

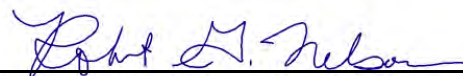
FINANCIAL SUMMARY: Sufficient funds in the estimated amount of \$140,000 annually are available in the Student Engagement budget.

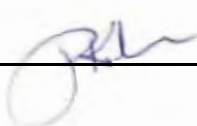
PREPARED BY: Leslie Loewen
Manager III, Student Engagement

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

CADA Central

3121 Park Ave, Suite C, Soquel CA 95073

Vendor Name

Address

831-464-4891

Stephanie Munoz

Phone Number

Vendor Contact

From: July 1, 2022

Through: June 30, 2024

Term (Duration)

FUSD Contract Administrator:

Student Engagement: Campus Culture

559-457-3674

Leslie Loewen

Site/ Dept

Telephone number

Name

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

030-0725-0171-5899-1110-4000

Annual Cost \$ 140,000.00 (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:

California Association of Directors of Activities (CADA)/California Association of Student Leaders (CASL) to provide annual conferences and conventions for fiscal year 2022, 2023, and 2024. The agreement includes participation in the following programs: CADA/CASL Summer Camp (July), CADA Area Student Conference (October), CADA Area Adult Conference (December), CADA State Convention (March), and CASL State Convention (April). Programs typically include accommodations, meeting rooms, meals, recreational facilities, and program content. CADA/CASL programs are designed for student and adult leaders who are interested in acquiring skills necessary to become engaged and successful school advocates. Participants work together and network with other students and advisors throughout the state. The advisor programs, will cover topics designed to assist new and experienced advisors in developing the most effective strategies to meet their individual school campus culture action plans. Pricing for individual programs is variable, but 2021 pricing estimates are listed below. Participation numbers are based on enrollment and budget caps.

For CADA/CASL Camp: Payment in advance by May 31 of each year is required to hold camp spots and ensure participation. The agreement will commence on July 1, 2022, and end on June 30, 2024.

Date Item is to appear on **Board of Education Agenda:** 6/1/2022 **Agenda Item #** 05/18/22 **(Contracts of \$15,000.00 or more)**

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

Bryan D. Wells
Signed

May 5, 2022

Date

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

Andrew C. Boone
Signed

5/4/22
Date

Please return signed contract to:
Leslie Loewen/Leticia deSantiago

Student Engagement: Campus Culture

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0725-0171-5899-1110-4000

District Contact Person: Leslie Loewen

Budget Manager Approval: _____

Contractor's Vendor Name: CADA Central

Contractor's Contact Person: Stephanie Munoz

Contractor's Title: Executive Director

Contractor's Telephone Number: 831-464-4891

Contractor's E-mail: Stephanie@btfenterprises.com

Contractor's Address: 3121 Park Ave, Suite C, Soquel CA 95073

Contractor's Taxpayer ID# or SSN#: 33-0103776

This Independent Contractor Services Agreement is made and entered into effective 07/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Leadership Programming and learning opportunities through California Association of Directors of Activities (CADA)/California Association of Student Leaders (CASL) for fiscal year 2022, 2023, and 2024. The agreement includes participation in the following programs: CADA/CASL Summer Camp (July), CADA Area Student Conference (October), CADA Area Adult Conference (December), CADA State Convention (March), and CASL State Convention (April). Programs typically include accommodations, meeting rooms, meals, recreational facilities, and program content. CADA/CASL programs are designed for student and adult leaders who are interested in acquiring skills necessary to become engaged and successful school advocates. Participants work together and network with other students and advisors throughout the state. The advisor programs, will cover topics designed to assist new and experienced advisors in developing the most effective strategies to meet their individual school campus culture action plans.


CADA/CASL Summer Camp: 130 HS Students, 15 Advisors	\$86,750	estimated
CADA Area Student Conference: 100 MS/HS Students, 10 Advisors	\$4,400	estimated
CADA Area Advisor Conference: 50 Advisors	\$2,000	estimated
CADA State Convention: 15 Advisors	\$9,000	estimated
CASL State Convention: 28 Students, 15 Advisors	\$37,850	estimated

Individual program pricing increases may not exceed 10% annually.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 07/01/22 , and shall terminate on 06/30/24 , 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 \$ 140,000 per FY , Not to exceed \$ 140,000.00 Checks will be made payable to CADA Central . 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): \$ 140,000.00
- f. Other \$ 0.00

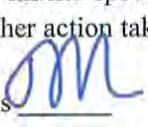
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No


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 

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.

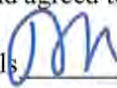
c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies 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 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:

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

Contractor: CADA Central

Name: Stephanie Munoz

Address:

3121 Park Ave Suite C
Soquel CA 95073

c: 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 so 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

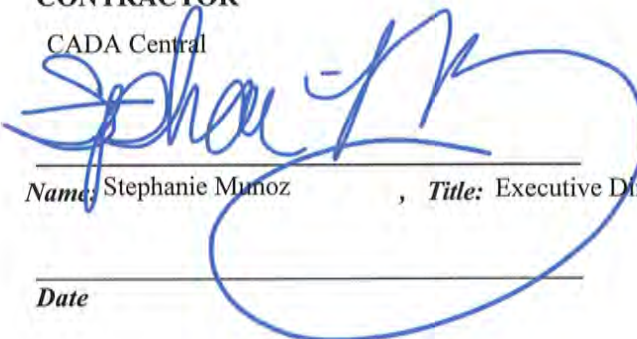
Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR


CADA Central



Name: Stephanie Munoz, Title: Executive Director

Date

Approved As To Form:



*Andrew De La Torre, Executive Director
Benefits and Risk Management*

5/4/22

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Agreements with Fresno County Superintendent of Schools

ITEM DESCRIPTION: Included in the Board binders is an agreement with Fresno County Superintendent of Schools (FCSS) for the purpose of providing a four-day camp for our African American Student Leadership Cohort (2026). Character, Honor, Integrity, Perseverance and Service Camp will allow our students to participate in educational and leadership activities that support their transition from eighth through ninth grade. The program is designed to increase critical thinking and leadership skills, confidence, and self-efficacy. The summer day camp is scheduled for June 27, 2022, through June 30, 2022. This nonresidential program will be located at Fresno State University, Fresno City College and FCSS Scout Island, with transportation provided by Fresno Unified Transportation Department and the G2 Student Engagement Office.

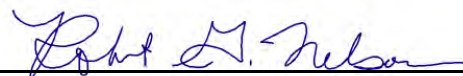
FINANCIAL SUMMARY: Sufficient funds in the amount of \$25,000 are available in the Student Engagement budget.

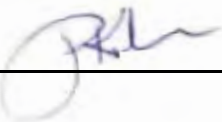
PREPARED BY: Lisa Mitchell,
Executive Director

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno County Superintendent of Schools

1111 Van Ness Avenue, Fresno CA 93721

Vendor Name

Address

559 497-3876

Manuel Escandon

Phone Number

Vendor Contact

From: June 1, 2022

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

G2: Student Engagement

559 457 3476

Lisa Mitchell, Bryan Wells

Site/ Dept

Telephone number

Name

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

030 0179 0725 1110 4000 5899

Annual Cost \$ 25,000.00

(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:

FCSS with Fresno Unified Student Engagement department will host a summer camp for our African American Student Leadership Cohort (2026). FCSS CHIPS Camp will allow our students to participate in educational and leadership activities that support their transition from 8th grade to 9th grade. The program is designed to increase critical thinking, leadership skills, gain confidence, and extenuate self-efficacy. The summer day camp is scheduled for June 27, 2022 thru June 30, 2022. This non residential program will be located at Fresno State University, Fresno City College and FCSS Scout Island, with transportation provided by Fresno Unified Transportation Department and G2 Student Engagement office.

June 1, 2022

Date Item is to appear on Board of Education Agenda:

Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Bryan W. Wells 4/20/2022
Signed Date

Reviewed & approved by Executive Director, Risk Management:

Andrew Cabral 4/23/2022
Signed Date

Please return signed contract to:
Leticia deSantiago

G2: Student Engagement

Name

Department



FCSS-PROVIDED SERVICES AGREEMENT

("Agreement")

Legal Doc. No. of this signed Agreement (*Legal use only*):

138146

COVER

Program/Event:

AGENCY Fresno Unified School District ("Agency") Attn: Lisa Mitchell, Vice Principal on Special Assign. 2309 Tulare Street Fresno, CA 93721 Phone: (559) 457-3476 Email: Lisa.Mitchell@fresnounified.org	FCSS Fresno County Superintendent of Schools ("FCSS") Attn: Manuel Escandon, Director Dept.: Student Equity and Empowerment Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: 559-497-3876 Email: mescandon@fcoe.org
CONTRACT TERM (see § 3.1) "Effective Date": June 1, 2022 "Termination Date": June 30, 2022	TERMINATION DURING CONTRACT TERM (see § 3.2) Ground for termination (<i>mark one</i>): <input type="checkbox"/> With cause <input checked="" type="checkbox"/> With or without cause "Notice Period": At least 30 days before the effective date of termination of this Agreement
CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following "Payment Schedule" (<i>mark one and complete as indicated</i>): <input type="checkbox"/> Payment Schedule 1 – Fixed Installment Payment: \$_____ per month/quarter/year, the sum of all payments shall equal the "Contract Amount" of \$_____. FCSS shall submit each invoice for payment monthly/quarterly/annually to Agency. Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services. <input type="checkbox"/> Payment Schedule 2 – Rate/Not-To-Exceed Contract Amount: \$_____ per hour to be billed in 15 minute increment OR pursuant to the rates set forth in <u>Exhibit 1</u> , the sum of all payments shall <i>not exceed</i> the "Contract Amount" of \$_____. FCSS shall submit each invoice for payment monthly/quarterly/annually to Agency. Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services. <input checked="" type="checkbox"/> Payment Schedule 3 – Entire Contract Amount/Completion Of All Services: Entire "Contract Amount" of Not to exceed \$25,000.00, the invoice for payment of which FCSS shall submit to Agency after FCSS has completed all Services. Agency shall pay FCSS within 30 days after: (A) FCSS has completed all Services required of FCSS under this Agreement; and (B) Agency has received FCSS' invoice requesting payment. <input type="checkbox"/> Payment Schedule 4 – Other: The "Contract Amount" of \$_____, each invoice for payment of which FCSS shall submit to Agency monthly/quarterly/annually. Agency shall pay FCSS within 30 days after: (A) FCSS has completed the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received FCSS' invoice requesting payment for such Services.	
FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following "Services":	

1. *What Services will FCSS provide:* FCSS with Fresno Unified will host a summer camp to the African American Student Leadership Academy CHIPS summer program. Students will participate in educational and leadership activities that support transition from 8th grade to 9th grade. The benefits of varied aspects of English language arts, mathematical strategies, cultural competence and the arts. The program focuses on emotional intelligence-based tenets. The program is designed to increase critical thinking and leadership skills, gain confidence and extenuate self-efficacy.
2. *When will FCSS provide the Services:* The summer camp will be held June 2, 2022 – June 30, 2022. The Parties' designated 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.
3. *Where will FCSS provide the Services:* Non-Residential program at Fresno State University, State Center Community College District (Fresno City College) and FCSS Scout Island. The Parties' designated staff may mutually change the location if there is no change to the Contract Amount.

AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following (*leave blank if no additional obligations*):

Agency shall be solely responsible for identifying and recruiting agency students to participate in the services.

Agency shall ensure that the parent/legal guardian of each agency student participating in the services completes all forms and waivers (collectively "Forms") required by FCSS, or any vendor, entity, or partner working with FCSS in the provision of the services, prior to the start of the services. Agency shall collect and provide all completed forms for each participating agency students to FCSS. No agency student shall be permitted to participate in the services without such completed forms being timely submitted to FCSS.

Agency shall be responsible for providing all necessary transportation for agency students and staff to and from the services location, at agency's sole expense.

Agency shall provide two (2) certificated agency employees to supervise agency students at all times during the provision of services.

Agency shall ensure that all participating agency students comply with all rules of student conduct established by FCSS for participation in the services, throughout the course of the services. FCSS shall maintain the right to require the removal of any agency student not complying with the rules of conduct from participation in the services.

RECITALS/OTHER TERMS AND CONDITIONS (*leave blank if none*):

In addition to the provisions of Article 4 of the general terms and conditions concerning insurance, agency and FCSS agree that agency's insurance coverage shall be primary, and FCSS's insurance coverage is excess of agency's insurance coverage and will not contribute with agency's insurance with respect to any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgements and expenses, including attorney's fees and costs, arising out of or relating to the participation of agency's employees or students in the services.

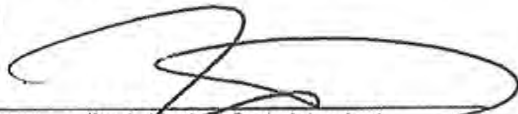
Notwithstanding the provisions of Article 5 of the General Terms and Conditions, as to any claim or loss (as those terms are defined in Article 5) related to agency students or agency employees and this agreement, regardless of cause or proportion of liability and to the fullest extent allowed by law, agency shall fully indemnify, defend, and hold harmless FCSS, except a claim or loss cause solely by exclusively by the negligent, reckless, intentional, fraudulent, or willful act or omission of FCSS. During the services, all agency students shall be considered agency's agents for purposes of this paragraph and Article 5.

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: 
Print Name: Lisa Mitchell
Title: Vice Principal on Special Assignment

By: 
Jim A. Yovino, Superintendent
on Authorized Designee
Dr. Hank Gutierrez, Deputy Superintendent

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


Andrew De La Torre, Executive Director
Benefits & Risk Management

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and Agency shall compensate FCSS for, performance of those obligations required of FCSS under this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as "**Applicable Law**") and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. "**Work**" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related to a Party's performance of this Agreement; (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement 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.

ARTICLE 2 PAYMENT. As full consideration and compensation for FCSS' performance of this Agreement, Agency shall pay FCSS the Contract Amount in accordance with the Payment Schedule stated on the Cover.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Subsection 3.2.1 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 **TERMINATION FOR CAUSE/WITHOUT CAUSE.** During the Contract Term, 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 and an opportunity, within 30 days of the date on which the non-breaching Party received the breaching Party's notice, to cure the material breach and to notify the other Party in writing when such cure has been completed; if the breaching party has not cured the material breach upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by any Party.
- 3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and Agency's receipt of FCSS' invoice. The provisions of this 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 tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that 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 officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision shall not prohibit FCSS from contracting with one or more third parties to perform the Services required of FCSS under this Agreement.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, **if to FCSS, a copy of any notice and demand by email to:** FCSS Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

//

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Agreement with Regents of the University of California, Merced

ITEM DESCRIPTION: Included in the Board binders is an agreement with Regents of the University of California, Merced for the purpose of providing a five-day overnight camp for our African American Student Leadership Cohort (2027). The UC Merced Summer Youth Academy- Brown Youth Academy at UC Merced will provide accommodations, meals, recreational facilities, meeting rooms, activity facilitators, and program materials for 17 middle school and 13 adult leaders (champions). During the four-day middle school program, students will be organized into groups under the guidance of UC Merced student leaders, with supervision from Fresno Unified School District staff. The curriculum will focus on UC readiness, A-G completion, student self-management, study skills, and leadership development, which serves as the foundation for the African American Student Leadership Academy whose goal is to support African American students in the pursuit of UC eligibility upon graduation. Transportation will be provided by Fresno Unified Transportation Department and the Student Engagement Office.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$113,600 are available in the Student Engagement budget.

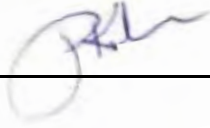
PREPARED BY: Lisa Mitchell,
Executive Director

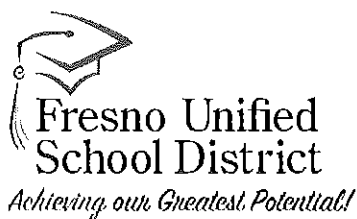
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Regents of the University of California, Merced

5200 N. Lake Road, Merced, CA 95343

Vendor Name

Address

916-267-8289

Michael Pierick/Marianna Harris, Ed.D

Phone Number

Vendor Contact

From: June 1, 2022

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Lisa Mitchell, Bryan Wells

G2: Student Engagement

559-457-3476

Name

Site/ Dept

Telephone number

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

03001790725110040005899

Annual Cost \$ 113,600.00

(Estimated Amount)



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

Yes ☒

No ☐

Scope of Work Summary:

The UC Merced Summer Youth Academy (BYA) at UC Merced will provide accommodations, meals, recreational facilities, meeting rooms, activity facilitators, and program materials for 17 middle school and 13 adult leaders (champions). During the four day middle school program, students will be organized into groups under the guidance of UC Merced student leaders, with supervision from Fresno Unified School District staff. The curriculum will focus on UC readiness, A-G completion, student self-management, study skills, and leadership development, which serves as the foundation for the African American Student Leadership Academy whose goal is to support African American students in the pursuit of UC eligibility upon graduation.

Date Item is to appear on Board of Education Agenda:

June 1, 2022

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Bryan W. Wells
Signed

April 22, 2022
Date

Reviewed & approved by Executive Director, Risk Management:

Andrew P. Lane
Signed

4/22/2022
Date

Please return signed contract to:

Leticia deSantiago

Name

62 Student Engagement
Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 03001790725110040005899

District Contact Person: Lisa Mitchell

Budget Manager Approval: Brya D. Miller

Contractor's Vendor Name: Regents of the University of California, Merced

Contractor's Contact Person: Michael Pierick/Marianna Harris, Ed.D

Contractor's Title:

Contractor's Telephone
Number: 916-267-8289

Contractor's E-mail: mpierick@ucmerced.edu or mharris26@ucmerced.edu

Contractor's Address: 5200 N. Lake Road, Merced, CA 95343

Contractor's Taxpayer ID# or
SSN#:

June 1, 2022

TM

This Independent Contractor Services Agreement is made and entered into effective ~~04/19/22~~ (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Contractor agrees to provide Fresno Unified 2027 African American Student Leadership Academy (AASLA) Cohort students a leadership camp experience at UC Merced in June 2022. Students will participate in team building, leadership, and college classroom experience. Includes a visit to Yosemite National Park, room, board, and classroom materials. Student Engagement office will handle the transportation expense for all students to and from UC Merced campus.

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 06/01/22 , and shall terminate on 06/30/22 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of _____ per Invoice; Not to exceed \$ 113,600.00. Checks will be made payable to Regents of the University of California, LA. 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 TM
- 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): \$ 113,600.00
 - 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 TM District's initials DP
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. Fresno Unified shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or omissions of Fresno Unified, its officers, employees or agents.

UNIVERSITY shall defend, indemnify, and hold Fresno Unified, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees or agents.

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 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 TM


District's initials [Signature]

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: Regents of the Univeristy of California, 

Name: Theresa Mason, Sr. Contract Manager

Address: *Theresa Mason*

5200 N. Lake Road,
Mered, CA 95343

c: 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

Date

CONTRACTOR

Regents of the University of California, 


Theresa Mason

Theresa Mason, Sr. Contract Manager

4/22/2022

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

4/22/2022

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with The Center for Black Educator Development

ITEM DESCRIPTION: Included in the Board binders is the Independent Contract Services Agreement with The Center for Black Educator Development.

The Center for Black Educator Development exists to ensure there will be equity in the recruiting, training, hiring, and retention of quality educators that reflect the cultural background and share common socio-political interests of the students they serve.

A4 is partnering with The Center for Black Educator Development to provide a series of professional development workshops and trainings for administrators and teachers throughout Fresno Unified that participate in A4 programs. The goal is to educate on micro aggressions and its impact on diverse learners, reflecting on students' culture and knowledge to inform curriculum and instruction, and best practices in engaging our African American families and community.

FINANCIAL SUMMARY: Fiscal impact will be a total of \$16,500 for the 21-22 school year. Sufficient funds are available in the African American Academic Acceleration general budget.

PREPARED BY: Tonisha Hargrove,
Program Manager

DIVISION: African American Academic
Acceleration
PHONE NUMBER: (559) 457-3574

CABINET APPROVAL: Misty Her,
Deputy Superintendent

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Center for Black Educator Development

Vendor Name

267-228-5129

Phone Number

From: June 1, 2022

Term (Duration)

FUSD Contract Administrator:

Tonisha Hargrove

Name

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

PO Box 7439, Philadelphia, PA 19101

Address

Victoria Harrison

Vendor Contact

Through: June 30, 2022

African American Academic Acceleration 559/457-3728

Site/ Dept

Telephone number

030-0176-0755-1110-1000-5899

Annual Cost \$ 16,500.00

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☐

No ☒

Scope of Work Summary:

The Center to provide culturally relevant professional learning workshops. See attached

Date Item is to appear on **Board of Education Agenda:**

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

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

Please return signed contract to:
Gloria Jenkins

Name

Agenda Item # (Contracts of \$15,000.00 or more)

Wendy McCully 4/21/22
Signed **Date**

Andrew L. Tane 5/11/2022
Signed **Date**

African American Academic Center

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0176-0755-1110-1000-5899

District Contact Person: Tonisha Hargrove

Budget Manager Approval: _____

Contractor's Vendor Name: Center for Black Educator Development

Contractor's Contact Person: Victoria Harrison

Contractor's Title: Operations Manager

Contractor's Telephone
Number: 267-228-5129

Contractor's E-mail: Victoria.Harrison@thecenterblacked.org

Contractor's Address: PO Box 7439, Philadelphia, PA 19101

Contractor's Taxpayer ID# or
SSN#: 84-1814119

This Independent Contractor Services Agreement is made and entered into effective 6/1/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

The Center to provide culturally relevant professional learning workshops.

See attached

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 6/1/2022 , and shall terminate on 6/30/2022 . 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 \$16,500.00 per contract, Not to exceed \$ 16,500.00 . Checks will be made payable to Center for Black Educator Development . 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 SC
- Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
 - Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
 - Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - Supplies _____ As negotiated with school/department contracting for service.
 - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 16,500.00
 - 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 SC District's initials [Signature]
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 SC District's initials md

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: Center for Black Educator Development

Name: Sharif El-Mekki

Address: PO Box 7439
Philadelphia, PA 19101

c: 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

Date

CONTRACTOR

Center for Black Educator Development

Sharif El-Mekki

Name: Sharif El-Mekki , *Title:* Founder, CEO

04/19/22

Date

Approved As To Form:

Andrew De La Torre

Andrew De La Torre, Executive Director
Benefits and Risk Management

5/11/2022

Date



CENTER FOR BLACK EDUCATOR DEVELOPMENT

CONTRACT FOR PROFESSIONAL LEARNING SERVICES

This Contract is entered into between The Center for Black Educator Development ("The Center") and Fresno Unified School District ("Fresno USD") for The Center to provide culturally relevant professional learning workshops.

1. TERM OF CONTRACT

- a. This Contract is effective from the date of full execution of this contract through June 30, 2022 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. The Center shall have a continuing obligation, after said Contract term, to comply with any provision of this Contract intended for The Center's protection or benefit, or that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

2. SCOPE OF WORK

- a. The Center shall perform all of the services set forth herein and as outlined in the attached Proposal.

3. CONSIDERATION AND TERMS OF PAYMENT

- a. The consideration for all services (and goods if any) performed or supplied by The Center under this Contract shall be paid by Fresno USD as described below.

4. TOTAL OBLIGATION

- a. Fresno USD's total obligation to The Center under this Contract, including compensation for services (and goods, if any) shall be \$16,500. ~~The Center shall receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.~~

5. FREQUENCY OF INVOICING AND TERMS OF PAYMENT

- a. Subject to the conditions herein, payment shall be made by Fresno USD within thirty (30) days of receipt of The Center's invoice for goods delivered or services rendered pursuant to this Contract. The Center's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. Fresno USD has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.
 - i. INVOICE SCHEDULE – The Center will invoice Fresno USD as follows:
 1. 50% of total cost upon full execution of contract - \$8,250)

2. 50% of total cost upon completion of the work agreed upon for the current fiscal year.
- ii. **CANCELLATION POLICY:** We certainly hope that all workshops will be able to proceed as scheduled, but we also understand that things happen and want to be prepared.
 1. Cancellations made 14 and 30 days in advance of the workshop date- 50% refund for that workshop.
 2. Cancellations made within 14 days of the workshop date- 25% refund for that workshop.
 3. Cancellations made within the week of the workshop date cannot be refunded
 4. Requests to reschedule workshops will be addressed on a case by case basis.
- b. As applicable, for all agreed upon work performed by The Center or The Center's personnel in the provision of goods and/or services stipulated herein, Fresno USD shall pay The Center based on the amount stated in the Proposal. Payment shall be made to The Center based on the invoice provided as it coincides with the Proposal. Notwithstanding anything to the contrary, and without limitation, Fresno USD has not promised or guaranteed any minimum amount of work, and The Center understands and acknowledges same. Fresno USD has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

6. FUND AVAILABILITY; FEDERAL FUNDS CONTINGENCY.

- a. Financial obligations of Fresno USD payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, Fresno USD's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

7. GENERAL TERMS AND CONDITIONS

- a. The terms and conditions contained in this Contract *and Fresno USD Contract* shall govern and shall take precedence over any different or additional terms and conditions which The Center may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties.

8. DATA PRIVACY

- a. The Center agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the Fresno USD, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy. The Center must comply with any applicable requirements as if it were a governmental entity. The Center will report immediately to the Fresno USD any requests from third parties for information related to this Contract. Fresno USD will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices and compliance requirements.

9. OWNERSHIP OF MATERIAL

- a. Fresno USD expressly waives to The Center any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the The Center shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials.

10. USE OF FRESNO USD NAME OR LOGO

- a. The Center agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the Fresno USD or the name of any representative of the Fresno USD in any sales promotion work or advertising, or any form of publicity, without the written permission of the Fresno USD.

11. INDEPENDENCE of THE CENTER

- a. The Center shall perform its duties hereunder as an independent ^{contractor} and not as an employee of the Fresno USD. Neither The Center nor any agent or employee of The Center shall be or shall be deemed to be an agent or employee of the Fresno USD. The Center shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. The Center acknowledges that The Center and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Center shall have no authorization, express or implied, to bind Fresno USD to any agreements, liability, or understanding except as expressly set forth herein. The Center shall be solely responsible for the acts of The Center, its employees and agents.
- b. The Center shall hold Fresno USD completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which The Center is responsible under this Contract, and from all attorney's fees and other costs incurred by Fresno USD in contesting or defending against any responsibility therefore which is asserted against Fresno USD.

12. WORKER HEALTH, SAFETY AND TRAINING

- a. The Center shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. The Center shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. The Center shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. The Center shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by The Center. The Center shall develop and implement an emergency plan and procedures to follow in emergencies.

13. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- a. The Center shall comply with all applicable requirements of the BCIS relating to employment

including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.


14. INSURANCE

- a. At all times during its performance under this Contract, The Center shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverage.

15. INDEMNIFICATION

- a. The Center agrees to release, defend, indemnify, and hold harmless Fresno USD, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of The Center's negligent acts or omissions or in connection with The Center's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of Fresno USD. The Center shall not settle or compromise any claim in which the Fresno USD has been named a party and for which The Center must indemnify the Fresno USD without a signed agreement approved by the Fresno USD.

16. LIMITATION ON LIABILITY

- a. In no event shall Fresno USD be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. ~~Fresno USD's maximum obligation under this Contract shall not exceed the amount set forth herein.~~ 

17. CONFLICT OF INTEREST

- a. The Center agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the Fresno USD.

18. COMPLIANCE WITH LAWS AND DEBARMENT

- a. The Center certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as Fresno USD policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. The Center represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. The Center shall notify Fresno USD if it becomes debarred or suspended during the term of this Contract. Fresno USD may immediately terminate this Contract in the event of such termination or suspension and The Center shall be responsible for any costs incurred by Fresno USD in connection therewith.

19. TERMINATION

- a. Fresno USD and/or The Center may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other. In the event of such termination, The Center shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by Fresno

USD in its sole discretion, for work or services satisfactorily performed. In no event shall The Center be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractor which reasonably could have been avoided.

- b. Fresno USD may terminate this Contract in whole or in part for cause upon seven (7) days written notice if The Center fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing Fresno USD to terminate for cause. If a determination is made that Fresno USD improperly terminated this Contract for cause, then such termination shall be deemed to have been without cause.
- c. Notwithstanding the above, The Center shall not be relieved of liability to Fresno USD for damages sustained by Fresno USD as a result of any breach of this Contract by the contractor. Fresno USD, may, in such event, withhold payments due to The Center for the purpose of set-off until such time as the exact amount of damages due to the Fresno USD is determined. The rights or remedies provided here shall not limit Fresno USD, in case of any default, error or omissions, by The Center, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the Fresno USD under law.

20. RETURN OF DATA

- a. Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of Fresno USD, The Center shall return all documents, data and other information provided by Fresno USD to The Center, or The Center's employees or agents in connection with this Contract. Additionally, The Center, upon the request of Fresno USD, shall destroy all copies of such Fresno USD provided data, documents, or information in The Center's possession or control, and provide Fresno USD with proof of such destruction.

21. NOTICES/ADMINISTRATION

- a. Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

FRESNO USD

Fresno Unified School District
ATTN: Gloria Jenkins
Address: 2309 Tulare, Fresno, CA 93721
Phone: (559) 457-3574
Email: gloria.jenkins@fresnounified.org

THE CENTER

The Center for Black Educator Development

ATTN: Victoria Harrison
Address: PO Box 7439, Philadelphia, PA 19101
Phone: 267-228-5129
Email: Victoria.Harrison@thecenterblacked.org

22. ACKNOWLEDGMENT

- a. In signing, The Center certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TTN) provided to Fresno USD is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. The Center must cross out and initial item (2) and notify Fresno USD in writing, if The Center has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. The Center must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.
- b. Notwithstanding this certification, The Center hereby acknowledges that Fresno USD has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23. NON-WAIVER

- a. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24. ASSIGNMENT

- a. The Center may not assign any obligations of this Contract without the prior written consent of Fresno USD. In the event of any assignment, The Center shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon The Center, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, Fresno USD's tender of payment to The Center named herein, or to any person reasonably believed by Fresno USD to be entitled to payment, shall satisfy Fresno USD's obligation to pay, and in no event shall Fresno USD be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- a. This Contract shall be construed under ~~Pennsylvania~~ ^{California} law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in ~~Pennsylvania~~ ^{California}. For this purpose, The Center specifically consents to jurisdiction in Pennsylvania. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed

the original Contract, or their successors in office.

26. WARRANTY

- a. The Center expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. The Center further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of Fresno USD as may be communicated to The Center; (iv) comply with the highest warranties and representations expressed by The Center orally or in any written document provided to or in the possession of Fresno USD; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, The Center agrees to correct all defects and nonconformities at The Center's sole expense, to be liable for all direct damages suffered Fresno USD and any other persons, and to defend, indemnify, and hold harmless Fresno USD and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by Fresno USD.

27. SEVERABILITY

- a. If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28. SURVIVABILITY

- a. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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The Center for Black Educator Development

Signature

Sharif El-Mekki

Founder, CEO

Date

Fresno Unified School District

Signature

Gloria Jenkins

Title

Date

Approved as to Form



Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Amendment No. 2 to Agreement with First Student, Inc. for Pupil Transportation Services – Special Education Programs

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is Amendment No. 2 to Fresno Unified School District's agreement with First Student, Inc. for Pupil Transportation Services – Special Education Programs. The amendment will increase year one of the agreement by 2.05% retroactively from January 01, 2022 and for years two through five, the current rate adjustment provisions shall be amended, to increase an additional 2.05% annually after the CPI rate adjustment is calculated. The increase will provide First Student drivers additional pay and hours for the purpose of recruitment and retainment of drivers.

The Board approved a 5-year contract extension beginning August 01, 2021 on September 16, 2020 and recognizes this partnership is to the mutual advantage of Fresno Unified School District and First Student, Inc. by providing long-term stability and certainty to each.

FINANCIAL SUMMARY: Funds are available in the Transportation Department budget.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:





**SECOND AMENDMENT TO AGREEMENT TO PUPIL TRANSPORTATION SERVICES-
SPECIAL EDUCATION PROGRAMS BETWEEN FRESNO UNIFIED SCHOOL DISTRICT AND
FIRST STUDENT, INC.**

THIS SECOND AMENDMENT is made and entered into as of the ____ day of _____, 2022 by and between Fresno Unified School District (hereinafter called "District") and First Student, Inc. (hereinafter called "Contractor").

WHEREAS, the Parties entered into an Agreement to Provide Student Transportation Services effective August 10, 2016; and

WHEREAS, the Parties amended the Agreement on ("First Amendment") on September 16, 2020; and

WHEREAS, the Parties desire to enter into a second amendment to this Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Rates for year one of the Agreement will be increased by an additional 2.05% retroactively to January 1, 2022.
2. For years two through five, the current rate adjustment provisions shall be amended, to increase an additional 2.05% annually after the CPI rate adjustment is calculated.
3. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the Parties hereto by persons duly authorized on the day and year first written above.

FRESNO UNIFIED SCHOOL DISTRICT

FIRST STUDENT, INC.

By: _____

By: _____

Dated: _____

Dated: _____

Santino Danisi, Chief Financial Officer

ATTEST:

By: _____

Approved as to Form



Date: 5/12/2022

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Use of Individual Piggyback Contracts in 2022/23

ITEM DESCRIPTION: Included in the Board binders is a list of piggyback contracts recommended for utilization by the district during 2022/23 for efficient and cost-effective procurement. Use of piggyback contracts is recommended to the Board annually. Piggybacking is allowed under Public Contract Codes 10299 and 20118, and is a best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide back-up contract options and favorable pricing. Approval does not commit the district to purchases or require that any specific contract be utilized. All purchases associated with piggyback contracts are presented to the Board for ratification on future purchase order reports. The contracts are available for review in the Purchasing Department.


FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract are indicated on the backup material; funding will be determined on a project-by-project basis.

PREPARED BY: Ann Loorz
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:





PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

	Supplier and Primary Location	Piggyback Contract Name (and cooperative agency if applicable)	Lead Agency	Estimated Annual \$	Purpose of Piggyback (examples of items purchased)	Pricing Structure
1	Affinity Truck Center Fresno, CA	Sourcewell Contract: 060920-MAK Class 4-8 Chassis with Related Equipment, Accessories and Services	Sourcewell	\$500,000	Allows for expedited purchase to comply with grant deadline of a one-time purchase of an electrical semi-truck for the Duncan Polytechnical High School's Heavy Duty Truck Program.	Various discount percentages off list price based on model. 28.57% off LRe model.
2	All Things Contracted, LLC Buckeye, AZ (Distributor): Enviroclean, Fresno, CA	Purchasing Cooperative of America Contract OD-305-20 Janitorial Products, Equipment and Related items	City of O'Donnell, TX	\$650,000	For the purchase of janitorial supplies for the Environmental Services Department. This is an additional contract to support a local business and provide competition for best price and selection.	Percentage discounts by category varying from 11% to 50% depending on category markup allowed.
3	Amazon Services, LLC Seattle, WA	U.S. Communities OMNIA Partners Contract: R-TC-17006 Online Marketplace for the Purchase of Products and Services	Prince William County Public Schools, VA	\$1,000,000	To support school sites and departments on ordering urgent and hard to find items.	Market place pricing.
4	American Modular Systems, Inc. Manteca, CA	Santa Cruz City Schools, CA Contract: Facility Supply Services at Various Sites	Santa Cruz City Schools, CA	\$1,000,000	Allows the Facilities and Planning Department to buy DSA approved modular classrooms and restrooms as needed. Facilities and Planning will leverage multiple portable building vendors to address stock availability and best value pricing.	Bid Matrix pricing detailed by size of building and additional add-on's needed.
5	Apple Products Austin, TX	Glendale Unified School District, CA Contract: P-13-18/19 Apple Products	Glendale Unified School District, CA	\$500,000	Allows the district to purchase discounted Apple products such as iPads through cooperative purchase power economies of scale.	Price list, per Apple website.
6	Artco Bell Corporation Temple, TX	Equalis Group Contract: EQ-052920-01B Furniture and Storage Related Products and Services	Region 10 ESC-TX	\$200,000	Reserved as an emergency backup vendor for district standard Artco Bell desks and chairs. Currently, these are purchased through School Specialty, however we may purchase straight from the manufacturer in case of need for expedited delivery.	Discount structure is made up of five tiers based on volume and desired services required.
7	AT&T Fresno, CA	NASPO Value Point Contract: MA149 Wireless Equipment and Services	The State of Utah	\$500,000	Allows the district to continue to use AT&T (current mobile provider) at deeply discounted pricing for cell phone services through cooperative purchase power economies of scale.	Purchase of cell phone/hotspot hardware and services. Pricing per Price List.
8	A-Z Bus Sales Colton, CA	Waterford Unified School District, CA Contract: 01/22 School Buses	Waterford Unified School District, CA	\$600,000	Allows the district to expedite the purchase of Blue Bird Buses through cooperative purchase power economies of scale.	Prices are fixed but dependent on features selected. Diesel approx. \$195k and CNG \$230k.

PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

9	B&H Photo Video New York, NY	OMNIA Partners Contract: R201202 Audio Visual Equipment, Accessories and Services	Region 4 ESC-TX	\$500,000	Allows the district to leverage cooperative purchase power economies of scale on a wide variety of discounted professional photography equipment and supplies used for instruction.	This contract covers the vendors entire catalog. Prices are discount per item of 2% to 25% with an average of 11.5%.
10	BSN Sports, LLC Dallas, TX	The Cooperative Purchasing Network (TCPN) Contract: R201101 Athletic and Physical Education Supplies and Team Uniforms	Region 4 ESC-TX	\$750,000	For the purchase of athletic equipment and custom sports uniforms. This contract covers a wide variety of items to allow the sites the brands and equipment needed at contract prices.	Percentage discounts ranging from 8% - 35% depending on product category.
11	BusWest Carson, CA	Hemet Unified School District, CA Contract: 061719 School Buses	Hemet Unified School District, CA	\$900,000	Allows the Transportation Department to purchase charter-type buses at a discounted price to be used for student comfort for field trips and out of town athletic events.	Price list available with listed capacities and options. Diesel approx. \$285K and CNG \$315K.
12	Carrier Corporation Charlotte, NC	Sourcewell Contract: 070121-CAR HVAC Systems and Related Services	Sourcewell	\$500,000	Allows the Maintenance and Operations Department to purchase from an alternate resource for HVAC units in case of emergency. HVAC equipment is in high demand and have extended lead time. Utilization of multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.	35% to 71.5% discount off MSRP. For heating, ventilation, air conditioning, refrigerations systems and refrigeration controls.
13	CDW Government LLC Vernon Hills, IL	OMNIA Partners Contract: R210401 Technology Solutions, Products and Services	Region 4 ESC-TX	\$30,000,000	Allows for purchase of large volumes of technology to meet the demands for our large district. Expedited purchase ability is essential to the fast changing technology standards.	Prices are discounted up to 15% depending on the category.
14	Central Sanitary Supply Co. Fresno, CA	1Government Purchasing Alliance Contract: 19-01PV-04 Janitorial Supplies, Equipment and Services	Paradise Valley Unified School District, AZ	\$650,000	For the purchase of janitorial supplies for the Warehouse. This is an additional contract to support a local business and provide competition for best price and selection.	55% discount on catalog items.
15	Nick's Custom Golf Cars Fresno, CA	OMNIA Partners Contract: EV2671 Utility, Transportation and Golf Vehicles, plus Related Accessories, Equipment, Parts and Services	City of Kansas City, MO	\$100,000	Allows the district to purchase of a wide variety of golf cart vehicles through cooperative purchase power economies of scale.	Prices are determined by type of cart and features requested. Discount of MSRP ranging from 5% to 35%. Replacement parts 20% discount.
16	Cintas Corporation Fresno, CA	OMNIA Partners Contract: R-BB-19002 Facilities Management Products and Solutions	Prince William County Public Schools, VA	\$550,000	For the rental and laundering of district-wide, standardized uniforms for maintenance and custodial staff; Nutrition Services utilizes aprons, towels, rags and mats; custodial staff uses dust mops. Allows district to leverage multiple uniform and cleaning supply vendors for best value pricing.	Bid matrix pricing list.
17	CKEP USA, LLC. Tucson, AZ	National Intergovernmental Purchasing Alliance (NIPA) Contract: R180201 Foodservice Equipment, Smallwares, Parts, Design and/or Installation	Region 4 ESC-TX	\$670,000	For the purchase of food service equipment for Nutrition Services Department.	Milk coolers, heated cabinets, freezers, food slicers, ice makers. Pricing is based on up to 18.5% discount off price list or better.

PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

18	Class Leasing, LLC Perris, CA	Chawanakee Unified School District, CA Project 11 DSA Approved Portable Buildings	Chawanakee Unified School District, CA	\$1,000,000	For DSA approved portable buildings including purchase, lease. The use of a piggyback will cut down on lead time. Facilities will leverage multiple portable building vendors to address stock availability and best value pricing.	Bid matrix pricing detailed by size of the building, plus additional add-ons needed.
19	Community Playthings Ulster Park, NY	Foundation for California Community Colleges Contract: CB 148-18 Facilities Fixtures and Furnishings Applications	California State University, CA	\$500,000	Allows the district to purchase a wide variety of early learning furniture through cooperative purchase power economies of scale.	The contract covers the full catalog of early learning furniture. Pricing based on annual price list.
20	CORE Business Interiors, Inc. Fresno, CA	OMNIA Partners Haworth Furniture Company Contract: 2020000606 Furniture, Installation, and Related Products/Services	City of Charlotte, NC	\$500,000	This contract will allow the district to purchase furniture from a local supplier at a discounted rate.	The contract offers a fixed percentage discount off of the manufacturer's list price per category.
21	Daikin Applied Americas Inc. Minneapolis, MN	OMNIA Partners Contract: R200401 HVAC Equipment, Installation, Services and Related Products	Region 4 ESC-TX	\$1,000,000	Allows FUSD HVAC shop and Maintenance Project Managers to purchase Daikin 200 ton chillers as needed for emergency replacement. It also offers a wide variety of related HVAC products.	Discounted price list available.
22	Dave Bang Associates, Inc. Tustin, CA	Colton Joint Unified School District, CA Contract: 18-02 Playground Equipment and DSA Shade Shelters	Colton Joint Unified School District, CA	\$200,000	For purchase of DSA approved metal shade structures as an alternative to fabric shade structures. This alternative option will allow the Facilities and Planning Department further design choices.	Specific pricing per model numbers, 5% to 17% off manufacturers list.
23	Demco, Inc. Madison, WI	E & I Cooperative Services Contract: CNR01468 Materials of Instruction Discount Program	Anne Arundel County Public Schools, MD	\$200,000	This contract has a broad product line, offering over 50,000 items for elementary teaching, encompassing furniture, supplies, equipment and learning materials for libraries and classrooms.	A catalog discount program offering an 18% discount off list price for learning materials and supplies; and a 7% discount off list for equipment and furniture.
24	Dude Solutions, Inc. Cary, NC	Cal Save Association of Educational Purchasing Agencies (AEPA) Contract: AEPA IFB-020-D Facility Management Software	Monterey County Office of Education, CA	\$50,000	For event scheduling software for various civic events held at district facilities. This system is currently in use by the Civic Center. This contract will keep the current pricing.	Pricing based on a discounted flat fee.
25	Fastenal Company Fresno, CA	National Intergovernmental Purchasing Alliance (NIPA) Contract: 2018.000208 Maintenance Repair and Operations (MRO) Supplies and Related Services	University of California, CA	\$500,000	Allows the Maintenance Department to purchase various supplies as needed at discounted pricing through cooperative purchase power economies of scale. Additional benefit of a 1% rebate on annual spend and 5% annual growth incentive paid on prior year sales.	25% to 57% discount across 20 different MRO categories, 25% minimum discount on all categories.
26	Fresno Equipment Company Fresno, CA	Sourcewell Contract: 031121-DAC Grounds Maintenance Equipment, Attachments, Accessories and Related Services	Sourcewell	\$100,000	For the purchase of John Deere Gators. The use of this piggyback will keep consistency of brand and utilization of our local dealer.	John Deere Gators discount off list based on options and multi-unit discount.

PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

27	Gibbs Truck Center Fresno, CA	Sourcewell Contract: 060920-NVS Chassis with Related Equipment, Accessories and Services	Sourcewell	\$500,000	For the purchase of Warehouse and Nutrition Services delivery trucks. The use of this piggyback will keep consistency of brand and utilization of our local dealer.	International Trucks 34.5% to 54% off list price, or \$6,000 to \$9,000 off CV Series, additional volume discounts available.
28	Global Modular, Inc. Atwater, CA	Loomis Union School District, CA Contract: 2018-03 Purchase/Lease and Delivery of DSA Approved Relocatable Buildings	Loomis Union School District, CA	\$1,000,000	For the purchase of modular classrooms, restrooms, offices, and two-story buildings. Use of this piggyback will cut down on lead time. Facilities and Planning will leverage multiple portable building vendors to address stock availability and best value pricing.	Bid Matrix pricing detailed by size of building including prices for additional add-ons as needed by project.
29	Gold Star Foods Ontario, CA	South Orange County Purchasing Group Contract: 20/21-01NS Commodity, Commercial Snacks and Beverage Products	Irvine Unifed School District, CA	\$2,500,000	This piggyback leverages our ability to purchase healthy, well-balanced nutritional foods for our student meal service.	Price list available.
30	Gopher Sport Owatonna, MN	Sourcewell Contract: 071819-PRO Athletic and Physical Education Equipment and Supplies with related accessories	Sourcewell	\$200,000	For the purchase of P.E. equipment. This contract covers a wide variety of elementary P.E. items at contract pricing to support sites athletic needs.	11% discount off catalog price.
31	Graybar Electric Company, Inc. Fresno, CA	OMNIA Partners Contract: EV2370 Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions	City of Kansas City, MO	\$5,000,000	Allows the Maintenance Department to purchase lighting and electrical supplies at a low cost. Utilized to purchase lighting materials that will be used in installation bids. These materials were bid out FY 15/16 and Graybar won the bid, however discounts were deeper through their piggyback. Additional benefit of annual rebates: 0.5% rebate on annual net sales \$1M-\$2M 1% rebate on annual net sales \$2M-\$4M 1.5% rebate on annual net sales \$4M <	All items are discounted from Graybar manufacturer list price or from supplemental light, electrical list price. Cost, plus not to exceed 23%. Large volume discounts and localized supplier negotiations are available.
32	Henry Schein, Inc. Melville, NY	OMNIA Partners Contract: RFP #2018AO Medical and Surgical Supplies	University of California, CA	\$250,000	This contract is used for medical and surgical supplies such as mask, gloves, surgical tape, bandage, knee and ankle wraps, transport chairs and items of similar nature.	Overall discount of 18% for medical consumables, gloves, IV and arterial supplies, medical apparel and miscellaneous supplies.
33	Home Depot U.S.A., Inc. Fresno, CA	U.S. Communities Contract: 16154 Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Products and Services	Maricopa County, AZ	\$1,000,000	Allows school sites and departments to purchase maintenance and hardware supplies at a low cost. Additional benefit of annual rebates: 1% rebate on annual net sales 10k – 25k 2% rebate on annual net sales 25k – 100k 5% rebate on annual net sales over 100k	Volume pricing program consist of current retail pricing as quoted from the Home Depot Pro-Desk over \$1500.

PIGGYBACK BACKUP SUPPLEMENT LIST
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34	Intrado Interactive Services Corporation Joplin, MO ParentSquare, Inc. Santa Barbara, CA	The Interlocal Purchasing System (TIPS) Contract: 200105 School Messenger Services	Region 8 ESC-TX	\$400,000	This piggyback contract is for the district's messaging service system. Allows the district to continue using the current provider or replacement provider at fixed pricing.	\$1.35 to \$4.00 per student depending on services chosen by the Communications Department.
35	Johnson Controls Inc. Milwaukee, WI	OMNIA Partners Contract: R200402 HVAC Equipment, Installation, Services and Related Products	Region 4 ESC-TX	\$1,000,000	Allows the Maintenance and Operations Department to purchase from an alternate resource for HVAC units for emergency situations. HVAC equipment is in high demand, so having multiple sources ensures the district can procure HVAC equipment quickly and at a competitive price.	Discount % off list price / rebates available depending on equipment.
36	Lakeshore Learning Materials Carson, CA	OMNIA Partners Contract: R190501 Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies and Educational Supplies	Region 4 ESC-TX	\$1,000,000	Full catalog of quality materials for Pre-K to 7 th grade and the Early Learning Department at discounted prices. This vendor can provide high quality product at the high volumes needed.	Contract gives us 6% from catalog items with no minimum order amount; and free shipping on all orders with no minimum amount.
37	Liberty Paper, Los Angeles, CA	Purchasing Cooperative of America City of O'Donnell Contract OD-309-20 Paper and Paper Products	Purchasing Cooperative of America, OR	\$550,000	This piggyback allows for the purchase of copy paper for FUSD Warehouse stock at competitive prices for district-wide use.	Quote based on current market with price ceilings.
38	Lowe's Home Centers, LLC Fresno, CA	OMNIA Partners Contract: R192006 Maintenance, Repair and Operations (MRO) Supplies and Related Services	Region 4 ESC-TX	\$1,000,000	Contract allows our schools and departments to save money on a variety of maintenance and hardware supplies.	Minimum 7% discount on all items.
39	Meteor Education Fresno, CA	OMNIA Partners Contract: R191810 Furniture, Installation and Related Services	Region 4 ESC-TX	\$2,500,000	This piggyback contract allows the district to leverage the co-op buying power and allow the purchase of a wide variety of product within a classification.	This contract covers the entire catalog. Prices are based on matrix and discounts per manufacturer volume tier.
40	Michaels Stores, Inc. Irving, TX	OMNIA Partners Contract: 20-SEH-020 Art Supplies, Crafts, Framing and Related Services	Harford County Public Schools, MD	\$200,000	This piggyback contract allows for the purchase of art supplies, crafts and classroom materials at a discounted price.	20% off entire purchase at Michaels Stores and Michaels.com (over 100,000 items) including Sale Items (excludes Clearance; Doorbusters; Beverage & Candy; Books & Magazines; Gift Cards; Lego; Brother; Cricut; Silhouette; and Christmas Trees).
41	Mobile Modular Management Corporation Livermore, CA	Pajaro Valley Unified School District, CA Contract: B-17-28-11-000-9291 Modular Classroom Buildings and Modular Toilet Room Buildings	Pajaro Valley Unified School District, CA	\$3,000,000	Allows the Facilities and Planning Department to lease or buy modular classrooms as needed. Facilities and Planning will leverage multiple portable building vendors to address stock availability and best value pricing.	Bid Matrix pricing by size of building including additional add-on's needed based on the project.

PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

42	Mohawk Lifts, LLC Amsterdam, NY	SourceWell Contract: 013020-MRL Vehicle Lifts, with Garage and Fleet Maintenance Equipment	Sourcewell	\$300,000	The use of this piggyback will keep consistency of quality by using one type of manufacturer for all vehicle and bus lifts for the district. (Replacement and/or Repair)	Discount varies by brand selected.
43	Nokia of America Corporation Dallas, TX	Houston-Galveston Area Council Cooperative Purchasing Program Contract: RA05-21 Radio Communications/Emergency Response Equipment	Houston-Galveston Area Council Cooperative Purchasing Program	\$1,000,000	Allows for purchase of additional equipment for continued build-out of the District LTE Network. NetSync is the reseller partner for this contract.	Percent discount off list price or specific pricing on major equipment.
44	Office Depot, Inc. Boca Raton, FL	OMNIA Partners Contract: R190303 Office Supplies, Related Products and Services	Region 4 ESC-TX	\$3,500,000	For the purchase of office supplies. This contract covers a wide variety of high use office items to support site needs at contract pricing and provide quick delivery. Additional benefit of annual rebates: 5% annual rebate	Discount of core list office supplies.
45	Office Depot, Inc. Boca Raton, FL	OMNIA Partners Contract: R190502 Educational School Supplies	Region 4 ESC-TX	\$2,500,000	For the purchase of school related supplies. This contract covers a wide variety of high use office items to support site needs at contract pricing and provide quick delivery. Additional benefit of annual rebates: 5% annual rebate	Various discount percentages off core list of office supplies.
46	Office Depot, Inc. Boca Raton, FL	OMNIA Partners Contract: R191812 Furniture, Installation and Related Services	Region 4 ESC-TX	\$500,000	For the purchase of furniture. This contract covers a wide variety of high use office items to support sites needs at contract pricing and provide quick delivery.	This contract covers the entire catalog. Price list for core items, discount of MSRP, tier pricing for large quantities and 20% discount off internet pricing.
47	P&R Paper Supply Co., Inc. Redlands, CA	Desert Purchasing Group (DPG) Co-Op RFP No. NS-20-01 Paper Non-Food Products	Palm Springs Unified School District, CA	\$150,000	Allows Nutrition Services to purchase items used in providing student meals such as disposable gloves and bouffant caps.	Price list available; Items support student meal services.
48	P&R Paper Supply Co., Inc. Redlands, CA	Sacramento City Unified School District RFP No. 21-0301 Nutrition Services Compostable Lunch Tray	Sacramento City Unified School District, CA	\$100,000	Allows Nutrition Services to purchase a 5-compartment compostable lunch tray which will be used in providing student meals.	Price list available; item will support student meal services.
49	PacWest Direct, dba Pre Sort Center of Stockton, Inc. Dinuba, CA	County of Fresno Contract: 17-043 Insert, Pre Sort and Mailing Services	County of Fresno, CA	\$750,000	This piggyback contract allows the district to receive discounted pricing for mailing materials.	Price list available.

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50	PlayPower Inc. Huntsville, NC. Subsidiaries: -USA Shade & Fabric Structures -Miracle	Sourcewell Contract: 010521-LTS-8 Playground and Water Play Equipment with Related Accessories and Services	Sourcewell	\$1,000,000	For the purchase of fabric shade structures, surfacing material, playground structures and replacement parts. The use of this piggyback will assist in shortening the lead time to replace damaged shade structures and playground equipment and keep consistency of quality for Maintenance staff. Additional benefit of annual rebates: 1% rebate on annual net sales \$500k-\$999k 2% rebate on annual net sales \$1M-\$1.49M 3% rebate on annual net sales \$1.5<	DSA approved play structures and shade structures are offered at discount rate.
51	Prudential Overall Supply Fresno, CA	OMNIA Partners National Intergovernmental Purchasing Alliance (NIPA) Contract: RFP #171695 Rental of Uniforms, Floor Mats, Mops, and Towels and Related Services	City of Tucson, AZ	\$500,000	For the rental and laundering of district-wide, standardized uniforms for Environmental, Maintenance and Custodial staff; Nutrition Services utilizes aprons, towels, rags & mats; Custodial staff uses dust mops. Allows district to leverage multiple uniform and cleaning supply vendors for best value pricing. Will pilot program with Maintenance team early 22/23.	15% - 35% discount from Price List.
52	R.V. Jensen Fresno, CA	County of Fresno Contract: P-19-434-C Bulk Fuel-Gasoline and Diesel	County of Fresno, CA	\$700,000	Allows the district to combine purchase power with our local municipalities to purchase fuel from a local vendor for FUSD white fleet and buses.	Pricing matrix based on differential from rack rate.
53	Raptor Technologies Houston, TX	1Government Procurment Allience (1GPA) Contract: 19-19P-02 Visitor, Volunteer and Emergency Managment Systems	1Government Procurment Alliance (1GPA), AZ	\$200,000	This piggyback contract allows for the purchase of a visitor system and software which is used for added site safety and security.	Price list
54	Ricoh, USA. Fresno, CA	OMNIA Partners Contract: 2021002788 Multifunction Devices and Managed Print Services	University of California, CA	\$2,800,000	Highly competitive pricing on copiers in addition to deeper savings negotiated through previous RFPs with same vendor, RICOH.	District-wide copiers in various sizes. Contract covers all supplies and services. Contract pricing saves an avg. of 67% off of list price. In addition, negotiated pricing allows us to save an additional 53% on our most requested machine.
55	Riddell North Ridgeville, OH	The Cooperative Purchasing Network (TCPN) Contract: R201102 Physical Education Supplies Team Uniforms	Region 4 ESC-TX	\$175,000	For the purchase of football helmets and pads for the Athletics Department. Will support student safety with 5-star rated equipment.	40% off catalog price by section.
56	School Health Corporation Hanover Park, IL	CalSave Association of Educational Purchasing Agencies (AEPA) Contract: RFP #AEPA 022-B Health and Wellness	Monterey County Office of Education, CA	\$1,500,000	Allows the district more leverage in purchasing a wide variety of health, safety, medical, first-aid, infection prevention, mobility and accessibility supplies and accessories; along with sports, gym, fitness, exercise, vision and hearing screening equipment.	13% off catalog pricing. 13% -62% off sub-categories of "hot list" items.

PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

57	School Specialty Greenville, WI	Cal Save Association of Educational Purchasing Agencies (AEPA) Contract: IFB022-A Furniture	Monterey County Office of Education, CA	\$500,000	Allows the district to purchase of a wide variety of office and classroom furniture through cooperative purchase power economies of scale.	This contract includes our district-standard student desks and chairs. We also purchase other items in their catalog from this contract. There is a price schedule with % off various manufacturers brands.
58	School Specialty, Inc. Greenville, WI	OMNIA Partners Contract: R190503 Educational School Supplies	Region 4 ESC-TX	\$2,000,000	Allows the purchase of a wide variety of products within many classifications including art, athletics and special education supplies through cooperative purchase power economies of scale. Additional benefit of annual rebates: 4% rebate	Discounts are list price less 12% - 35% depending on category.
59	School Specialty, Inc. Greenville, WI	OMNIA Partners Contract: R201105 Athletic, Physical Education Supplies and Team Uniforms	Region 4 ESC-TX	\$150,000	Allows the Athletics Department to purchase from a wide variety of physical education and team uniforms through cooperative purchase power economies of scale. Additional benefit of annual rebates: 4% rebate	Discounts are list price less 35%.
60	Sid Tool Co., dba MSC Industrial Supply Co., Inc.	National Association of State Procurement Officials ValuePoint Contract: MA8499 Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies	State of Oregon	\$2,000,000	For the purchase of various supplies needed for repairs made by the Maintenance Department.	Catalog discount pricing for necessary air purifiers district-wide due to COVID19. Will use for HVAC, filters and other MRO supplies as needed.
61	Sierra School Equipment Co. Bakersfield, CA	Arvin Unified School District, CA Contract: 2018-19-001 School Furnishings, Office Furnishings and Accessories	Arvin Unified School District, CA	\$1,000,000	For the purchase of athletic lockers and gym bleachers. These products are chosen for their quality and standardization allows for consistency needed to maintain and repair.	Interkal brand gym bleachers Discount of 44% off price list List Industries brand welded gym lockers Discount of 25% off price list
62	Southwest School and Office Supply Jarupa Valley, CA	Val Verde Unified School District, CA Contract: 21/22-001 Just in Time Office and Classroom Supply	Val Verde Unified School District, CA	\$200,000	Allows the district to purchase a wide variety of products within many classifications including art and general education supplies.	Pricing was determined by discounts on core items and % off list for manufactures.
63	Sysco Central California Modesto, CA	Central Valley Buying Group Contract: N/ A Paper Goods & Packaging Supplies; Canned and Dry Food Items	Washington Unified School District, CA	\$2,500,000	Allows Nutrition Services to purchase paper products and food items at competitive pricing for a variety of menu options.	Price list available.
64	Tandus Centiva US, LLC (Tarkett) Dalton, GA	National Intergovernmental Purchasing Alliance (NIPA) Contract: R171703 Commercial Floor Coverings	Region 4 ESC-TX	\$300,000	For the purchase of district standard carpet utilized at all sites and departments. This product was chosen for its quality and standardization; allows for consistency needed to match existing flooring for repairs.	District standard carpet (Tandus) Price \$23.87 sq. yard Aftermath II Powerbond Vinyl Cushion RS (carpet)

PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

65	ThyssenKrupp Elevator Fresno, CA	The Cooperative Purchasing Network (TCPN) Contract: R200502 Elevator Equipment, Service, Repair and Related Services	Region 4 ESC-TX	\$450,000	This contract provides quality products that extend the life cycle of our district elevators and enhance efficiency. Only utilized for routine maintenance service. All elevator upgrades are formally bid.	Contract allows for customized pricing based on scope of services and equipment.
66	Trane U.S., Inc. Hunt Valley, MD	Harford County Public Schools, MD Contract: 15-JLP-023 HVAC Products, Installation Services and Related Products and Services	Harford County Public Schools, MD	\$400,000	For the purchase of Trane brand chillers. The use of this piggyback will assist in shortening the lead-time to replace vandalized equipment and keep consistency of quality for the district.	TRANE brand chillers. 38% off parts list for over the counter/in stock parts.
67	Troxell Communications Fresno, CA	National Cooperative Purchasing Alliance (NCPA) Contract: 01-48 Technology Solutions	Region 14 ESC-TX	\$200,000	Allows the district to purchase of a wide variety of A/V products through cooperative purchase power economies of scale.	Prices are a percent discount off brand.
68	Uniglobe Travel Designers Columbus, OH	National Intergovernmental Purchasing Alliance (NIPA) Contract: R220102 Travel Management Services	Region 4 ESC-TX	\$2,000,000	This piggyback will leverage travel discounts through cooperative purchase power economies of scale. Provides an online travel booking tool.	Discount per line item varies on price list.
69	United Rentals Stamford, CT	Sourcewell Contract: 062320-URI Equipment Rentals with Related Services	Sourcewell	\$200,000	Allows for equipment rentals to support maintenance of sites for the Facilities and Maintenance Departments.	Class category price listing by region.
70	Virco Los Angeles, CA	US Communities Contract: R-TC-18004 Cafeteria Tables and Classroom Furniture	Prince William County Public Schools, VA	\$500,000	Allows the district to purchase of a wide variety of school furniture through cooperative purchase power economies of scale.	Used for cafeteria tables. (Virco) Discount based on volume purchase minimum 64% - 71.5% max.
71	W.W. Grainger, Inc. Fresno, CA	OMNIA Partners Contract: 192163 Maintenance, Repair, and Operation (MRO) Supplies, Parts, Equipment, Materials and Related Services	City of Tucson, AZ	\$300,000	Allows maintenance to purchase various supplies as needed to maintain the district through cooperative purchase power economies of scale. Additional benefit of annual rebates: 5% paid on all growth dollars 2% on eCommerce spend/exceeds 50% of sales 2% on net annual spend greater than 250k.	Minimum 5% up to 40% off on 29 MRO categories.
72	Wenger Corporation Owatonna, MN	OMNIA Partners Contract: R191204 Performing Arts Apparel, Instruments, Furnishings, Storage and Related Services	Region 4 ESC-TX	\$200,000	Allows Student Engagement to quickly meet musical storage and other site needs.	Price list available.

PIGGYBACK BACKUP SUPPLEMENT LIST
June 01, 2022 BOARD MEETING

73	Wesco Distribution Inc. Pittsburg, PA	OMNIA Partners Contract: R192008 Maintenance, Repair and Operation (MRO) Supplies and Equipment	Region 4 ESC-TX	\$500,000	For purchase of security door hardware, key systems, combination locks, etc. at discounted prices to be used district-wide.	Variety of discounts available and rate identified in core list.
74	Williams Scotsman, Inc. Fresno, CA	The Cooperative Purchasing Network (TCPN) Contract: R210503 Modular Buildings, Portable Storage and Relocatable Walkways	Region 4 ESC-TX	\$1,000,000	Allows the Facilities and Planning Department to rent DSA approved modular classrooms as needed. Facilities and Planning will leverage multiple portable building vendors to address stock availability and best value pricing.	Rental/Lease Pricing Sheet with rates based on various durations. Purchase Price Matrix by building size including costs for additional add-on needed by project.
75	Snap-On Industrial Kenosha, WI	National Association of State Procurement Officials (NASPO) Contract: OK-MA-818-040 Professional Grade Tools and Diagnostic Equipment	Oklahoma City, OK	\$300,000	Allows our new CTE auto and construction classes to purchase tools in bulk and equipment for instruction through cooperative purchase power economies of scale.	Utilizes a variable product price group (PPG) matrix to maximize discounts across all product lines.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 22-40, Hoover High School Library Modernization

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-40, to modernize the Hoover High School Library. The existing 10,600 square foot building will be upgraded to provide a new seating/reading area, computer lab, career center, student store and campus culture work area and office. The project also includes seven new student support offices, adjacent conference room, textbook storage, and new finishes and systems throughout. Exterior improvements include a new entry canopy and concrete benches. The updated Library will have a more contemporary feel including student gathering area.

The request for bids was lawfully advertised on March 09, 2022. Notifications were sent to 112 firms plus five construction trade publications, and the district received four responses. Bids were opened on April 19, 2022. Staff recommends award to the lowest responsive, responsible bidder:

Marko Construction Group, Inc. (Fresno, California) \$5,775,800

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

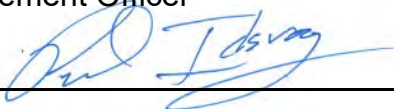
FINANCIAL SUMMARY: Sufficient funds in the amount of \$5,775,800 are available in the Measure M Fund.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-40, HOOVER HIGH SCHOOL LIBRARY MODERNIZATION

Bid Opening Date: April 19, 2022 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
BVI Construction, Inc.	Fresno	\$5,464,000
Marko Construction Group, Inc.	Fresno	\$5,775,800
Davis Moreno Construction, Inc.	Fresno	\$5,888,000
Katch Environmental, Inc.	Fresno	\$5,992,786

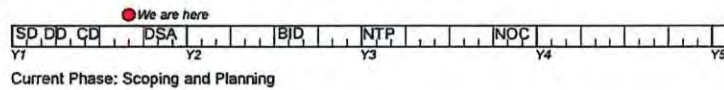
Low bid determined by Base Bid.

Staff recommends award of \$5,775,800 to Marko Construction Group, Inc., the lowest responsive, responsible bidder for the Base Bid.

In accordance with Public Contract Code 5101, Staff recommends BVI Construction, Inc. be relieved of bid for clerical error made in calculating the Base Bid.

Hoover HS Library Remodel

Site Vision Plan

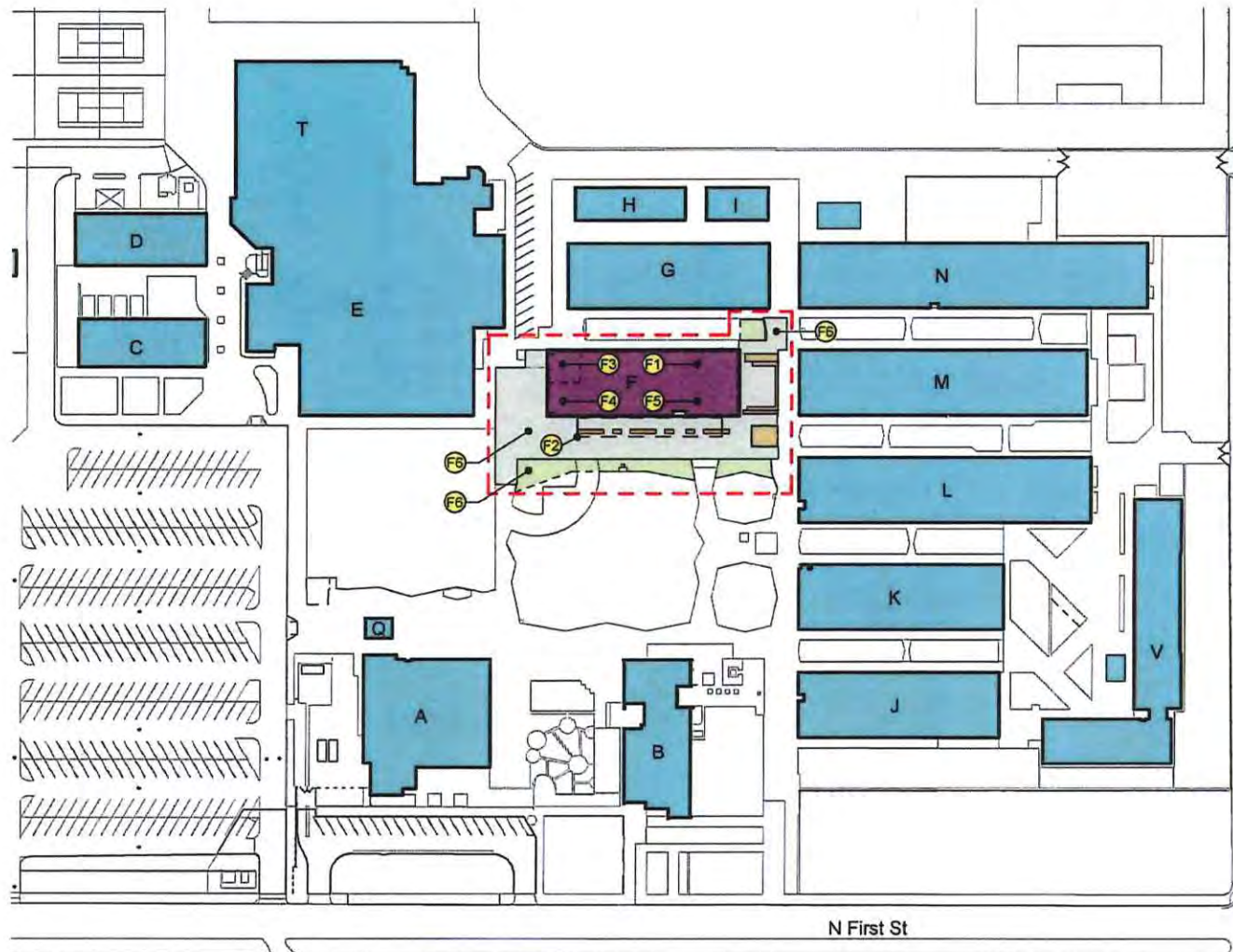


LEGEND

- | | |
|---------------------------|----------------------|
| Building | Concrete Walk |
| Building to be Modernized | Asphalt Paving |
| Building Addition | Turf |
| Limits of Work | Planter/ Dirt / Sand |
| Site Gate | |
| Building Entry | |
| PG&E Electrical Yard | |
| New Work | |

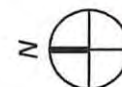
KEYNOTES

- (F1)** Modernization of Building F
Library Modernization; 10,600 SF. \
New utility connections for sewer, water, storm drainage, power & data and telephone.
- (F2)** Exterior Shade Canopy 2,400 SF
- (F3)** Classroom F123 remodel 960 SF
- (F4)** Structural Upgrades; 11,560 SF
- (F5)** Fire Sprinklers: 15,960 SF
- (F6)** Site Improvements
Construct new site walks and landscaping.
Concrete Walks = 14,8k SqFt, Planters = 1,350 SqFt.
New Turf Sod, 3,500 SqFt.



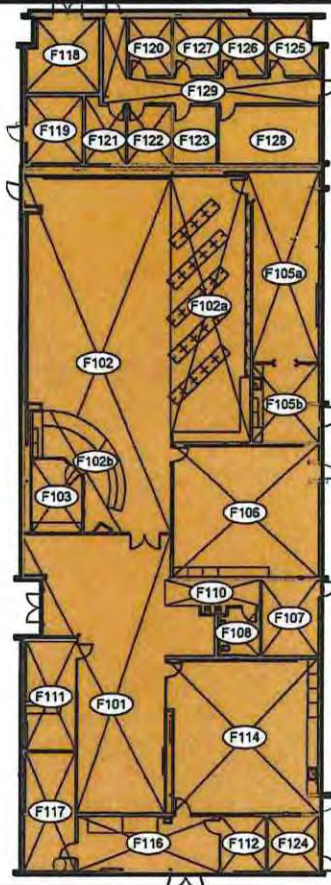
E Barstow Ave

N First St



garden
architects
Scale: As indicated

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Number	Name	Area
F101	CAREER CENTER	1280 SF
F102	LIBRARY	1506 SF
F102a	LIBRARY	1021 SF
F102b	CIRCULATION	251 SF
F103	LIBRARY OFFICE	147 SF
F105a	TEXTBOOK STORAGE	521 SF
F105b	WORK ROOM 1	212 SF
F106	COMPUTER LAB	801 SF
F107	OFFICE	175 SF
F108	TOILET 2	80 SF
F110	HALL	107 SF
F111	STUDENT STORE	236 SF
F112	CAMPUS CULTURE OFFICE	101 SF
F114	FLEXIBLE CLASSROOM 1	923 SF
F116	INK ROOM	323 SF
F117	STORAGE	245 SF
F118	MECHANICAL	209 SF
F119	MDF	155 SF
F120	OFFICE	99 SF
F121	OFFICE	102 SF
F122	OFFICE	103 SF
F123	OFFICE	103 SF
F124	ELECTRICAL	115 SF
F125	OFFICE	108 SF
F126	OFFICE	106 SF
F127	OFFICE	106 SF
F128	CONFERENCE ROOM	239 SF
F129	Hall	276 SF
Interior Building Area Total		9651 SF

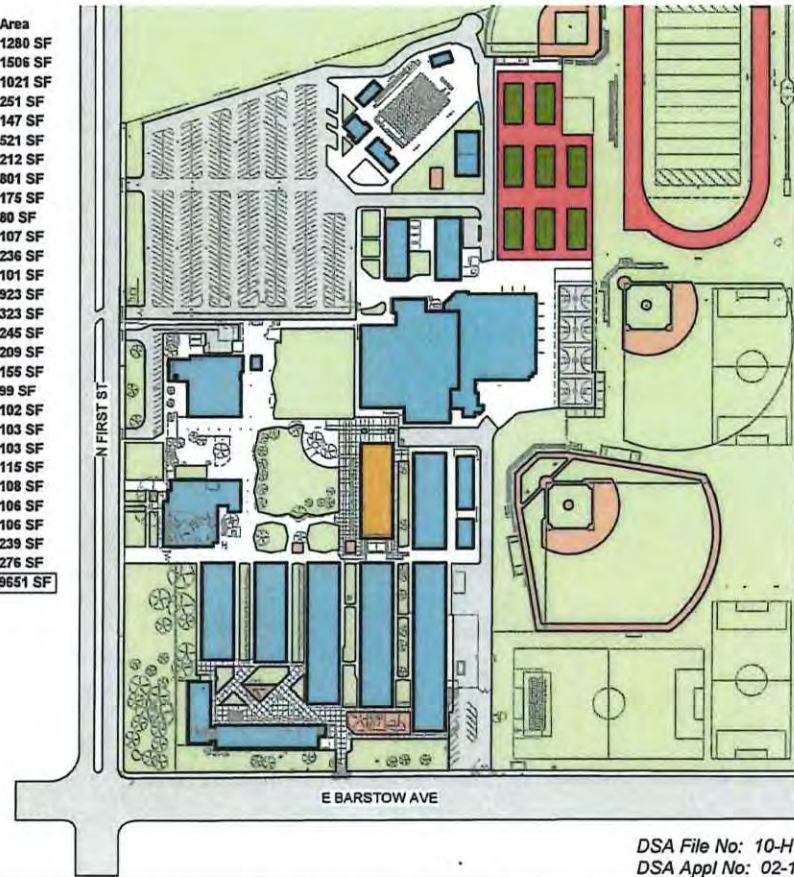


Diagram of Building Areas - Building F
 Hoover HS Library Remodel

Fresno Unified School District
 5550 North First Street, Fresno CA, 93710



ARCHITECTURE • PLANNING • INTERIORS
 Edwin S. Darden Jr. AIA • Mattias E. Deger AIA CCS • Edwin C. Goodwin AIA
 Robert L. Peuthorne AIA • Grant E. Dodson AIA • DeDe Darnell ASID
 Antonio J. Ariza AIA • Michael K. Francis AIA • Michael J. Nelson
 Sean P. Mendoza AIA • Leslie A. Rini IDA • Maria A. Elie
 Gerardo Padilla • Matthew R. Hoss AIA • Andrew A. Currell
 6790 N. West Avenue • Fresno, California 93711 • 559-448-0051 • Fax 559-448-1758

Designed By/Designer	Project Number:	1673.2
Drawn By: Author	Scale:	As indicated
Checked By/Checker	Copyright	2020 Darden Architects
Reviewed By/Approver	SP-01	
Date:	9/1/2021	





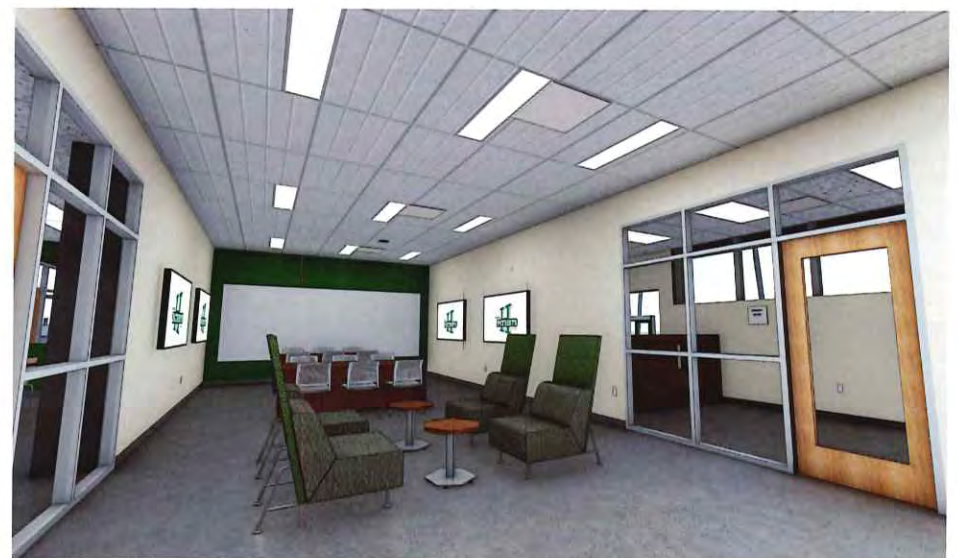
View 1



View 2



View 3



View 4

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Award of Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room HVAC Upgrades

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-45, to install new packaged HVAC units in classrooms 45 and 46 at Kings Canyon Middle School and the athletic trainers room at Sunnyside High School. The project will replace existing cooling and gas fired radiant heating systems with new, more energy efficient packaged HVAC units, capable of providing MERV-13 filtration and increased air exchange rates. The existing systems are over 20 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on April 13, 2022. Notifications were sent to 67 firms plus five construction trade publications, and the district received two responses. Bids were opened on April 29, 2022. Staff recommends award to the lowest responsive, responsible bidder:

Carrier Corporation (Sacramento, California) \$384,900

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$384,900 are available in the Measure M Fund.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-45, KINGS CANYON MIDDLE SCHOOL CLASSROOMS
AND SUNNYSIDE HIGH SCHOOL TRAINING ROOM HVAC UPGRADES

Bid Opening Date: April 29, 2022 prior to 9:01 A.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Carrier Corporation	Sacramento	\$384,900
New England Sheet Metal and Mechanical Co.	Fresno	\$399,400

Low bid determined by the Base Bid.

Staff recommends award of \$384,900 to Carrier Corporation, the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Award of Bid 22-48, Sections A-C, Asphalt Pavement Rehabilitation at Various Sites - Group 1

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-48, for the rehabilitation of asphalt play courts and parking lots at 16 school sites: Bakman, Lane, Lowell, McCardle, Muir, Norseman, Powers-Ginsburg, Robinson, Roeding, Sunset and Wolters Elementary Schools; Hamilton K-8 School; Sequoia and Yosemite Middle Schools; and Fresno and Rata High Schools. These schools were identified based upon assessment of greatest need as outlined in the district-wide asphalt surface rehabilitation plan.

The request for bids was lawfully advertised on April 06, 2022. Notifications were sent to 102 firms plus five construction trade publications, and the district received three responses for Section A and two responses for Section B and C. Bids were opened on May 03, 2022 for Section A and May 04, 2022 for Sections B and C. Staff recommends award to the lowest responsive, responsible bidders:

Section A	Tosted Asphalt, Inc. (Fresno, CA)	\$ 170,900
	Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA)	\$ 138,000
Section B	Tosted Asphalt, Inc. (Fresno, CA)	\$ 296,950
Section C	Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA)	\$ 319,400

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


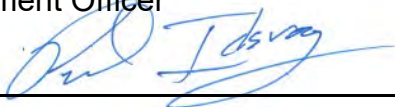
FINANCIAL SUMMARY: Sufficient funds in the amount of \$925,250 are available in the Measure M Fund – Deferred Maintenance.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-48 SECTION A, ASPHALT PAVEMENT REHABILITATION AT VARIOUS SITES - GROUP 1

Bid Opening Date: May 3, 2022 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 BAKMAN E.S.	BASE BID 2 FRESNO H.S.	BASE BID 3 HAMILTON K-8	BASE BID 4 LANE E.S.	BASE BID 5 MCCARDLE E.S.	UNIT COST 1 PLAY COURT ASPHALT (PER SQ FT)	UNIT COST 2 PARKING LOT ASPHALT (PER SQ FT)	BASE BID TOTAL ITEMS AMOUNT	RECOMMENDED AWARD AMOUNT
Tosted Asphalt, Inc.	Fresno	\$39,400	\$35,000	\$46,500	\$50,000	\$140,000	\$12.50	\$14.50	\$310,900	\$170,900
Doug Ross, Inc. dba Central Valley Asphalt	Lindsay	\$64,000	\$53,000	\$65,000	\$86,000	\$138,000	\$40.00	\$45.00	\$406,000	\$138,000
Dave Christian Construction Co., Inc.	Fresno	NO BID	NO BID	\$53,300	\$67,300	\$167,300	\$4.50	\$6.50	\$287,900	

Award will be by Site.

In the event the District elects to increase the limits of asphalt replacement, Unit Costs shall be used to calculate the cost of additional work.

Low bid for **Section A** determined by combined total Base Bid line item plus Unit Cost 1 and Unit Cost 2.

Staff recommends award of \$170,900 to Tosted Asphalt, Inc., the lowest responsive, responsible bidder for Base Bid items 1-4.

Staff recommends award of \$138,000 to Doug Ross, Inc. dba Central Valley Asphalt, the lowest responsive, responsible bidder for Base Bid item 5.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-48 SECTION B, ASPHALT PAVEMENT REHABILITATION AT VARIOUS SITES - GROUP 1

Bid Opening Date: May 4, 2022 prior to 10:01 A.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 MUIR E.S.	BASE BID 2 NORSEMAN E.S.	BASE BID 3 POWERS- GINSBURG E.S.	BASE BID 4 SUNSET E.S.	BASE BID 5 RATA H.S.	UNIT COST 1 PLAY COURT ASPHALT (PER SQ FT)	UNIT COST 2 PARKING LOT ASPHALT (PER SQ FT)	BASE BID TOTAL ITEMS AMOUNT	RECOMMENDED AWARD AMOUNT
Tosted Asphalt, Inc.	Fresno	\$90,000	\$50,950	\$56,000	\$36,000	\$64,000	\$12.50	\$14.50	\$296,950	\$296,950
Doug Ross, Inc. dba Central Valley	Lindsay	\$104,000	\$63,000	\$75,000	\$57,000	\$95,000	\$40.00	\$45.00	\$394,000	

Award will be by Site.

In the event the District elects to increase the limits of asphalt replacement, Unit Costs shall be used to calculate the cost of additional work.

Low bid for **Section B** determined by combined total Base Bid line item plus Unit Cost 1 and Unit Cost 2.

Staff recommends award of \$297,085 to Tosted Asphalt, Inc., the lowest responsive, responsible bidder for Base Bid items 1-5.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-48 SECTION C, ASPHALT PAVEMENT REHABILITATION AT VARIOUS SITES - GROUP 1

Bid Opening Date: May 4, 2022 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 LOWELL E.S.	BASE BID 2 ROBINSON E.S.	BASE BID 3 ROEDING E.S.	BASE BID 4 SEQUOIA M.S.	BASE BID 5 WOLTERS E.S.	BASE BID 6 YOSEMITE M.S.	UNIT COST 1 PLAY COURT ASPHALT (PER SQ FT)	UNIT COST 2 PARKING LOT ASPHALT (PER SQ FT)	BASE BID TOTAL ITEMS AMOUNT	RECOMMENDED AWARD AMOUNT
Doug Ross, Inc. dba Central Valley Asphalt	Lindsay	\$42,000	\$44,400	\$38,500	\$38,000	\$78,500	\$78,000	\$40.00	\$45.00	\$319,400	\$319,400
Tosted Asphalt, Inc.	Fresno	\$48,500	\$51,300	\$42,000	\$49,000	\$84,000	\$81,600	\$12.50	\$14.50	\$356,400	

Award will be by Site.

In the event the District elects to increase the limits of asphalt replacement, Unit Costs shall be used to calculate the cost of additional work.

Low bid for **Section C** determined by combined total Base Bid line item plus Unit Cost 1 and Unit Cost 2.

Staff recommends award of \$319,400 to Doug Ross, Inc. dba Central Valley Asphalt, the lowest responsive, responsible bidder for Base Bid items 1-6.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 22-49, Sections A-D, Asphalt Pavement Rehabilitation at Various Sites - Group 2

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-49, for the rehabilitation of asphalt play courts and parking lots at 11 school sites: Greenberg, Jefferson, Leavenworth, Mayfair and Starr Elementary Schools; Cooper Academy and Tenaya Middle Schools; and Cambridge, McLane, Roosevelt and Sunnyside High Schools. These schools were identified based upon assessment of greatest need as outlined in the district-wide asphalt surface rehabilitation plan.

The request for bids was lawfully advertised on April 06, 2022. Notifications were sent to 99 firms plus five construction trade publications, and the district received three responses for each section. Bids were opened on May 05, 2022 for Sections A and B and May 06, 2022 for Sections C and D. Staff recommends award to the lowest responsive, responsible bidders:

Sections A and C	Dave Christian Construction Co., Inc. (Fresno, CA)	\$ 727,850
Section B	Dave Christian Construction Co., Inc. (Fresno, CA)	\$ 166,500
	Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA)	\$ 106,500
Section D	Dave Christian Construction Co., Inc. (Fresno, CA)	\$ 90,000
	Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA)	\$ 89,200
	Tosted Asphalt, Inc. (Fresno, CA)	\$ 155,000

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,335,050 are available in the Measure M Fund – Deferred Maintenance.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-49 SECTION A, ASPHALT PAVEMENT REHABILITATION AT VARIOUS SITES - GROUP 2

Bid Opening Date: May 5, 2022 prior to 10:01 A.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 CAMBRIDGE H.S.	BASE BID 2 ROOSEVELT H.S.	BASE BID 3 LEAVENWORTH E.S.	BASE BID 4 JEFFERSON E.S.	UNIT COST 1 PLAY COURT ASPHALT (PER SQ FT)	UNIT COST 2 PARKING LOT ASPHALT (PER SQ FT)	BASE BID TOTAL ITEMS AMOUNT	RECOMMENDED AWARD AMOUNT
Dave Christian Construction Co., Inc.	Fresno	\$123,000	\$59,000	\$31,500	\$47,000	\$4.50	\$6.50	\$260,500	\$260,500
Doug Ross, Inc. dba Central Valley Asphalt	Lindsay	\$178,600	\$84,000	\$53,500	\$110,000	\$40.00	\$45.00	\$426,100	
Tosted Asphalt, Inc.	Fresno	\$149,900	\$69,000	\$45,000	\$53,000	\$12.50	\$14.50	\$316,900	

Award will be by Site.

In the event the District elects to increase the limits of asphalt replacement, Unit Costs shall be used to calculate the cost of additional work.

Low bid for **Section A** determined by combined total Base Bid line item plus Unit Cost 1 and Unit Cost 2.

Staff recommends award of \$260,500 to Dave Christian Construction Co., Inc., the lowest responsive, responsible bidder for Base Bid items 1-4.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-49 SECTION B, ASPHALT PAVEMENT REHABILITATION AT VARIOUS SITES - GROUP 2

Bid Opening Date: May 5, 2022 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 MAYFAIR E.S.	BASE BID 2 MCLANE H.S.	UNIT COST 1 PLAY COURT ASPHALT (PER SQ FT)	UNIT COST 2 PARKING LOT ASPHALT (PER SQ FT)	BASE BID TOTAL ITEMS AMOUNT	RECOMMENDED AWARD AMOUNT
Dave Christian Construction Co., Inc.	Fresno	NO BID	\$166,500	\$4.50	\$6.50	\$166,500	\$166,500
Doug Ross, Inc. dba Central Valley Asphalt	Lindsay	\$106,500	\$211,200	\$40.00	\$45.00	\$106,500	\$106,500
Tosted Asphalt, Inc.	Fresno	\$106,800	\$172,900	\$12.50	\$14.50	\$279,727	

Award will be by Site.

In the event the District elects to increase the limits of asphalt replacement, Unit Costs shall be used to calculate the cost of additional work.

Low bid for **Section B** determined by combined total Base Bid line item plus Unit Cost 1 and Unit Cost 2.

Staff recommends award of \$166,500 to Dave Christian Construction Co., Inc., the lowest responsive, responsible bidder for Base Bid item 2.

Staff recommends award of \$106,500 to Doug Ross, Inc. dba Central Valley Asphalt, the lowest responsive, responsible bidder for Base Bid item 1.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-49 SECTION C, ASPHALT PAVEMENT REHABILITATION AT VARIOUS SITES - GROUP 2

Bid Opening Date: May 6, 2022 prior to 10:01 A.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 SUNNYSIDE H.S.	BASE BID 2 GREENBERG E.S.	UNIT COST 1 PLAY COURT ASPHALT (PER SQ FT)	UNIT COST 2 PARKING LOT ASPHALT (PER SQ FT)	BASE BID TOTAL ITEMS AMOUNT	RECOMMENDED AWARD AMOUNT
Dave Christian Construction Co., Inc.	Fresno	\$385,200	\$82,150	\$4.50	\$6.50	\$467,350	\$467,350
Doug Ross, Inc. dba Central Valley Asphalt	Lindsay	\$296,300	\$83,200	\$40.00	\$45.00	\$379,500	
Tosted Asphalt, Inc.	Fresno	\$598,000	\$89,000	\$12.50	\$14.50	\$687,000	

Award will be by Site.

In the event the District elects to increase the limits of asphalt replacement, Unit Costs shall be used to calculate the cost of additional work.

Low bid for **Section C** determined by combined total Base Bid line item plus Unit Cost 1 and Unit Cost 2.

Staff recommends award of \$467,350 to Dave Christian Construction Co., Inc., the lowest responsive, responsible bidder for Base Bid items 1 and 2.

In accordance with Public Contract Code 5101, Staff recommends Doug Ross, Inc. dba Central Valley Asphalt be relieved of Base Bid item 1 for clerical error made in the amount.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-49 SECTION D, ASPHALT PAVEMENT REHABILITATION AT VARIOUS SITES - GROUP 2

Bid Opening Date: May 6, 2022 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 TENAYA M.S.	BASE BID 2 COOPER ACADEMY	BASE BID 3 STARR E.S.	UNIT COST 1 PLAY COURT ASPHALT (PER SQ FT)	UNIT COST 2 PARKING LOT ASPHALT (PER SQ FT)	BASE BID TOTAL ITEMS AMOUNT	RECOMMENDED AWARD AMOUNT
Tosted Asphalt, Inc.	Fresno	\$155,000	\$89,500	\$90,000	\$12.50	\$14.50	\$334,500	\$155,000
Dave Christian Construction Co., Inc.	Fresno	\$13,500	\$116,100	\$90,000	\$4.50	\$6.50	\$219,600	\$90,000
Doug Ross, Inc. dba Central Valley Asphalt	Lindsay	\$176,400	\$89,200	\$98,400	\$40.00	\$45.00	\$364,000	\$89,200

Award will be by Site.

In the event the District elects to increase the limits of asphalt replacement, Unit Costs shall be used to calculate the cost of additional work.

Low bid for **Section D** determined by combined total Base Bid line item plus Unit Cost 1 and Unit Cost 2.

Staff recommends award of \$155,000 to Tosted Asphalt, Inc., the lowest responsive, responsible bidder for Base Bid item 1.

Staff recommends award of \$90,000 to Dave Christian Construction Co., Inc., the lowest responsive, responsible bidder for Base Bid item 3.

Staff recommends award of \$89,200 to Doug Ross, Inc. dba Central Valley Asphalt, the lowest responsive, responsible bidder for Base Bid item 2.

In accordance with Public Contract Code 5101, Staff recommends Dave Christian Construction Co., Inc. be relieved of Base Bid item 1 for clerical error made in the amount.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-19

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Request for Proposals 22-26, Comprehensive Sexual Health Education Services

ITEM DESCRIPTION: It is recommended the Board approve Request for Proposals (RFP) 22-26, to select a qualified vendor to provide comprehensive sexual health educators services. In compliance with the California Healthy Youth Act, Fresno Unified School District provides comprehensive health education lessons utilizing the Positive Prevention Plus curriculum to students in grades seven and nine. The district is seeking to partner with a local organization to provide five of fourteen lessons. This organization would be responsible for lesson implementation at 19 middle schools in the fall semesters and 15 high schools/specialty schools in the spring semesters. The term is a three-year period with the option to renew for two additional one-year periods.

The RFP was lawfully advertised on February 11, 2022, and February 25, 2022, and the district received two responses. An evaluation of the proposals was based on experience servicing school districts, expertise of staff, types of services offered, and pricing. The evaluation panel, comprised of Fresno Unified School District Curriculum, Instruction, and Professional Learning staff, recommend approval of the following vendor:

Fresno Economic Opportunities Commission (Fresno, CA) \$1,518,359

The RFP, responses and scoring matrix are available for review in the Purchasing Department.

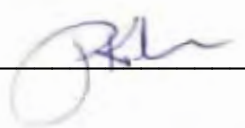
FINANCIAL SUMMARY: Funding is available in the Curriculum, Instruction, and Professional Learning Budget.

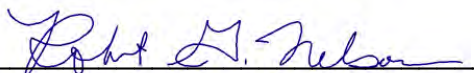
PREPARED BY: Carlos Castillo, Instructional
Superintendent, Instructional Services;
Ann Looz, Executive Director Purchasing

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve the 2022/23 School Plans for Student Achievement

ITEM DESCRIPTION: Approval is requested for the 2022/23 School Plans for Student Achievement (SPSA) and to distribute the following funding sources to each school:

- Local Control Funding Formula (LCFF) Supplemental and Concentration Funds - \$26.5 million
- Elementary and Secondary School Emergency Relief (ESSER) Funds - \$10.0 million
- Federal Title I Funds - \$8.9 million

Copies of each SPSA are available upon request to the Board office. In addition, each school has a copy of the proposed SPSA. The following elements are of note:

- School Site Councils (SSC) are responsible for developing and approving the SPSA
- SPSAs are based on the analysis of data to identify the needs of students, coinciding with the effectiveness of practices and programs at each school
- Plans include strategies to address performance gaps illuminated by the California School Dashboard and internal metrics as required by the State's accountability framework
- Site allocations are utilized for funding school practices and programs for students of need: economically disadvantaged, English learners, and foster youth
- SPSAs are based on the Board's Strategic Plan outlining the District's Mission, Vision, Values and Goals in alignment with the state priority areas found in the Local Control and Accountability Plan (LCAP)

The Office of State and Federal Programs provided training and support to schools, including budget development and review of statutory requirements of each plan. School Leadership provided guidance, and cross-departmental teams provided feedback to schools in the development of the SPSAs. Equity and Access assisted with the needs assessment by supporting metric identification in alignment with the state dashboard and district goals.

The \$45.4 million recommended resources for school level planning was presented to the Board of Education in February during Phase I of the 2022/23 Budget Development process.

FINANCIAL SUMMARY: All funding is available in the district's General Fund.

PREPARED BY: Tammy Townsend
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-21

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Rejection of Bid 22-19, Aynesworth and Calwa Elementary Schools Unit Ventilation, EMS and Central Plant Equipment Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-19, to improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment at Aynesworth and Calwa Elementary Schools. The project will provide new, more energy efficient equipment, capable of providing MERV-13 filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts. This is the second in a series of planned projects utilizing ESSER III funds allocated by the Board to replace HVAC equipment at approximately 16 schools identified as the most in need of upgrades and least complicated projects, allowing for faster implementation.

The request for bids was lawfully advertised on February 10, 2022. Notifications were sent to 53 firms plus five construction trade publications, and the district received two responses. Bids were opened on March 10, 2022. Staff recommends rejection due to cost and regulatory requirements. The project will be redesigned and rebid in the future.

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

FINANCIAL SUMMARY: Rejecting the bids results in no fiscal impact to the district at this time.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-19, AYNESWORTH AND CALWA ELEMENTARY SCHOOL UNIT VENTILATION, EMS, AND CENTRAL
PLANT EQUIPMENT REPLACEMENT

Bid Opening Date: March 10, 2022 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
New England Sheet Metal and Mechanical Co.	Fresno	\$2,282,000.00
Strategic Mechanical, Inc.	Fresno	\$2,624,000.00

Low bid determined by Base Bid.

Staff recommends rejecting all bids due to cost and regulatory requirements. The project will be redesigned and rebid in the future.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-22

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

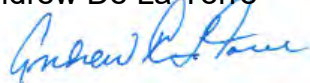
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL21-0728-7081

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Shanti Her-Frazier, case GL21-0728-7081. The Superintendent recommends that the Claim be denied and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling.

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

PREPARED BY: Andrew De La Torre
Executive Director

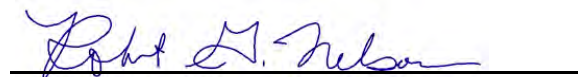


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



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

Shanti Her-Frazier

2.

3. Home Address of Claimant

4266 N. College Ave

City/State

Fresno, CA

4. Home Telephone Number

(559) 349-2409

5. Business Address of Claimant

City/State

6. Business Telephone Number

(559) 349-6965

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

4266 N. College Ave

8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:

Please see attachment

9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:

Please see attachment

10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc.

Please see attachment

11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known:

Clara Chavez

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))

Claim is over \$10,000/limited civil case

13. Insurance payments received, if any, and name(s) of insurance company:

N/A

14. Expenditures made on account of DAMAGE or INJURY (Date - Item):

Please see attached

15. Name and address of Witnesses, Doctors and Hospitals:

N/A

16. Signature of Claimant or person filing:

Shanti Her-Frazier

17. Typed Name (Relationship to Claimant)

18. Date:

4-21-22

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.

March 11, 2022

To Whom it May Concern:

Rec.
Sup Office
4/18/22
DNT

My name is Shanti Her-Frazier, I am Bullard High School graduate class of 2021. I am writing this letter in the hope that you will find a resolution to the issues caused by the lack of response and follow-through by my former high school counselor Clara Chavez which has had a negative emotional and financial impact on my life.

To put into perspective what I have experienced, you must remember that my junior and senior years in high school were very different due to COVID-19. As a student I felt robbed of all the traditions a high school student normally gets to experience. Taking my courses virtually began to cause a toll on my academic performance even more than I had previously experienced. It was difficult to find the motivation, but I tried to push myself because I knew I wanted to go to college. My goal of going to college was my primary motivation for working through the pandemic challenges.

As a result of my hard work and focus, I was accepted into Arizona State University for the Fall semester 2021. Moving away for college was always a personal goal for me; it was an accomplishment and the only positive thing I was looking forward to after being home for the year and a half prior. However, Fresno Unified's failure to submit my final grades to Arizona State took away my freshman year of college, left me with a significant amount of debt and impacted my mental health.

I first found out about Fresno Unified not sending in my transcripts when the time came to select my classes for Spring 2022. It took a few weeks to learn that I wasn't able to enroll for any classes because my official transcripts had not been submitted by my school counselor.

Even though I had been in contact with counselor Clara Chavez from Bullard High School since October 9, 2020 regarding my transcripts. I first contacted Mrs.Chavez to request my transcripts for the colleges when I applied for admission; she replied and said that they have been sent out.

After graduating from Bullard High School on July 26, 2021, I reached out to Mrs. Chavez through email requesting my official transcripts to be sent to Arizona State. I received a reply on July 28,2021 that my transcripts had been sent (see attachments). When I finally discovered that my Official Transcripts were never received by the university, I was surprised and became extremely concerned. I emailed Mrs.Chavez on January 4, 2022, during my winter break, reminding her that I had asked her multiple times to send my official transcripts and what she had supposedly been sending to Arizona State didn't have my graduation date and thus, were considered unofficial transcripts. Mrs. Chavez responded the following day indicating that she was going to send them in. However, by the time they were actually sent in it was too late and I was not allowed to enroll for classes at Arizona State.

Since I was unable to enroll for my spring 2022 classes during my winter break, I was still determined to find a way and I made my way back to school. Yet again that didn't work out. I was there for a week restless everyday. I was so scared that everyone would think that I was dropping out and that I wasn't going to be able to get back on track. By the end of the week all my friends could tell that something was wrong so I had to tell them. This lifted a weight off my shoulders but it was taking a toll on me. I remember feeling so tired and drained from trying to figure everything out. When it was time for me to leave that week I didn't think that I was able to cry as much as I did. I was in disbelief that I was losing everything that I had worked towards because of someone else's mistake. I was only given two days to get out of the dorm; I quickly packed and had to spend \$200 dollars to send all my stuff back home and had to buy a plane ticket for \$185, expenses that I had not planned for.

Now that I am back home everyone thinks that I dropped out of school. I avoid leaving my house because I think it's embarrassing and no ones going to believe me when I tell them

the story. I stopped talking to everyone I know and stayed to myself. Staying home has shown me just how much I miss being in Arizona. This issue has not only affected my life but the people around me. My family went \$20,000 (see attached) in debt for my first semester just for me to get sent home before I could even start the spring semester. All of this has taken an emotional toll on me and I believe I would benefit from therapy.

Furthermore, when I realized that in order to submit a complaint I had to write a personal impact letter, I almost didn't because I didn't want to have to relive what I have experienced over the last 3 months. However, I decided to write this in hopes that this will not happen to any other student. I realize I am fortunate that I have support at home and can't imagine this happening to anyone else that may not have the support or knowledge of how to file a complaint and demand that the district makes me and my family whole for the error made by your staff.

I look forward to finding a resolution to this matter at hand.

Sincerely,

Shanti Her

Terrence Frazier. 559-349-6965
6965
TEEFRAZ@ gmail.com

Tuition Receipts for Fall 2021

Term	Description	Charge	Payments/ Financial Aid	Balance
2021 Fall	Financial Aid Trust Fee Tempe	\$54.00	\$54.00	\$0.00
2021 Fall	Health and Wellness Fee	\$55.00	\$55.00	\$0.00
2021 Fall	Recreation Fee	\$25.00	\$25.00	\$0.00
2021 Fall	Student Athletics Fee	\$75.00	\$75.00	\$0.00
2021 Fall	Student Programs Fee UG	\$35.00	\$35.00	\$0.00
2021 Fall	Student Services Facility Fee	\$75.00	\$75.00	\$0.00
2021 Fall	Tuition UG NonRes Tempe	\$14,400.00	\$14,400.00	\$0.00
2021 Fall	Undergraduate College Fee 4	\$900.00	\$900.00	\$0.00
		Total: \$15,619.00	\$15,619.00	\$0.00

[Print My Tuition Receipts](#)



Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was subjected to a control condition (CG-C) and the EG was subjected to an experimental condition (EG-E). The CG-C and EG-E groups were subjected to a control condition (CG-C) and an experimental condition (EG-E). The CG-C and EG-E groups were subjected to a control condition (CG-C) and an experimental condition (EG-E).

$$f(x) = 10x^2 - 10x + 1$$
[illegible]

11. $\frac{1}{2} \times 10^6 = 500,000$ (Y) $\frac{1}{2} \times 10^6 = 500,000$

1. [Introduction](#)

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

x	$f(x)$	$f'(x)$
$x = 1$	1	$f'(1) = 1$
$x = 2$	4	$f'(2) = 2$
$x = 3$	9	$f'(3) = 3$
$x = 4$	16	$f'(4) = 4$

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Page 20 of 20

$$x_1, \dots, x_n \in \mathbb{R}^n, \quad x_i = (x_{i1}, \dots, x_{in})^T, \quad i = 1, \dots, n.$$

$\mathbf{A} = \begin{pmatrix} 1 & 2 & 3 \\ 4 & 5 & 6 \\ 7 & 8 & 9 \end{pmatrix}$

© 2000 Blackwell Science Ltd
Journal of Internal Medicine 247: 391–398

[illegible]
$$H^1(\mathbb{R}^n, \mathbb{R}) \cong \mathbb{R}^n$$

GERMANY www.germany.info

<http://www.dan.com/welch.htm>
 Copyright © 1998

*** Thanks you ***



Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

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 Agreement with Cerritos Community College and Fresno Unified School District

ITEM DESCRIPTION: Included in the Board binders is a request to ratify the Sub-Agreement between Cerritos Community College and Fresno Unified School District on behalf of Duncan Polytechnical High School in response to the Clean Fuels Transportation Pilot Career Opportunity Training Plan. Funds under this contract will be utilized to acquire equipment and related software/tooling for clean fuels lab instruction, develop or modify existing curriculum, and provide faculty professional development to increase career awareness in the clean fuels' transportation field. Students will be provided and furnished with all labor, materials, equipment, supplies, and other items necessary to complete industry-relevant curriculum specific to clean fuels transportation.

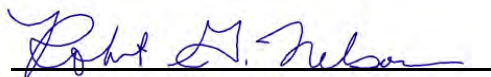
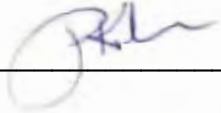
FINANCIAL SUMMARY: Duncan Polytechnical High School will be awarded to \$55,000 as part of the Clean Fuels Transportation Pilot Career Opportunity Training Plan from Cerritos Community College District.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum
Chief Academic Officer

SUPERINTENDENT APPROVAL:


_____



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Cerritos College

11110 Alondra Blvd., Norwalk, CA 90650

Vendor Name

Address

1-562-860-2451

Mellgoza Ramona

Phone Number

Vendor Contact

From: August 1, 2022

Through: June 30, 2023

Term (Duration)

FUSD Contract Administrator:

Duncan Polytechnical High School

Vincent Hoke

Site/ Dept

Telephone number

Name

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

Annual Cost \$ 55,000

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:

Date Item is to appear on Board of Education Agenda:

6-1-2022

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Wendy McCully 3/16/22
Signed Date

Reviewed & approved by Executive Director, Risk Management:

Andrew Adame 3/16/22
Signed Date

Please return signed contract to:

Cathleen Walker

Office of Engagement & External Partnership

Name

Department



Cerritos College

**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
FRESNO UNIFIED SCHOOL DISTRICT on behalf of
DUNCAN POLYTECHNIC HIGH SCHOOL
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. C22000000248

This Sub-Contractor Agreement ("Agreement") is made and entered on **January 1, 2022**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Fresno Unified School District on behalf of Duncan Polytechnic High School**, (herein after referred to as "DSHS" or "Sub-Contractor"), a high school with its principal place of business at 4330 E. Garland, Fresno, CA 93726, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2022/23 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **January 1, 2022**, and end on **May 15, 2023**. This Agreement may be terminated by the either Party, in accordance with the



Cerritos College

Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:

- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must provide expenditure report from the general ledger along with the invoice.

4.0 INDEMNIFICATION. Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. Therights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.0 INSURANCE. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

6.0 INDEPENDENT CONTRACTOR. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees



Cerritos College

to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

7.0 EMPLOYMENT WITH PUBLIC AGENCY. No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.

8.0 CONFLICT OF INTEREST. Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

9.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.

10.0 RECORDS ABOUT INDIVIDUALS. California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.

10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.

10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

12.0 ANTIDISCRIMINATION IN EMPLOYMENT. Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

13.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign



Cerritos College

or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

FRESNO UNIFIED SCHOOL DISTRICT -- DUNCAN POLYTECHNIC HIGH SCHOOL:

Representative: Vincet Hoke, Vice Principal
(Name & Title)

Tel: 559-248-7080

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

For Notices: Fresno Unified School District
Duncan Polytechnic High School
4330 E. Garland
Fresno, CA 93726

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.



Cerritos College

21.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]



Cerritos College

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**FRESNO UNIFIED SCHOOL DISTRICT for
DUNCAN POLYTECHNIC HIGH SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By:

Robert G. Nelson
Signature

By:

Signature

Robert G. Nelson Ed.D.
Typed or Printed Name, & Title

Typed or Printed Name, & Title

Bob.Nelson@fresnounified.org
E-mail

94-6002206

Tax Identification Number (EIN)

Date:

4/21/2022

Date:

APPROVED AS TO FORM

Andrew De La Torre 3/17/22
Andrew De La Torre, Executive Director
Benefits & Risk Management



Cerritos College

Exhibit "A"

Timeline

Applications due no later than 5:00 p.m.	October 15, 2021
Contracts to High Schools for Signatures & Approvals	November 15, 2021
Signed Contracts Due to Cerritos College	December 13, 2021
Faculty training by Switch Vehicles (in person or online)	Spring 2022
All equipment/supplies/materials purchased	June 30, 2022
Equipment/materials/curriculum implemented into courses	August/September 2022
Project Completion Date	May 15, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-24

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Amendment with Designing Learning Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Designing Learning Incorporated Center where Patiño educators will be introduced to the basic methods and processes of design thinking over the course of a two-day professional development experience. Participants will be facilitated through completing two immersive challenges to develop proficiency in the phases of design thinking: Empathize, Define, Ideate, Prototype, and Test. On the final day, Designing Learning Inc. will offer structures and strategies for implementing design thinking efforts in schools and facilitate the beginning of developing an implementation-ready action plan. This original contract began on August 01, 2021, and will end on June 30, 2022, which was for the first semester. It was amended on April 01, 2022, to continue services for the second semester.

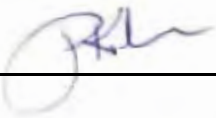
FINANCIAL SUMMARY: Sufficient funds in the amount of \$29,998.00 are available in the California Career Technical Education Incentive Grant Program and the LCFF Supplemental Concentration Funds.

PREPARED BY: Ed Gomes,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION

Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Claudia Cazares
Valerie F. Davis
Andy Levine
Major Terry Slatie USMC (Retired)
Keshia Thomas

SUPERINTENDENT

Robert G. Nelson, Ed.D.

May 10, 2022

Amendment to an Existing Contract

5/10/22
This contract amendment is in reference to a contract agreement dated August 01, 2021, between Designing Learning Incorporated and Fresno Unified School District for the services of providing training to the Patino staff. We are asking to amend this contract due to staff asking to be trained once again for the second semester, training was to begin April 01, 2022. The parties hereby mutually agree to modify the total amount of the contract to include an additional \$14,999.00 increasing the total amount to \$29,998.00 for continued services being provided.

No other terms or conditions of the above-mentioned contract shall be negated or changes as a result of the stated addendum.

By Designing Learning Incorporated

Signature: *Devon Young*

Devon Young
Print Name

5-5-22
Date

By Fresno Unified School District

Signature:

Santino Danisi, Chief Financial Officer
Print Name

Date

APPROVED AS TO FORM

Andrew De La Torre 5/18/22
Andrew De La Torre, Executive Director
Benefits & Risk Management



BOARD OF EDUCATION

Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Valerie F. Davis
Claudia Cazares
Major Terry Slatik USMC (Retired)
Keshia Thomas
Trustee Area 5 (Vacant)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

May 5, 2022

Amendment to an Existing Contract

This contract amendments is in reference to a contract agreement dated August 1, 2021, between Designing Learning Incorporated and Fresno Unified School District for the services of providing training to the Patino staff. The parties hereby mutually agree to modify the total amount of the contract to include an additional \$14,999.00 increasing the total amount to \$29,998.00 for continued services being provided.

No other terms or conditions of the above-mentioned contract shall be negated or changes as a result of this stated addendum.

By Designing Learning Incorporated

Signature: *Devon Young*

Devon Young

Print Name

5-5-22

Date

By Fresno Unified School District

Signature:

Santino Danisi, Chief Financial Officer

Print Name

Date

APPROVED AS TO FORM

Andrew De La Torre 5/18/22

Andrew De La Torre, Executive Director
Benefits & Risk Management



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Designing Learning Inc

Vendor Name

415-794-2419

Phone Number

From: August 1, 2021

Term (Duration)

FUSD Contract Administrator:

Blair Sagardia

Name

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

Update to: 1725 Quintara Street, San Francisco, CA 94116

295 12th Avenue Apt 201; San Francisco, CA 94118

Address

Devon Young

Vendor Contact

Through: June 30, 2022

Patino School of Entrepreneurship

248-7360

Site/ Dept

Telephone number

030-7090-0127 1101000 5899 6144
060-6387-0710-3800-1000-5899 \$14,999.00 each budget

Annual Cost: \$14,999.00

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

Patino educators will be introduced to the basic methods and processes of design thinking over the course of a two-day professional development experience. Participants will be facilitated through completing two immersive challenges in order to develop proficiency in the phases of design thinking: Empathize, Define, Ideate, Prototype, Test. On the final day, Devon will offer structures and strategies for implementing design thinking efforts in schools and facilitate the beginning of developing an implementation-ready action plan.

Date Item is to appear on Board of Education Agenda:

Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Dina Lopez

Name

College and Career Readiness

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION Patino School of Entrepreneurship

School/Department Budget: 060-6387-0710-3800-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Designing Learning Inc

Contractor's Contact Person: Devon Young

Contractor's Title: Founder/CEO

Contractor's Telephone Number: 415-794-2419

Contractor's E-mail: dmyoung88@gmail.com Update to: devon@designinglearninginc.com

Contractor's Address: 295 12th Avenue Apt 201; San Francisco, CA 94118

Update to:
1725 Quintara Street
San Francisco, CA 94116

Contractor's Taxpayer ID# or SSN#: 85-4031815

This Independent Contractor Services Agreement is made and entered into effective 08/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Patino educators will be introduced to the basic methods and processes of design thinking over the course of a two-day professional development experience. Participants will be facilitated through completing two immersive challenges in order to develop proficiency in the phases of design thinking: Empathize, Define, Ideate, Prototype, Test. On the final day, Devon will offer structures and strategies for implementing design thinking efforts in schools and facilitate the beginning of developing an implementation-ready action plan.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 08/01/21 , and shall terminate on 06/30/22 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per invoice Not to exceed \$14,999.00. Checks will be made payable to Designing Learning 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 *DJ 5/10/22*

- 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): \$ 14,999.00
- 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.pncpas.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 *DJ 5/10/22*

District's initials *[Signature]*

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 Committee 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 Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, 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 Committee and 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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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 Indemnitees, 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 Indemnitees, 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 Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, 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 one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) 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 one million (\$1,000,000) 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 \$1,000,000 per claim and \$3,000,000 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 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 DG

District's initials [Signature]

DG 5/10/22

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: Designing Learning Inc

Name: Devon Young

Address: 295 12th Avenue, Apt 201
San Francisco, CA 94118

5/10/22 update address to:
1725 Quintara Street
San Francisco, CA 94116

DY 5/10/22
5/19/22

c: 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



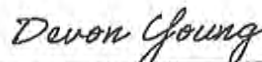
Santino Danisi, Chief Financial Officer

Aug 27, 2021

Date

CONTRACTOR

Designing Learning Inc



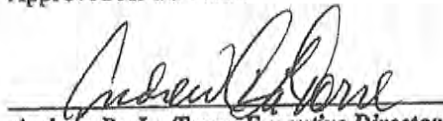
DY 5/10/22

Name: Devon Young, Title: Founder/CEO

August 10, 2021

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

8/28/2021

Date



5/18/22

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-25

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion

ITEM DESCRIPTION: Included in the Board binders is a Notice of Completion for the following project, which has been completed according to plans and specifications:

Bid 20-19, Fresno High School Career Technical Education Building Construction

For Information Only

Original contract amount:	\$	7,814,000
Change Order(s) previously ratified:	\$	609,979
Contract amount:	\$	8,423,979

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:





NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND**WHEN RECORDED MAIL TO:**

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

2022-0053982

FRESNO County Recorder
Paul Dictos, CPA

Tuesday, Apr 26, 2022 10:08:45 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **April 11, 2022**.
The work done was **Career Technical Education Building Construction** **Bid No. 20-19.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.


6. The Name of the contractor, if any, for such work of improvement was:
Davis Moreno Construction, Inc. 4720 N. Blyth Ave., Fresno, CA 93722 **April 2, 2020**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Fresno High School **1839 N. Echo Ave., Fresno, CA 93704** **DSA No.: 02-117712**

Date: **April 13, 2022**

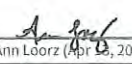

Ann Looz (Apr 13, 2022 11:45 PDT)

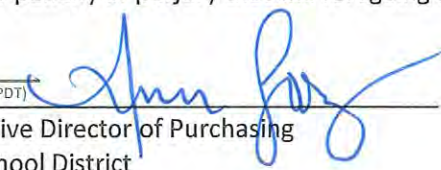

Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the **Executive Director of Purchasing** the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **April 13, 2022** at **Fresno**,


Ann Looz (Apr 13, 2022 11:45 PDT)


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-26

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 March 01, 2022 through March 31, 2022 – Primary Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from March 01, 2022 through March 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.

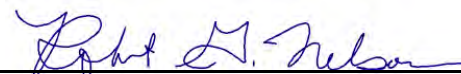
FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:

A blue ink signature of Paul Idsvoog, written over a horizontal line.A blue ink signature of Robert L. Nelson, written over a horizontal line.

THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
MARCH 01, 2022 TO MARCH 31, 2022
RATIFICATION DATE JUNE 01, 2022**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
ACE FENCE COMPANY BOE 01/08/14 A-10 (CUPCCAA)	0025	751498	030	7090	\$23,352.00
ACHIEVE3000, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0490	752030	030	7090	\$24,827.00
ADI - HONEYWELL INTERNATIONAL BELOW BID LIMIT (PCC 20111)	1450	751679	350	0917	\$12,464.30
ADVENTURE EDUCATION SOLUTIONS, INC. RFQ 22-09	0790	752447	060	7425	\$137,167.00
AIMS EDUCATION FOUNDATION RFQ 22-09	0790	752450	060	7425	\$460,268.00
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0500	743946	030	0172	\$14,000.00
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PCC 20111)	0475	752120	030	7099	\$10,000.00
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PCC 20111)	0710	746384	030	0152	\$11,000.00
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PCC 20111)	0725	740925	030	0173	\$14,999.99
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PC 20111)	0852	751461	030	0679	\$10,000.00
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PCC 20111)	0885	753029	030	0143	\$10,000.00
AMERICAN MUSIC BELOW BID LIMIT (PCC 20111)	0423	752412	060	3182	\$11,979.49
AMERICAN MUSIC BELOW BID LIMIT (PCC 20111)	0727	751625	030	0167	\$12,363.91
AMERICAN PAVING CO. 21-42C	1421	703897C	350	0913	\$22,431.16
A-PLUS SIGNS, INC. BOE 01/08/14 A-10 (CUPCCAA)	0185	752525	030	0188	\$18,385.50
APPLE COMPUTER, INC. BOE 06/02/21 A-13 (PIGGYBACK)	0785	753383	060	9017	\$28,229.33
ARDENT GENERAL, INC. BID 21-42A	1055	703897A	350	0913	\$167,413.23
ASSIST ACADEMY RFQ 22-09	0790	752804	060	7425	\$358,200.00
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO BOE 06/16/21 A-14	1870	743258	030	0690	\$130,000.00
AUDEAMUS BELOW BID LIMIT (PCC 20111)	0155	752560	030	7099	\$10,145.87

B & H PHOTO-VIDEO, INC.	0710	752423	030	0152	\$14,503.19
BOE 06/02/21 A-13 (PIGGYBACK)					
BAKMAN WATER COMPANY	1920	741239	030	0734	\$20,000.00
PUBLIC UTILITIES (PCC 10103)					
BARNES & NOBLE, INC.	0701	740753	060	5827	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BERCHTOLD EQUIPMENT COMPANY	0919	753026	060	8150	\$10,561.38
BELOW BID LIMIT (PCC 20111)					
BETTER FLOORING, INC.	1045	751774	350	0917	\$17,919.97
BOE 01/08/14 A-10 (CUPCCAA)					
BIG 5 SPORTING GOODS CORP.	0725	741081	030	0175	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
BLAIR, CHURCH & FLYNN	1185	752397	350	0917	\$25,000.00
RFQ 20-14 SECTION 1					
BMV CONSTRUCTION GROUP, INC.	1145	696634	350	0913	\$72,391.21
BID 21-11					
BOSCO FUNDRAISING, LLC	0120	748480	080	8210	\$14,020.00
BELOW BID LIMIT (PCC 20111)					
BRENDEL, MONTEL JAMES	0790	752806	060	7425	\$18,848.00
RFQ 22-09					
BRIVANT, INC.	0710	751177	060	6388	\$14,620.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BROOKWOOD FARMS, INC.	1910	751184	130	5310	\$15,675.00
BID 21-06					
BUCK INSTITUTE FOR EDUCATION, DBA PBL WORKS	0700	751719	060	7425	\$14,300.00
BELOW BID LIMIT (PCC 20111)					
CA TEACHING FELLOWS FOUNDATION	0395	751341	030	7090	\$27,323.40
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0790	753374	060	7425	\$301,982.00
BOE 12/08/21 A-10					
CADA CENTRAL	0725	752097	030	0171	\$39,344.62
BOE 04/03/19 A-6					
CALIFORNIA DEPARTMENT OF ED.	1578	751676	350	0912	\$24,150.00
PUBLIC AUTHORITY (PCC 10103)					
CALIFORNIA SCHOOL MANAGEMENT GROUP	0886	752790	030	0140	\$50,000.00
BOE 08/11/21 A-8					
CALVIN CREST CAMP	0725	748988A	030	0173	\$15,290.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CALVIN CREST CAMP	0725	752187	030	0173	\$13,390.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CAROLINA BIOLOGICAL SUPPLY CO.	0790	752388	060	7425	\$31,311.81
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CDW GOVERNMENT, INC.	0090	752004	030	7090	\$24,952.41
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0090	752007	030	7091	\$21,388.29
BOE 06/02/21 A-13 (PIGGYBACK)					

CDW GOVERNMENT, INC.	0090	752054	060	3010	\$25,276.96
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0155	751478	030	7090	\$36,074.54
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0155	751636	030	7090	\$27,125.80
CDW GOVERNMENT, INC.	0155	751636	030	7091	\$37,501.41
CDW GOVERNMENT, INC.	0155	751636	030	7099	\$3,187.28
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0175	751742	030	7090	\$17,361.49
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0220	751686	030	7090	\$9,328.61
CDW GOVERNMENT, INC.	0220	751686	030	7091	\$8,272.55
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0265	751489	030	7099	\$16,527.25
CDW GOVERNMENT, INC.	0265	751489	060	3010	\$16,527.24
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0265	751950	030	7090	\$22,199.38
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0365	751267	030	7090	\$12,718.77
CDW GOVERNMENT, INC.	0365	751267	030	7099	\$3,179.69
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0410	752565	030	7090	\$27,221.34
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0410	752576	030	0172	\$21,388.20
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0480	751905	030	0172	\$15,555.05
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0480	752644	060	3182	\$32,740.20
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0710	751389	060	6388	\$137,821.20
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0710	751644	060	6388	\$132,652.91
BOE 12/08/21 A-15(PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	752319	030	0143	\$42,256.50
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	752485	060	3210	\$494,076.00
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	752486	060	3210	\$1,320,087.12
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	753141	030	0143	\$177,764.63
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	753146	030	0143	\$34,428.58
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	753151	030	0143	\$253,539.00
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	753173	030	0143	\$40,127.07
BOE 12/08/21 A-15 (PIGGYBACK)					

CDW GOVERNMENT, INC.	0888	752340	030	0140	\$18,874.75
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1578	751259	350	0912	\$12,958.66
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1578	753179	350	0912	\$196,441.31
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1578	753307	350	0912	\$19,541.67
BOE 12/08/21 A-15 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	751704	030	0716	\$75,246.39
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	752344	030	0716	\$42,256.50
BOE 06/02/21 A-13 (PIGGYBACK)					
CENGAGE LEARNING	0791	753140	060	2600	\$42,806.31
BELOW BID LIMIT (PCC 20111)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	752162	030	0716	\$36,164.65
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	752894	030	0716	\$25,820.67
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	751462	130	5310	\$17,065.13
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	751972	130	5310	\$38,886.82
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL STAR MARKETING, LLC	0185	752775	030	0188	\$16,209.16
BELOW BID LIMIT (PCC 20111)					
CENTRAL STAR MARKETING, LLC	0185	752785	030	0188	\$12,546.92
BELOW BID LIMIT (PCC 20111)					
CENTRAL STAR MARKETING, LLC	0700	751286	060	7422	\$19,988.95
BELOW BID LIMIT (PCC 20111)					
CENTRAL VALLEY AIRLESS, INC.	0919	753079	060	8150	\$18,387.00
BELOW BID LIMIT (PCC 20111)					
CITY OF FRESNO/FAX	1891	752723	030	0716	\$36,000.00
STUDENT TRANSPORTATION (EC 39802)					
CLEANCOR HOLDING, LLC, DBA CLEANCLOR LNG., LLC	0925	742368A	030	7230	\$25,663.88
BELOW BID LIMIT (PCC 20111)					
COMMITTEE FOR CHILDREN	0791	753138	060	2600	\$12,651.61
BELOW BID LIMIT (PCC 20111)					
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751748	120	9076	\$12,748.56
BOE 06/02/21 A-13 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	0710	751513	030	0152	\$47,151.39
BELOW BID LIMIT (PCC 20111)					
CORE BUSINESS INTERIORS, INC.	0710	751784	030	0152	\$67,243.63
BELOW BID LIMIT (PCC 20111)					
CORE BUSINESS INTERIORS, INC.	0885	751761	030	0140	\$81,158.79
BOE 06/02/21 A-13 (PIGGYBACK)					
CREATIVE FOOD INNOVATIONS, LLC	1910	752159	130	5310	\$46,800.00
BID 20-58					

CROWE, LLP	0890	751851	2MA	0917	\$20,000.00
BOE 01/12/22 A-8					
CROWE, LLP	0890	751862	2XC	0917	\$23,000.00
BOE 01/12/22 A-8					
CROWE, LLP	0890	751863	030	0700	\$55,200.00
BOE 01/12/22 A-8					
CUMULUS MEDIA - FRESNO	0700	752357	060	7422	\$14,995.00
BELOW BID LIMIT (PCC 20111)					
DARDEN ARCHITECTS, INC.	1145	752472	350	0913	\$23,001.00
RFQ 20-13					
DAVIS MORENO CONSTRUCTION, INC.	1561	751875	350	0913	\$47,847,268.00
BID 22-21					
DEMCO, INC.	0415	751391	060	3010	\$11,816.68
BELOW BID LIMIT (PCC 20111)					
DISNEYLAND RESORT - GREAT SERVICES TICKETS	0567	753400	030	7099	\$4,350.50
BELOW BID LIMIT (PCC 20111)					
DISNEYLAND RESORT - GREAT SERVICES TICKETS	0567	753400	080	8210	\$8,079.50
BELOW BID LIMIT (PCC 20111)					
DIVERSIFIED MACHINE SYSTEMS, LLC	0710	751783A	030	0152	\$77,042.05
BELOW BID LIMIT (PCC 20111)					
DJM DRAPERY SERVICE	0919	751514	060	8150	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
DL SIGN SYSTEMS	0725	743188	030	0172	\$13,300.00
BELOW BID LIMIT (PCC 20111)					
ECHO SPS	1910	752422	130	5310	\$733,394.06
EMERGENCY (PCC 1102)					
ECHO SPS	1910	753520	130	5310	\$422,617.82
EMERGENCY (PCC 1102)					
EKC ENTERPRISES, INC.	1060	753341	350	0917	\$22,077.77
BOE 01/08/14 A-10 (CUPCCAA)					
EKC ENTERPRISES, INC.	1105	752827	140	6205	\$13,743.34
BID 21-23					
EKC ENTERPRISES, INC.	1265	752822	350	0917	\$13,743.34
BID 21-23					
EKC ENTERPRISES, INC.	1365	753309	350	0917	\$24,946.02
BOE 01/08/14 A-10 (CUPCCAA)					
EKC ENTERPRISES, INC.	1415	752824	350	0917	\$13,743.34
BID 21-23					
EKC ENTERPRISES, INC.	1455	752825	350	0917	\$13,743.34
BID 21-23					
EKC ENTERPRISES, INC.	1505	752826	350	0917	\$13,743.34
BID 21-23					
ESTRELLITA	0758	751310	030	0117	\$14,823.33
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
EXPLORE LEARNING, LLC	0335	752060	030	0125	\$6,210.00

EXPLORE LEARNING, LLC	0335	752060	030	7090	\$4,098.60
EXPLORE LEARNING, LLC	0335	752060	030	7099	\$2,111.40
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
EXPO PARTY RENTAL & SALES	0601	751326	030	0500	\$20,032.00
BELOW BID LIMIT (PCC 20111)					
FLUORESCO SERVICES, LLC	1500	753529	350	0917	\$58,415.90
BOE 01/08/14 A-10 (CUPCCAA)					
FOLEY, STEVEN JAMES	1145	751508	350	0917	\$91,680.00
RFQ 20-14 SECTION 8					
FOLEY, STEVEN JAMES	1235	753244	350	0917	\$11,225.00
RFQ 20-14 SECTION 8					
FOOD 4 THOUGHT, LLC	1910	752786	130	9074	\$50,000.00
BID 22-04					
FRESNO BEKINS	0705	751138	110	6371	\$15,520.00
BELOW BID LIMIT (PCC 20111)					
FRESNO CHAFFEE ZOO	0755	751242	030	0176	\$31,625.00
MEMBERSHIPS (EC 35172)					
FRESNO NEON SIGN COMPANY, INC.	1130	752742	350	0917	\$131,237.71
BOE 01/08/14 A-10 (CUPCCAA)					
FRESNO NEON SIGN COMPANY, INC.	1423	752743	350	0917	\$133,552.12
BOE 01/08/14 A-10 (CUPCCAA)					
GARY G. SCHUMAN, DBA FUNDRAISING CONSULTANT SERVICES	0430	747217	080	8210	\$13,326.00
BELOW BID LIMIT (PCC 20111)					
GOLD STAR FOODS, INC.	1910	751305	130	5310	\$25,072.32
BID 20-58					
GOLD STAR FOODS, INC.	1910	751306	130	5310	\$11,601.44
BID 20-58					
GOLD STAR FOODS, INC.	1910	751307	130	5310	\$25,072.32
BID 20-58					
GOLD STAR FOODS, INC.	1910	751308	130	5310	\$10,478.72
BID 20-58					
GOLD STAR FOODS, INC.	1910	751524	130	5310	\$18,119.76
BOE 06/02/2021 A-13 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	752409	130	5310	\$18,212.00
BID 20-58					
GOLD STAR FOODS, INC.	1910	752668	130	5310	\$42,004.48
BID 20-58					
GOLD STAR FOODS, INC.	1910	753190	130	5310	\$30,166.50
BID 20-58					
GOLD STAR FOODS, INC.	1910	753191	130	5310	\$11,797.80
BOE 06/02/2021 A-13 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	753192	130	5310	\$22,343.10
BID 20-58					
GOLD STAR FOODS, INC.	1910	753457	130	5310	\$38,617.92
BOE 06/02/21 A-13 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	753465	130	5310	\$16,980.00

BID 20-58					
GOTTSCALK MUSIC CENTER	0727	751033	060	3210	\$33,099.84
BELOW BID LIMIT (PCC 20111)					
GOTTSCALK MUSIC CENTER	0727	752745	030	0168	\$69,722.14
BELOW BID LIMIT (PCC 20111)					
GOTTSCALK MUSIC CENTER	0727	753143	030	0168	\$29,819.22
BELOW BID LIMIT (PCC 20111)					
GOTTSCALK MUSIC CENTER	0727	753185	030	0168	\$19,701.33
BELOW BID LIMIT (PCC 20111)					
GRADUATE SERVICES, LTD	0725	747535	030	0170	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
GRAYBAR ELECTRIC, INC.	0710	751522	030	0152	\$14,454.49
BOE 06/02/21 A-13 (PIGGYBACK)					
HARDIN ENGINEERING GROUP	1185	748499	350	0917	\$47,500.00
RFQ 20-14 SECTION 2					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	752230	030	0716	\$20,201.87
RFP 17-21					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	752850	030	0716	\$55,973.61
RFP 17-21					
HENRY SCHEIN, INC.	1145	752792	350	0913	\$18,613.80
BELOW BID LIMIT (PCC 20111)					
HILL ROM COMPANY, INC.	0710	751609	030	0152	\$11,775.48
BELOW BID LIMIT (PCC 20111)					
HOFFMAN ELECTRONIC SYSTEMS	1055	751688	350	0917	\$12,433.90
BELOW BID LIMIT (PCC 20111)					
HONDA NORTH	0227	750830A	060	5632	\$58,538.75
BELOW BID LIMIT (PCC 20111)					
INTEGRATED FOOD SERVICE	1910	751183	130	5310	\$19,258.56
BID 21-06					
INTEGRATED FOOD SERVICE	1910	751397	130	5310	\$12,474.00
BID 21-06					
INTEGRATED FOOD SERVICE	1910	751867	130	5310	\$36,096.00
BID 21-06					
INTEGRATED FOOD SERVICE	1910	751868	130	5310	\$19,258.56
BID 21-06					
INTEGRATED FOOD SERVICE	1910	752017	130	5310	\$17,582.40
BID 21-06					
INTEGRATED FOOD SERVICE	1910	752670	130	5310	\$36,096.00
BID 21-06					
INTEGRATED FOOD SERVICE	1910	753442	130	5310	\$25,574.40
BID 21-06					
ISAIAS D. RODRIGUEZ	0790	752805	060	7425	\$10,868.00
RFQ 22-09					
J&D MIND BUILDERS, INC.	0790	752451	060	7425	\$31,689.00
RFQ 22-09					
J.M. SMUCKER, LLC	1910	752410	130	5310	\$32,430.00
BID 21-06					

J.M. SMUCKER, LLC	1910	752671	130	5310	\$32,430.00
BID 21-06					
JACK NADEL, INC.	0725	741063	030	0173	\$35,000.00
BELOW BID LIMIT (PCC 20111)					
JAMES D. DOLL	1185	751132	350	0912	\$10,000.00
RFQ 20-14 SECTION 8					
JASON ESQUIVEL	0790	752568	060	7425	\$42,000.00
RFQ 22-09					
JENNIE-O TURKEY STORE	1910	751398	130	5310	\$13,068.00
BID 21-06					
JENNIE-O TURKEY STORE	1910	751401	130	5310	\$13,068.00
BID 21-06					
JUDGE ROTENBERG EDUCATIONAL CENTER, INC.	0326	742715	060	6512	\$11,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
KAPLAN EARLY LEARNING	0765	751629	030	0188	\$19,445.63
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751668	030	0188	\$15,463.68
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751674	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751675	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751678	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751682	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751685	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751687	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751691	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751693	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751695	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751696	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751698	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751699	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751700	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751702	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751705	030	0188	\$15,517.39

INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751707	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751709	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751710	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751711	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751712	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	751794	030	0188	\$827,212.38
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752006	030	0188	\$109,909.86
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752008	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752009	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752011	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752028	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752031	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752032	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752035	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752038	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	752041	030	0188	\$15,517.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	1578	753315	350	0912	\$54,005.89
BOE 3/09/22 A-12 (PIGGYBACK)					
LAWRENCE ENGINEERING GROUP	1561	751225	350	0913	\$65,000.00
RFQ 20-14 SECTION 11					
LEARN IT SYSTEMS, LLC, DBA LEARN ACADEMY	0787	745139	060	6500	\$200,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
LIFETOUCH NATIONAL SCHOOL STUDIOS	0725	753242	030	0173	\$30,000.00
LIFETOUCH NATIONAL SCHOOL STUDIOS	0725	753242	030	0675	\$10,000.00
BOE 03/09/22 A-4					
LION FIRST RESPONDER PPE, INC.	0710	751866	060	6388	\$40,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LIVE SCAN FRESNO	0930	747249	030	0720	\$20,000.00
BELOW BID LIMIT (PCC 20111)					
LOWE'S	0710	752251	060	6388	\$20,901.22

BOE 06/17/20 A-14 (PIGGYBACK)					
M F ATHLETIC COMPANY, INC.	0710	751681	060	6388	\$10,229.22
BELOW BID LIMIT (PCC 20111)					
MADERA COUNTY SUPERINTENDENT OF SCHOOLS	0702	752564	060	3010	\$75,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
MAKINGS SPORTS FLOORING, INC.	1235	753380	140	6205	\$14,500.00
BOE 01/08/14 A-10 (CUPCCAA)					
MAREE SNEED	1870	752859	030	0690	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
MARIACHI CONNECTION INC.,THE	1400	752986	030	7394	\$10,976.65
BELOW BID LIMIT (PCC 20111)					
MARSH & MCLENNAN AGENCY	0880	752797	680	0851	\$39,900.00
MARSH & MCLENNAN AGENCY	0880	752797	690	0861	\$2,100.00
BOE 3/09/22 A-9					
MAY ENTERPRISES, INC.	0417	751373	030	7090	\$31,122.89
BELOW BID LIMIT (PCC 20111)					
MC GRAW-HILL EDUCATION, INC.	0785	751497	060	6500	\$11,156.28
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
MCI/LOS CABOS FOODS	1910	753449	130	5310	\$19,582.20
BID 21-06					
MCKESSON MEDICAL-SURGICAL	0710	752534	030	0152	\$11,355.29
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0127	751793	030	0152	\$24,985.56
METEOR EDUCATION, LLC	0127	751793	030	0625	\$16,657.07
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0335	751800	030	7090	\$50,660.94
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0421	751590	030	7099	\$30,303.63
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0440	751587	030	7090	\$11,161.77
06/ 02/ 21 A- 13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0440	751796	030	7090	\$11,161.77
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0758	751795	030	7091	\$14,841.78
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0765	752493	060	7425	\$57,999.90
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0860	752012	030	0694	\$24,527.92
BOE 06/02/21 A-13 (PIGGYBACK)					
MIDSTATE AUTOMOTIVE EQUIPMENT CO.	0710	751630A	030	0152	\$31,005.61
BELOW BID LIMIT (PCC 20111)					
MINUTEMAN PRESS	0395	752843	030	7090	\$11,000.00
BELOW BID LIMIT (PCC 20111)					
MINUTEMAN PRESS	0790	752361	060	7425	\$92,636.77
BELOW BID LIMIT (PCC 20111)					

MISSION SPRINGS CAMPS & CONFERENCE CTR., INC.	0725	752637	030	0173	\$11,025.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
MN ZEJ ZOG	0758	752856	030	0117	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
MOBILE MODULAR MGMNT. CORP.	1120	749043	350	0913	\$178,953.00
BOE 06/02/21 A-13 (PIGGYBACK)					
MOBILE MODULAR MGMNT. CORP.	1145	751580	350	0913	\$730,834.06
BOE 06/02/21 A-13 (PIGGYBACK)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1455	741582	350	0917	\$20,995.04
BELOW BID LIMIT (PCC 20111)					
NEW VISION AVIATION, INC.	0790	752448	060	7425	\$39,962.00
RFQ 22-09					
NICK'S CUSTOM GOLF CARS	0145	752711	030	0125	\$20,283.92
BELOW BID LIMIT (PCC 20111)					
NICK'S CUSTOM GOLF CARS	0208	751611	030	7099	\$11,223.37
BELOW BID LIMIT (PCC 20111)					
NICOLE ANDERSON & ASSOC. CONSULTING, LLC	0700	752538	060	3010	\$9,983.00
NICOLE ANDERSON & ASSOC. CONSULTING, LLC	0700	752538	060	3210	\$4,917.00
BELOW BID LIMIT (PCC 20111)					
OFFICE DEPOT	0225	OD000043075	030	7090	\$20,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0340	OD000043343	030	7090	\$11,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0370	OD000044730	060	3010	\$14,516.56
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0410	OD000044733	030	7099	\$10,000.00
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0475	OD000044755	060	3010	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0790	OD000043123	060	7425	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0790	OD000044657	060	7425	\$13,202.25
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0790	OD000044680	030	0126	\$14,004.15
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0852	OD000043101	060	3010	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0852	OD000043102	030	0679	\$15,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0852	OD000044011	030	0679	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0852	OD000044604	030	0500	\$20,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000044699	030	0716	\$69,625.71
BOE 06/02/21 A-13 (PIGGYBACK)					

OFFICE DEPOT	1895	OD000044625	030	0717	\$259,589.39
BOE 06/02/21 A-13 (PIGGYBACK)					
ORBACH, HUFF, SUAREZ & HENDERSON, LLP	1905	746232	030	0690	\$10,000.00
BOE 06/16/21 A-14					
ORCHID INTERPRETING, INC.	0785	741740	060	6500	\$20,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
PAC AUTO GROUP, INC., DBA PACIFIC AUTO CENTER	1910	753272	130	9071	\$99,100.00
BELOW BID LIMIT (PCC 20111)					
PEARSON ASSESSMENTS	0770	751351	060	9017	\$27,769.13
BELOW BID LIMIT (PCC 20111)					
PLATINUM GROUP, THE	1910	753021	130	5310	\$11,438.12
EMERGENCY (PCC 1102)					
PLATINUM GROUP, THE	1910	753049	130	5310	\$107,656.56
EMERGENCY (PCC 1102)					
PRE SORT CENTER OF STOCKTON, INC.	0880	741188	670	0841	\$15,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
PRESENCELEARINING, INC.	0782	743993	060	6500	\$1,178,622.00
BOE 03/09/22 A-14					
PRESENCELEARINING, INC.	0785	751342	060	6537	\$229,830.00
BOE 02/16/22 A-5					
PRESENCELEARINING, INC.	0785	752390	060	6500	\$18,576.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
PRO-SCREEN, INC., SIGNS & GRAPHICS	0230	751643	030	0124	\$11,201.34
BELOW BID LIMIT (PCC 20111)					
PRO-SCREEN, INC., SIGNS & GRAPHICS	0335	751789	030	7099	\$29,425.54
BELOW BID LIMIT (PCC 20111)					
PTGMB, LLC, DBA MERCEDES BENZ OF FRESNO/CENTRAL VALLEY FLEET	0919	743858	060	8150	\$25,000.00
BELOW BID LIMIT (PCC 20111)					
PTGMB, LLC, DBA MERCEDES BENZ OF FRESNO/CENTRAL VALLEY FLEET	1910	752306	130	5320	\$72,411.76
BELOW BID LIMIT (PCC 20111)					
RAUL Z. MORENO, DBA MORENO INSTITUTE	0790	752449	060	7425	\$671,656.00
RFQ 22-09					
RDO EQUIPMENT COMPANY	0919	740931	060	8150	\$10,000.00
BLANKET 2021-2022					
RED GOLD, LLC	1910	752676	130	5310	\$15,593.76
BID 21-06					
RED GOLD, LLC	1910	752677	130	5310	\$41,583.36
BID 21-06					
REFRIGERATION SUPP. DIST.	0919	740648	060	8150	\$18,000.00
BELOW BID LIMIT (PCC 20111)					
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1055	752025	350	0917	\$15,927.45
BELOW BID LIMIT (PCC 20111)					
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1430	751806	350	0917	\$11,593.45
BELOW BID LIMIT (PCC 20111)					

REPUBLIC SERVICES OF FRESNO, DBA, REPUBLIC SERVICES	1910	740296A	130	5310	\$10,000.00
BID 19-07					
REPUBLIC SERVICES OF FRESNO, DBA, REPUBLIC SERVICES	1920	740287	030	0734	\$274,400.00
BID 19-07					
REVERE PACKAGING	1910	744972	130	5310	\$14,250.19
BID 20-17					
REVERE PACKAGING	1910	746271	130	5310	\$19,000.26
BID 20-17					
RMC ENTERPRISES, INC.	0423	751493	030	7090	\$18,750.00
BOE 01/08/14 A-10 (CUPCCAA)					
ROBERT HALF INTERNATIONAL, INC.	0887	752828	030	0140	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
SALEM ENGINEERING GROUP, INC.	1395	752385	350	0913	\$11,645.00
RFQ 20-14 SECTION 7					
SAN JOAQUIN RIVER PARKWAY	0790	752446	060	7425	\$24,310.00
RFQ 22-09					
SAVE MART CENTER	0725	753329	030	0173	\$57,000.00
BOE 03/09/22 A-4					
SAVE MART CENTER	0725	753329	030	0675	\$100,000.00
BOE 03/09/22 A-4					
SCHOLASTIC, INC.	0015	752160	030	7090	\$28,241.68
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL HEALTH CORPORATION	0730	753114	060	9017	\$16,492.94
BOE 06/02/21 A-13 (PIGGYBACK)					
SCHOOL HEALTH CORPORATION	0730	753308	060	3210	\$40,062.42
BOE 06/02/21 A-13 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1578	753193	350	0912	\$713,862.73
BOE 06/02/21 A-13 (PIGGYBACK)					
SCHWAN'S FOOD SERVICE	1910	751182	130	5310	\$35,466.60
BID 21-06					
SCHWAN'S FOOD SERVICE	1910	751304	130	5310	\$24,553.80
BID 21-06					
SCHWAN'S FOOD SERVICE	1910	753189	130	5310	\$35,466.60
BID 21-06					
SOUND CONTRACTING, INC.	0415	751874	060	3010	\$11,250.00
BELOW BID LIMIT (PCC 20111)					
SPINITAR	0015	753256	030	7090	\$10,541.35
BELOW BID LIMIT (PCC 20111)					
SPINITAR	0485	752503	030	0172	\$10,094.90
BELOW BID LIMIT (PCC 20111)					
SPURR	0705	741233	110	6391	\$45,000.00
PUBLIC UTILITIES (PCC 10103)					
SSBS SALES & MARKETING, LLC	0790	752445	060	7425	\$294,291.00
RFQ 22-09					
STRATEGIC MECHANICAL, INC.	0919	751088	060	8150	\$19,955.00

BOE 01/08/14 A-10 (CUPCCAA)					
SUPERIOR TEXT, LLC	0852	752540	030	0500	\$28,920.78
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SYSCO OF CENTRAL CALIFORNIA	1910	751309	130	5310	\$14,542.74
BOE 12/08/2022 A-15 (PIGGY BACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	751312	130	5310	\$11,870.83
BOE 12/08/21 A-15 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	751332	130	5310	\$11,836.15
BOE 12/08/21 A-15 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	751357	130	5310	\$38,196.48
BOE 12/8/2021 A-15 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	751976	130	5310	\$35,495.32
BOE 06/17/20 A-14 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	752158	130	5310	\$33,420.80
BID 20-58					
SYSCO OF CENTRAL CALIFORNIA	1910	752674	130	5310	\$35,808.00
BID 20-58					
SYSCO OF CENTRAL CALIFORNIA	1910	752675	130	5310	\$35,808.00
BID 20-58					
TAM+CZ ARCHITECTS, INC.	1505	752800	350	0916	\$45,501.00
RFQ 20-13					
TANGRAM	0710	751882	030	0152	\$86,904.13
BELOW BID LIMIT (PCC 20111)					
TETER ARCHITECTS, LLP	1421	753243	350	0917	\$110,000.00
RFQ 20-14 SECTION 2					
TETER ARCHITECTS, LLP	1891	752984	030	0734	\$20,000.00
RFQ 20-13					
TODD COMPANIES, INC.	1145	752572	350	0917	\$55,047.00
BOE 01/08/14 A-10 (CUPCCAA)					
TOTAL FILTRATION SERVICE, INC.	0919	741150	060	8150	\$18,000.00
BELOW BID LIMIT (PCC 20111)					
TRIANGLE ENGINEERING, INC.	0710	753103	030	0152	\$10,934.68
BELOW BID LIMIT (PCC 20111)					
TYSON FOODS, INC.	1910	750210	130	5310	\$12,301.25
BID 21-06					
TYSON FOODS, INC.	1910	750539	130	5310	\$12,301.25
BID 21-06					
TYSON FOODS, INC.	1910	750540	130	5310	\$21,763.75
BID 21-06					
TYSON FOODS, INC.	1910	750543	130	5310	\$12,301.25
BID 21-06					
TYSON FOODS, INC.	1910	752408	130	5310	\$29,880.00
BID 21-06					
TYSON FOODS, INC.	1910	752630	130	5310	\$20,673.75
BID 21-06					
TYSON FOODS, INC.	1910	752851	130	5310	\$13,235.95
BID 21-06					

TYSON FOODS, INC.	1910	753451	130	5310	\$12,985.50
BID 21-06					
VALLEY FENCE COMPANY	0030	753382	030	0172	\$24,857.00
BOE 01/08/14 A-10 (CUPCCAA)					
VALLEY FENCE COMPANY	0710	753355	030	0152	\$21,498.00
BOE 01/08/14 A-10 (CUPCCAA)					
VALLEY FENCE COMPANY	0919	741158	060	8150	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
VALLEY FENCE COMPANY	1045	752167	350	0917	\$19,798.00
BOE 01/08/14 A-10 (CUPCCAA)					
VARSITY BRANDS HOLDING CO., INC	0335	752867	030	0172	\$11,184.59
BOE 06/02/21 A-13 (PIGGYBACK)					
VARSITY BRANDS HOLDING CO., INC	0395	751602	030	7090	\$11,730.93
BOE 06/02/21 A-13 (PIGGYBACK)					
VIKING ENTERPRISES	1235	752922	140	6205	\$23,990.69
BOE 01/08/14 A-10 (CUPCCAA)					
WASTE MANAGEMENT/USA WASTE	1920	740385	030	0734	\$57,500.00
BID 19-07					
WEST ED	0765	751149	060	7425	\$17,000.00
BOE 02/02/22 A-6					
WESTERN SURETY COMPANY	1155	696158A	350	0913	\$33,926.95
BID 21-10					
WONDER VALLEY RANCH RESORT	0725	747568A	030	0173	\$16,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	752186	030	0173	\$40,201.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	752857	030	0173	\$36,444.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	752860	030	0173	\$17,767.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
WORKED, INC., DBA EXPERIENCE, INC.	0790	752539	060	7425	\$203,727.00
RFQ 22-09					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
MARCH 01, 2022 TO MARCH 31, 2022
RATIFICATION DATE JUNE 01, 2022**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
32 BELOW ICE, LLC	0810	753515	030	0141	\$200.00
4ALLPROMOS, LLC	0423	751228	030	7099	\$1,833.43
4IMPRINT, INC.	0135	751376	030	0171	\$620.65
4IMPRINT, INC.	0135	751376	030	0643	\$413.76
4IMPRINT, INC.	0135	751729	030	7090	\$295.26
4IMPRINT, INC.	0135	751770	030	7090	\$484.33
4IMPRINT, INC.	0135	753111	030	7090	\$570.20
4IMPRINT, INC.	0710	751728	060	6388	\$3,998.10
A&A TEXTILES	0710	753263	030	0152	\$250.00
A&A TEXTILES	1400	748646	030	7394	\$750.00
A&E INDUSTRIAL CLEANING EQUIP.	1578	751542	350	0912	\$1,841.95
ABDO PUBLISHING COMPANY	0235	751990	030	0625	\$826.52
ABDO PUBLISHING COMPANY	1020	751188	060	3010	\$1,625.58
ABRAHAM VENEGAS	0102	752973	030	2430	\$9,000.00
ACADEMIC PLANNERS PLUS	0200	752633	030	7090	\$715.46
ACCURATE LABEL DESIGNS, INC.	0105	752531	030	7090	\$167.47
ACCURATE LABEL DESIGNS, INC.	0445	752717	030	0115	\$208.64
ACE TROPHY SHOP	0315	752846	030	7090	\$601.42
ACE TROPHY SHOP	0700	752535	030	0500	\$3,363.42
ACE TROPHY SHOP	0710	746869	030	0152	\$300.00
ADA SPORTS AND RACKETS, LLC	0335	751362	030	0125	\$428.97
ADVANTAGE SPECIALTIES	0290	753038	030	0110	\$164.00
ADVANTAGE SPECIALTIES	0370	753116	030	7090	\$190.00
ADVANTAGE SPECIALTIES	0465	753363	080	8210	\$150.00
ADVANTAGE SPECIALTIES	0500	753039	030	7090	\$130.00
ALCARAZ, ANTHONY	0125	753197	030	0124	\$130.01
ALINCO COSTUMES	0575	751744	030	7090	\$1,685.00
ALL AMERICAN SPORTS USA	0015	752969	030	0172	\$2,065.30
ALL AMERICAN SPORTS USA	0130	752977	030	0125	\$1,085.14
ALL AMERICAN SPORTS USA	0315	752438	030	0110	\$3,739.14
ALL AMERICAN SPORTS USA	0320	753473	030	0172	\$117.10
ALL AMERICAN SPORTS USA	0417	752968	030	0115	\$7,258.61
ALL AMERICAN SPORTS USA	0435	753048	030	0172	\$2,000.00
ALL FOR FUN	0295	753345	030	7099	\$1,800.00
ALL SIGNS	0700	751573	030	0144	\$1,500.00
ALL SIGNS & SCREEN PRINTING, INC.	0335	752109A	030	7140	\$4,347.00
ALL SIGNS & SCREEN PRINTING, INC.	0850	753110	030	0681	\$556.79
ALL SOURCE SECURITY CONTAINER MFG. CORP.	0895	751484	030	0716	\$2,602.75
ALLARD'S, INC.	0010	753468	030	0625	\$1,800.00
ALLARD'S, INC.	0055	753467	030	0181	\$1,500.00

ALLARD'S, INC.	0130	752758	030	7090	\$75.00
ALLARD'S, INC.	0140	752469	060	3210	\$312.35
ALLARD'S, INC.	0145	752044	030	0171	\$500.00
ALLARD'S, INC.	0185	752258	030	0125	\$212.00
ALLARD'S, INC.	0195	751204	030	7090	\$400.00
ALLARD'S, INC.	0235	752956	030	0125	\$300.00
ALLARD'S, INC.	0335	752145	060	722B	\$500.00
ALLARD'S, INC.	0421	753101	030	0125	\$376.03
ALLARD'S, INC.	0700	752489	030	0606	\$1,000.00
ALLARD'S, INC.	0727	751199	030	0168	\$850.00
ALLARD'S, INC.	0727	751200	030	0168	\$850.00
ALLARD'S, INC.	0727	752079	060	3210	\$150.00
ALLARD'S, INC.	0727	752673	060	3210	\$300.00
ALLARD'S, INC.	0727	753066	030	0167	\$100.00
ALLARD'S, INC.	0727	753067	030	0168	\$100.00
ALLARD'S, INC.	0790	753290	060	2600	\$693.11
ALLARD'S, INC.	1060	753323	030	7394	\$400.00
ALLEN R. SHELBY, DBA CALIFORNIA TRACK STARTERS ASSOCIATION	0145	752464	030	0172	\$210.00
ALLIANCE FOR MEDICAL OUTREACH AND RELIEF	0860	752119	030	0693	\$1,800.00
ALLIED STORAGE CONTAINERS, INC.	1145	751363	350	0917	\$1,418.30
ALLIED STORAGE CONTAINERS, INC.	1235	752979	350	0917	\$5,963.58
ALPHAGRAPHS	0215	743224	030	0172	\$400.00
ALPHAGRAPHS	0330	751284	030	0172	\$7,225.34
A-MARK T-SHIRT, INC.	0010	751838	030	0115	\$5,000.00
A-MARK T-SHIRT, INC.	0100	748761	030	7090	\$937.42
A-MARK T-SHIRT, INC.	0100	751575	030	0114	\$1,260.00
A-MARK T-SHIRT, INC.	0140	753346	030	0111	\$650.09
A-MARK T-SHIRT, INC.	0175	746868	080	8210	\$1,200.00
A-MARK T-SHIRT, INC.	0208	753113	080	8210	\$682.61
A-MARK T-SHIRT, INC.	0225	753458	030	7090	\$379.23
A-MARK T-SHIRT, INC.	0237	752147	030	0171	\$3,121.53
A-MARK T-SHIRT, INC.	0241	753466	030	7090	\$8,632.24
A-MARK T-SHIRT, INC.	0335	751986	060	6385	\$3,087.98
A-MARK T-SHIRT, INC.	0415	751325	030	0173	\$2,275.35
A-MARK T-SHIRT, INC.	0440	752155	030	0171	\$234.04
A-MARK T-SHIRT, INC.	0475	752793	030	7090	\$1,000.00
A-MARK T-SHIRT, INC.	0700	752697	030	0144	\$4,402.91
A-MARK T-SHIRT, INC.	0765	753343	060	9021	\$5,023.66
A-MARK T-SHIRT, INC.	0890	752554	030	0708	\$635.61
A-MARK T-SHIRT, INC.	1335	753371	030	0500	\$9,600.00
AMAZON CAPITAL SERVICES	0075	751207	060	3010	\$200.61
AMAZON CAPITAL SERVICES	0417	751410	030	0625	\$361.90
AMAZON CAPITAL SERVICES	0701	753218	060	5828	\$73.14
AMAZON CAPITAL SERVICES	0710	752559	060	6388	\$2,045.83
AMAZON CAPITAL SERVICES	0710	752559A	060	6388	\$509.10
AMAZON CAPITAL SERVICES	0730	752066	030	0656	\$64.96

AMAZON CAPITAL SERVICES	0755	751856	060	7425	\$1,204.25
AMAZON CAPITAL SERVICES	0755	752558	030	0176	\$587.33
AMAZON CAPITAL SERVICES	0755	752566	060	7425	\$432.94
AMAZON CAPITAL SERVICES	0796	751300	030	0667	\$3,324.18
AMAZON CAPITAL SERVICES	0810	751181	030	0642	\$41.64
AMAZON CAPITAL SERVICES	0810	751411	030	0649	\$811.00
AMAZON CAPITAL SERVICES	0810	752680	030	0640	\$46.75
AMAZON CAPITAL SERVICES	0810	752801	030	0642	\$43.21
AMAZON CAPITAL SERVICES	0812	751918	030	0137	\$780.12
AMAZON CAPITAL SERVICES	0812	752679	030	0137	\$390.06
AMAZON CAPITAL SERVICES	1748	746096	060	3010	\$104.60
AMAZON.COM, LLC	0701	751572	060	5828	\$498.30
AMERICAN MUSIC	0100	752653	030	0172	\$4,654.88
AMERICAN MUSIC	0395	753156	030	7090	\$1,595.67
AMERICAN MUSIC	0421	752318	030	7090	\$845.13
AMERICAN MUSIC	0423	752027	030	7090	\$5,354.06
AMERICAN MUSIC	0455	753186	030	7091	\$2,221.22
AMERICAN MUSIC	0727	744397	030	0168	\$20.00
AMERICAN RED CROSS	0700	752650	030	0606	\$615.00
AMERICAN T'S	0120	751556	030	0171	\$1,091.08
AMERICAN T'S	0120	752104	030	7090	\$1,794.28
AMERICAN T'S	0120	752105	030	7090	\$702.11
AMERICAN T'S	0120	752978	030	7090	\$1,326.20
AMERICAN T'S	0120	753241	030	0172	\$6,400.23
AMERICAN T'S	0185	752179	030	0172	\$1,201.60
AMF BOWLING CENTERS/BOWLERO	0140	752171	030	0111	\$817.59
AMF BOWLING CENTERS/BOWLERO	0701	751718	030	0606	\$2,903.89
AMF BOWLING CENTERS/BOWLERO	0852	752110	030	0679	\$1,700.65
AMPERSAND ICE CREAM, LLC	0155	751350	030	7099	\$935.00
AMPERSAND ICE CREAM, LLC	0325	753486	030	7099	\$320.00
AMPERSAND ICE CREAM, LLC	0700	751329	030	0144	\$1,050.00
AMSTERDAM	0395	753349	030	0125	\$2,680.22
ANCORA PUBLISHING	0330	752562	030	7090	\$550.00
ANDERSON'S ALPHABET U	0460	751232	030	7099	\$1,539.53
ANIXTER, INC.	1578	752414	350	0912	\$1,292.69
AP BY THE SEA	0412	753123	060	4035	\$795.00
AP BY THE SEA	0412	753125	060	4035	\$795.00
AP BY THE SEA	0412	753213	060	4035	\$795.00
APPLEBY IMAGING, INC.	0790	752020	060	7425	\$5,310.00
ARBOR SCIENTIFIC	0100	751453	030	7090	\$33.05
ARBOR SCIENTIFIC	0235	753240	030	0125	\$78.10
AROCHIO, STACEY	0785	753519	060	3385	\$206.07
ARTE AMERICAS	0185	752310	030	0624	\$600.00
ARTISAN MARKETING GROUP	0230	751144	030	0171	\$4,000.00
ARTISAN MARKETING GROUP	0240	751452	030	7090	\$3,000.00
AT&T MOBILITY	0005	751763	030	7090	\$290.89
AT&T MOBILITY	0227	753440	060	5630	\$52.39

AT&T MOBILITY	0705	752193	110	6391	\$13.10
AT&T MOBILITY	0765	AT000043055	030	0192	\$400.00
AT&T MOBILITY	0796	752479	030	0667	\$59.44
AT&T MOBILITY	0810	753035	060	9017	\$26.19
AT&T MOBILITY	0810	AT000043072	060	9017	\$400.00
AT&T MOBILITY	0919	752478	060	8150	\$2,095.00
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	0700	753126	030	0606	\$395.00
AUDEAMUS	0070	753518	030	7091	\$1,449.42
AUDEAMUS	0140	752078	030	7099	\$1,449.42
AUDEAMUS	0155	752561	030	7090	\$5,797.64
AUDEAMUS	0265	752087	030	7090	\$8,213.32
AUDEAMUS	0270	752073	030	7090	\$1,932.55
AUDEAMUS	0325	752076	030	7099	\$483.14
AUDEAMUS	0355	751399	030	7090	\$3,865.09
AUDEAMUS	0370	751419	030	7090	\$2,415.68
AUDEAMUS	0410	752664	030	7090	\$6,763.91
AUDEAMUS	0410	752666	030	0172	\$5,314.50
AUDEAMUS	0420	752084	030	7090	\$483.14
AUDEAMUS	0480	753320	030	7090	\$3,865.12
AUDEAMUS	0490	752085	030	7090	\$483.14
AUDEAMUS	0575	752808	030	7090	\$966.28
AUDEAMUS	0710	751418	030	0152	\$483.14
AUDEAMUS	1370	751421	060	3010	\$483.14
AUJERO, CATHERINE	0060	753521	030	0111	\$261.07
AUTHORIZED VAC AND SEW CENTER	0335	752146	060	722B	\$500.00
AVENUES FOR CHANGE HOLOCAUST AND GENOCIDE EDUCATION	0700	752192	060	3010	\$2,400.00
AVID CENTER	0421	751434	060	3010	\$2,775.00
B & H PHOTO-VIDEO, INC.	0055	751412	030	0181	\$8,805.29
B & H PHOTO-VIDEO, INC.	0060	751631	030	0171	\$5,677.12
B & H PHOTO-VIDEO, INC.	0060	751631	030	7091	\$3,784.75
B & H PHOTO-VIDEO, INC.	0185	753398	030	0171	\$308.79
B & H PHOTO-VIDEO, INC.	0208	753139	030	0171	\$3,379.86
B & H PHOTO-VIDEO, INC.	0220	751159	030	0171	\$346.36
B & H PHOTO-VIDEO, INC.	0330	753385	030	0171	\$2,770.90
B & H PHOTO-VIDEO, INC.	0421	751633	060	722E	\$6,863.53
B & H PHOTO-VIDEO, INC.	0440	752070	030	7090	\$273.80
B & H PHOTO-VIDEO, INC.	0475	751468	030	7099	\$878.05
B & H PHOTO-VIDEO, INC.	0710	751352	060	6388	\$896.92
B & H PHOTO-VIDEO, INC.	0710	751353	060	6388	\$4,961.28
B & H PHOTO-VIDEO, INC.	0710	751464	060	6388	\$4,420.16
B & H PHOTO-VIDEO, INC.	0710	751470	060	6388	\$4,420.16
B & H PHOTO-VIDEO, INC.	0710	752424	060	6388	\$880.82
B & H PHOTO-VIDEO, INC.	0710	752933	060	6387	\$224.52
B & H PHOTO-VIDEO, INC.	0710	753475	060	6388	\$1,561.71
B & H PHOTO-VIDEO, INC.	0812	752626	030	0137	\$738.99
BALLOONS ARE EVERYWHERE, INC.	0010	744949	030	0171	\$200.00

BARNES & NOBLE, INC.	0030	751406	030	0115	\$500.00
BARNES & NOBLE, INC.	0055	751427	030	7091	\$1,000.00
BARNES & NOBLE, INC.	0060	751929	030	0625	\$500.00
BARNES & NOBLE, INC.	0060	752320	030	7090	\$726.97
BARNES & NOBLE, INC.	0060	753424	030	7090	\$2,226.43
BARNES & NOBLE, INC.	0100	752250	030	7140	\$2,340.00
BARNES & NOBLE, INC.	0102	751460	030	7090	\$1,000.00
BARNES & NOBLE, INC.	0123	753069	030	0625	\$1,405.77
BARNES & NOBLE, INC.	0130	749905	030	0625	\$500.00
BARNES & NOBLE, INC.	0130	753325	030	0171	\$300.00
BARNES & NOBLE, INC.	0235	753070	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753071	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753072	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753073	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753074	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753075	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753077	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0235	753159	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753161	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753324	030	7090	\$500.00
BARNES & NOBLE, INC.	0235	753511	030	7090	\$500.00
BARNES & NOBLE, INC.	0255	752248	030	0172	\$1,000.00
BARNES & NOBLE, INC.	0270	751161	030	0113	\$460.00
BARNES & NOBLE, INC.	0315	751550	060	3010	\$1,089.00
BARNES & NOBLE, INC.	0320	752985	030	7090	\$406.85
BARNES & NOBLE, INC.	0335	752681	060	3010	\$1,231.33
BARNES & NOBLE, INC.	0380	751386	030	0172	\$1,200.00
BARNES & NOBLE, INC.	0395	751449	030	0125	\$250.00
BARNES & NOBLE, INC.	0415	740435	030	0625	\$500.00
BARNES & NOBLE, INC.	0423	752149	060	3182	\$4,323.17
BARNES & NOBLE, INC.	0430	752594	030	7090	\$1,500.00
BARNES & NOBLE, INC.	0435	753158	030	7090	\$2,000.00
BARNES & NOBLE, INC.	0440	751426	030	7090	\$1,000.00
BARNES & NOBLE, INC.	0440	751999	060	3182	\$237.82
BARNES & NOBLE, INC.	0480	751316	060	6010	\$210.57
BARNES & NOBLE, INC.	0480	752591	030	0192	\$500.00
BARNES & NOBLE, INC.	0505	752321	030	0114	\$1,894.23
BARNES & NOBLE, INC.	0553	751384	030	0625	\$250.00
BARNES & NOBLE, INC.	0553	751385	030	0625	\$500.00
BARNES & NOBLE, INC.	0675	751764	110	6391	\$172.48
BARNES & NOBLE, INC.	0680	752089	110	6391	\$38.14
BARNES & NOBLE, INC.	0700	751289	030	0144	\$2,121.49
BARNES & NOBLE, INC.	0700	751503	060	3010	\$500.00
BARNES & NOBLE, INC.	0700	752152	030	0144	\$807.48
BARNES & NOBLE, INC.	0700	752153	030	0144	\$4,238.22
BARNES & NOBLE, INC.	0700	752154	030	0144	\$43.30
BARNES & NOBLE, INC.	0700	752938	030	0144	\$519.86

BARNES & NOBLE, INC.	0700	753068	060	7422	\$8,600.00
BARNES & NOBLE, INC.	0701	752299	060	3210	\$7,394.89
BARNES & NOBLE, INC.	0701	752302	060	3210	\$1,428.59
BARNES & NOBLE, INC.	0701	753493	060	3010	\$1,325.12
BARNES & NOBLE, INC.	0710	751404	030	0152	\$849.46
BARNES & NOBLE, INC.	0710	752682	030	0152	\$207.97
BARNES & NOBLE, INC.	0725	752391	030	0173	\$2,145.33
BARNES & NOBLE, INC.	0750	753078	060	3060	\$1,075.02
BARNES & NOBLE, INC.	0790	752088	060	7425	\$164.49
BARNES & NOBLE, INC.	0790	752392	030	0126	\$363.41
BARNES & NOBLE, INC.	0850	751535	030	0681	\$27.72
BARNES & NOBLE, INC.	1005	751195	060	3010	\$2,424.27
BARNES & NOBLE, INC.	1075	753267	060	3010	\$1,000.33
BARNES & NOBLE, INC.	1135	751958	060	3010	\$1,839.00
BARNES & NOBLE, INC.	1310	751507	060	3010	\$1,002.00
BELMONT COUNTRY CLUB	0130	753357	030	7090	\$4,972.07
BELMONT NURSERY	0450	753435	030	0171	\$1,000.00
BELMONT NURSERY	0460	752990	030	7090	\$60.00
BELMONT NURSERY	0710	752471	060	6388	\$485.89
BELMONT NURSERY	0710	752989	060	6388	\$1,000.00
BEST BUY BUSINESS ADVANTAGE ACCT.	0710	752432	030	0152	\$1,178.03
BEST PARTY RENTALS	0055	752948	030	7090	\$533.27
BEST PARTY RENTALS	0710	752847	030	0152	\$1,324.18
BEST WEIGHT SCALE CO., INC.	0730	751757	060	9017	\$500.00
BETTER FLOORING, INC.	0919	752520	060	8150	\$3,107.51
BIG 5 SPORTING GOODS CORP.	0208	751831	030	0110	\$300.00
BIG 5 SPORTING GOODS CORP.	0380	753474	030	7090	\$500.00
BIG 5 SPORTING GOODS CORP.	0225	751828	030	7099	\$800.00
BIG 5 SPORTING GOODS CORP.	0260	752769	030	0172	\$1,000.00
BIG 5 SPORTING GOODS CORP.	0395	753356	030	0171	\$300.00
BIG 5 SPORTING GOODS CORP.	0791	753350	060	2600	\$1,000.00
BILLY TEES, INC.	0055	752441	030	0172	\$1,000.00
BIO CORPORATION	0265	751530	030	7090	\$961.28
BLACKBEARDS	0310	751529	030	0113	\$1,350.00
BLACKBEARDS	0465	753135	030	7099	\$1,632.00
BLANCO, JEROME	0930	751414	030	0720	\$74.00
BLICK ART MATERIALS	0185	751420	030	0125	\$378.56
BLICK ART MATERIALS	0185	752046	030	0125	\$1,141.87
BLICK ART MATERIALS	0320	753431	030	0172	\$522.12
BLICK ART MATERIALS	0727	751191	030	0168	\$692.82
BLICK ART MATERIALS	0727	751416	030	0168	\$779.06
BLING N TEES	0395	751157	030	7099	\$3,000.00
BLUESPACE INTERIORS	0170	751243	030	0625	\$6,488.88
BLUSOURCE	0758	753298	060	7803	\$2,450.92
BMI SUPPLY, DBA BARBER MARKETING, INC.	0400	751797	030	7394	\$1,524.71
BMI SUPPLY, DBA BARBER MARKETING, INC.	0400	753441	030	7394	\$5,540.39
BMI SUPPLY, DBA BARBER MARKETING, INC.	1400	753082	030	7394	\$2,316.44

B'NAI B'RITH	0185	753023	030	0172	\$560.00
B'NAI B'RITH	0395	753443	030	0125	\$560.00
BOARD OF VOC. NURSING AND PSYCHIATRIC TECH.	0670	752209	110	3555	\$5,000.00
BOBBY SALAZARS	0355	752418	030	0113	\$756.00
BOBBY SALAZARS	0810	751848	030	0641	\$3,002.89
BOBBY SALAZAR'S/BLACKSTONE, DBA A&M BROS, LLC	0125	753160	030	0173	\$500.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A&M BROS, LLC	0310	701366A	030	0110	\$1,000.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A&M BROS, LLC	0365	753470	030	0111	\$380.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A&M BROS, LLC	0450	752131	030	7090	\$161.41
BRAVO FOOD SERVICE & CATERING - BRAVO BITES	0150	752517	030	0111	\$500.00
BRIGHT MORNING CONSULTING, INC.	0701	752199	060	3210	\$550.00
BROADWAY PLUS VIP SERVICES, LLC	0400	751359	030	7394	\$1,730.00
BUCHANAN HIGH SCHOOL	0145	751546	030	0172	\$90.00
BUCHANAN HIGH SCHOOL	0145	752655	030	0172	\$70.00
BUCHANAN HIGH SCHOOL	0235	751548	030	0172	\$350.00
BUCHANAN HIGH SCHOOL	0395	751122	030	0172	\$120.00
BUCHANAN HIGH SCHOOL	0395	752652	030	0172	\$230.00
BUCHANAN HIGH SCHOOL	0395	753362	030	0172	\$30.00
BULLARD TALENT STUDENT BODY	0200	753538	080	8210	\$376.00
BUREAU OF EDUC. RESEARCH	0412	752168	060	4035	\$279.00
CA TEACHING FELLOWS FOUNDATION	0227	753033	060	5630	\$9,609.60
CALIF. ACADEMY OF SCIENCES	0725	752381	030	0173	\$776.25
CALIF. ACADEMY OF SCIENCES	0725	752382	030	0173	\$1,158.75
CALIF. ACADEMY OF SCIENCES	0725	752406	030	0173	\$1,642.50
CALIF. ACADEMY OF SCIENCES	0725	752622	030	0173	\$1,046.25
CALIF. ACADEMY OF SCIENCES	0725	752861	030	0173	\$1,473.75
CALIF. ACADEMY OF SCIENCES	0725	752882	030	0173	\$744.70
CALIF. ASSOC. OF AFRICAN	0423	751217	060	3182	\$595.00
CALIF. ASSOC. OF AFRICAN	0701	751977	060	3210	\$2,780.00
CALIF. ASSOC. OF AFRICAN	0701	752741	060	3210	\$2,975.00
CALIF. ASSOC. OF AFRICAN	0930	753448	030	0720	\$550.00
CALIF. CONTINUATION EDUC. ASSOC.	0125	752615	060	3182	\$1,323.00
CALIF. DEPT. OF EDUCATION	0925	752795	030	7230	\$4,500.00
CALIF. STATE UNIVERSITY FRESNO	0200	753005	030	0172	\$82.00
CALIF. ASSOCIATION FOR THE GIFTED	0700	752632	030	0144	\$7,595.00
CALIF. ASSOCIATION OF SKILLS USA, INC.	0710	752648	030	0152	\$3,420.00
CALIFORNIA ADVOCATE	0860	752906	030	0694	\$6,000.00
CALIFORNIA BUSINESS MACH. INC.	0125	752870	030	0124	\$230.37
CALIFORNIA BUSINESS MACH. INC.	0145	751551	030	0125	\$500.00
CALIFORNIA BUSINESS MACH. INC.	0230	751123	030	0124	\$251.26
CALIFORNIA BUSINESS MACH. INC.	0455	751244	030	7090	\$776.87
CALIFORNIA BUSINESS MACH. INC.	0880	753365	690	0861	\$173.37
CALIFORNIA DEPARTMENT OF ED.	1150	751131	350	0913	\$783.50
CALIFORNIA DEPARTMENT OF ED.	1150	751133	350	0913	\$4,935.50
CALIFORNIA DEPARTMENT OF ED.	1185	751125	350	0913	\$780.20
CALIFORNIA DEPARTMENT OF ED.	1185	751127	350	0913	\$1,584.58
CALIFORNIA DEPARTMENT OF ED.	1185	751128	350	0913	\$1,099.48

CALIFORNIA DEPARTMENT OF ED.	1235	751208	350	0916	\$910.56
CALIFORNIA DEPARTMENT OF ED.	1335	751135	350	0916	\$566.30
CALIFORNIA DEPT OF EDUCATION	1910	751223	130	5310	\$864.00
CALIFORNIA DEPT OF EDUCATION	1910	751231	130	5310	\$650.00
CALIFORNIA DEPT OF EDUCATION	1910	751233	130	5310	\$1,500.00
CALIFORNIA DEPT OF EDUCATION	1910	751247	130	5310	\$2,964.00
CALIFORNIA DEPT OF EDUCATION	1910	751250	130	5310	\$1,400.00
CALIFORNIA DEPT OF EDUCATION	1910	751262	130	5310	\$1,500.00
CALIFORNIA DEPT OF EDUCATION	1910	751264	130	5310	\$2,964.00
CALIFORNIA DEPT OF EDUCATION	1910	751266	130	5310	\$1,400.00
CALIFORNIA DEPT OF EDUCATION	1910	751268	130	5310	\$1,400.00
CALIFORNIA DEPT OF EDUCATION	1910	751269	130	5310	\$1,400.00
CALIFORNIA DEPT OF EDUCATION	1910	752356	130	5310	\$1,400.00
CALIFORNIA DEPT OF EDUCATION	1910	752759	130	5310	\$1,500.00
CALIFORNIA EMBROIDERY	0710	752180	030	0152	\$8,500.06
CALIFORNIA MINERAL EXHIBIT ASSOCIATION	0725	751724	030	0173	\$90.00
CALIFORNIA MINERAL EXHIBIT ASSOCIATION	0725	751725	030	0173	\$90.00
CALIFORNIA SCIENCE LEAGUE	0030	753120	030	0171	\$275.00
CALIFORNIA SCIENCE LEAGUE	0725	753037	030	0170	\$275.00
CALIFORNIA SCIENCE LEAGUE	0725	753395	030	0170	\$275.00
CALIFORNIA STATE UNIV. FRESNO	0421	751974	030	7090	\$320.00
CALIFORNIA STATE UNIV. FRESNO	0725	752098	030	0171	\$6,000.00
CALIFORNIA STUNT OFFICIALS ASSOCIATION, INC.	0725	752176	030	0172	\$9,000.00
CALVERT CATERING, DBA APPLE SPICE	0055	743881	030	0125	\$5,500.00
CALVERT CATERING, DBA APPLE SPICE	0285	751327	030	0111	\$497.92
CALVERT CATERING, DBA APPLE SPICE	0421	753174	060	722E	\$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0701	752283	030	0606	\$3,000.00
CALVERT CATERING, DBA APPLE SPICE	0710	748185	030	0152	\$1,200.00
CALVERT CATERING, DBA APPLE SPICE	1335	753036	030	0500	\$400.00
CALVIN CREST CAMP	0725	752617	030	0173	\$900.00
CAMP OAKHURST, INC.	0725	752862	030	0173	\$4,675.00
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0415	753541	030	7099	\$2,310.00
CANVA US, INC.	0235	751377	030	0123	\$119.40
CAPSTONE	1020	751187	060	3010	\$491.67
CAPTUREIT! IMPRINTING	0010	743654	030	0172	\$1,013.00
CAPTUREIT! IMPRINTING	0490	751992	030	0172	\$1,000.94
CAPTUREIT! IMPRINTING	0700	752442	030	0606	\$2,069.49
CAPTUREIT! IMPRINTING	0700	752999	030	0606	\$110.45
CAPTUREIT! IMPRINTING	0700	753199	060	7422	\$270.88
CAPTUREIT! IMPRINTING	0796	752074	030	0667	\$121.88
CAREERSAFE, LLC, DBA K2SHARE, LLC	0710	751891	060	6388	\$1,600.00
CAROLINA BIOLOGICAL SUPPLY CO.	0145	753216	030	7099	\$1,067.46
CAROLINA BIOLOGICAL SUPPLY CO.	0195	751902	030	7099	\$132.11
CAROLINA BIOLOGICAL SUPPLY CO.	0710	753224	060	3550	\$567.38
CAROLINA BIOLOGICAL SUPPLY CO.	0790	752322	060	7425	\$7,290.55
CAROLINA BIOLOGICAL SUPPLY CO.	0790	752815	060	7425	\$2,609.39
CAROLINA BIOLOGICAL SUPPLY CO.	0790	752816	060	7425	\$667.11

CAROLYN DE ANDA	0395	752772	030	7140	\$292.32
CARR, DEANN	0701	752935	030	0606	\$22.66
CASAS NATIONAL SUMMER	0705	752944	110	6391	\$3,860.00
CATERING BY CHEF PEARSON	0395	753491	030	0125	\$2,100.00
CCAE/CALIF. COUNCIL FOR ADULT EDUCATION	0705	752836	110	6391	\$3,250.00
CCAE/CALIF. COUNCIL FOR ADULT EDUCATION	0705	753530	110	6391	\$650.00
CDW GOVERNMENT, INC.	0005	752425	030	7090	\$948.06
CDW GOVERNMENT, INC.	0010	751473	030	7090	\$971.90
CDW GOVERNMENT, INC.	0010	751646	060	3182	\$8,833.44
CDW GOVERNMENT, INC.	0020	752817	030	7099	\$102.39
CDW GOVERNMENT, INC.	0025	752879	030	0171	\$716.74
CDW GOVERNMENT, INC.	0030	751658	030	0115	\$204.78
CDW GOVERNMENT, INC.	0055	751270	030	0181	\$838.63
CDW GOVERNMENT, INC.	0055	752048	030	0172	\$292.01
CDW GOVERNMENT, INC.	0055	752474	030	0123	\$1,529.32
CDW GOVERNMENT, INC.	0060	751485	030	7090	\$4,168.31
CDW GOVERNMENT, INC.	0090	751669	030	0110	\$337.43
CDW GOVERNMENT, INC.	0105	752992	030	0115	\$5,830.77
CDW GOVERNMENT, INC.	0120	751246	030	7099	\$1,619.83
CDW GOVERNMENT, INC.	0123	752569	030	0625	\$7,610.17
CDW GOVERNMENT, INC.	0125	752475	680	0851	\$9,547.11
CDW GOVERNMENT, INC.	0140	751169	030	0172	\$1,895.13
CDW GOVERNMENT, INC.	0140	751670	060	3010	\$7,777.53
CDW GOVERNMENT, INC.	0145	751162	030	0125	\$256.79
CDW GOVERNMENT, INC.	0160	752411	060	3010	\$2,899.92
CDW GOVERNMENT, INC.	0170	752458	030	7140	\$90.02
CDW GOVERNMENT, INC.	0175	752473	030	7090	\$716.74
CDW GOVERNMENT, INC.	0208	751263	060	3010	\$1,023.91
CDW GOVERNMENT, INC.	0208	751471	030	7091	\$971.90
CDW GOVERNMENT, INC.	0220	751147	030	0172	\$3,141.07
CDW GOVERNMENT, INC.	0220	751683	060	3010	\$4,400.29
CDW GOVERNMENT, INC.	0241	752875	030	7090	\$219.98
CDW GOVERNMENT, INC.	0250	751638	030	7090	\$1,368.46
CDW GOVERNMENT, INC.	0265	751477	030	7090	\$3,262.20
CDW GOVERNMENT, INC.	0265	751641	030	7090	\$1,922.13
CDW GOVERNMENT, INC.	0270	751689	030	0113	\$996.62
CDW GOVERNMENT, INC.	0270	751689	030	7090	\$7,076.00
CDW GOVERNMENT, INC.	0270	751689	030	7091	\$1,893.58
CDW GOVERNMENT, INC.	0290	751694	030	7099	\$1,872.29
CDW GOVERNMENT, INC.	0295	751271	030	7091	\$8,879.93
CDW GOVERNMENT, INC.	0295	751272	030	7090	\$4,400.29
CDW GOVERNMENT, INC.	0305	751651	060	3010	\$2,131.79
CDW GOVERNMENT, INC.	0310	751654	060	3010	\$322.35
CDW GOVERNMENT, INC.	0315	751640	030	7090	\$427.98
CDW GOVERNMENT, INC.	0315	751642	030	7090	\$508.70
CDW GOVERNMENT, INC.	0325	751371	030	7099	\$1,944.38
CDW GOVERNMENT, INC.	0335	753043	030	0125	\$292.00

CDW GOVERNMENT, INC.	0340	751380	030	7090	\$75.30
CDW GOVERNMENT, INC.	0340	751380	030	7091	\$677.73
CDW GOVERNMENT, INC.	0340	751381	030	7090	\$511.95
CDW GOVERNMENT, INC.	0370	753487	030	7090	\$270.88
CDW GOVERNMENT, INC.	0385	751895	030	7090	\$614.34
CDW GOVERNMENT, INC.	0400	751475	030	7394	\$52.28
CDW GOVERNMENT, INC.	0415	751253	060	3010	\$948.06
CDW GOVERNMENT, INC.	0415	753041	060	3010	\$1,767.00
CDW GOVERNMENT, INC.	0420	751273	030	7090	\$1,240.11
CDW GOVERNMENT, INC.	0421	752809	030	7140	\$3,720.32
CDW GOVERNMENT, INC.	0423	752386	030	7090	\$460.49
CDW GOVERNMENT, INC.	0423	752427	060	3182	\$8,800.58
CDW GOVERNMENT, INC.	0423	752453	060	3182	\$1,240.11
CDW GOVERNMENT, INC.	0423	752454	030	7090	\$1,619.83
CDW GOVERNMENT, INC.	0423	752460	060	3010	\$324.00
CDW GOVERNMENT, INC.	0445	752010	030	0181	\$4,935.97
CDW GOVERNMENT, INC.	0455	752635	030	0625	\$706.27
CDW GOVERNMENT, INC.	0470	752642	060	3010	\$475.66
CDW GOVERNMENT, INC.	0475	751482	060	3010	\$3,888.76
CDW GOVERNMENT, INC.	0475	752504	030	7090	\$424.94
CDW GOVERNMENT, INC.	0480	752005	030	7090	\$1,508.22
CDW GOVERNMENT, INC.	0490	751166	030	7091	\$3,192.00
CDW GOVERNMENT, INC.	0490	751637	030	7091	\$1,944.38
CDW GOVERNMENT, INC.	0490	753485	030	7090	\$172.28
CDW GOVERNMENT, INC.	0495	751164	030	7090	\$256.79
CDW GOVERNMENT, INC.	0530	751167	030	7099	\$322.34
CDW GOVERNMENT, INC.	0553	752042	030	7090	\$227.54
CDW GOVERNMENT, INC.	0565	751896	030	7099	\$1,721.43
CDW GOVERNMENT, INC.	0575	750816	030	0114	\$6.00
CDW GOVERNMENT, INC.	0601	753393	030	0677	\$614.59
CDW GOVERNMENT, INC.	0617	752040	030	0500	\$533.08
CDW GOVERNMENT, INC.	0700	751768	060	3010	\$584.01
CDW GOVERNMENT, INC.	0700	752991	060	3010	\$1,240.11
CDW GOVERNMENT, INC.	0701	751251	060	4035	\$1,316.46
CDW GOVERNMENT, INC.	0701	751648	060	3210	\$307.30
CDW GOVERNMENT, INC.	0701	751672	060	3010	\$2,106.33
CDW GOVERNMENT, INC.	0701	751672	060	5828	\$526.58
CDW GOVERNMENT, INC.	0702	751655	060	3010	\$292.00
CDW GOVERNMENT, INC.	0702	751680	060	3010	\$1,242.50
CDW GOVERNMENT, INC.	0710	752477	030	0152	\$5,597.85
CDW GOVERNMENT, INC.	0727	753389	060	3210	\$307.30
CDW GOVERNMENT, INC.	0755	751265	030	0176	\$364.76
CDW GOVERNMENT, INC.	0785	751248	060	9018	\$1,137.67
CDW GOVERNMENT, INC.	0787	751488	060	6500	\$729.71
CDW GOVERNMENT, INC.	0787	751892	060	6500	\$327.49
CDW GOVERNMENT, INC.	0796	752003	030	0667	\$763.87
CDW GOVERNMENT, INC.	0810	752481	030	0174	\$292.00

CDW GOVERNMENT, INC.	0812	751483	030	0137	\$1,066.16
CDW GOVERNMENT, INC.	0852	751257	030	0679	\$4,074.89
CDW GOVERNMENT, INC.	0852	751258	030	0679	\$102.93
CDW GOVERNMENT, INC.	0852	751476	030	0679	\$5,164.29
CDW GOVERNMENT, INC.	0852	753494	030	0500	\$801.29
CDW GOVERNMENT, INC.	0855	752993	030	0670	\$1,944.38
CDW GOVERNMENT, INC.	0860	752638	030	0694	\$434.75
CDW GOVERNMENT, INC.	0875	753050	030	0700	\$1,695.01
CDW GOVERNMENT, INC.	0880	753305	690	0861	\$204.24
CDW GOVERNMENT, INC.	0885	752315	030	0140	\$4,566.10
CDW GOVERNMENT, INC.	0885	753040	060	3210	\$4,063.13
CDW GOVERNMENT, INC.	0885	753168	030	0143	\$8,342.92
CDW GOVERNMENT, INC.	0886	751481	030	0140	\$2,641.87
CDW GOVERNMENT, INC.	0886	752335	030	0140	\$1,721.43
CDW GOVERNMENT, INC.	0889	752428	030	0709	\$4,217.27
CDW GOVERNMENT, INC.	0889	752455	030	0709	\$1,506.60
CDW GOVERNMENT, INC.	0890	751898	030	0708	\$682.61
CDW GOVERNMENT, INC.	0890	752482	030	0708	\$9,568.02
CDW GOVERNMENT, INC.	0905	751173	030	0738	\$334.60
CDW GOVERNMENT, INC.	0905	752710	030	0738	\$269.79
CDW GOVERNMENT, INC.	1035	751673	060	3010	\$754.13
CDW GOVERNMENT, INC.	1140	752883	060	3010	\$3,054.97
CDW GOVERNMENT, INC.	1175	752567	060	3010	\$441.53
CDW GOVERNMENT, INC.	1195	752810	030	7394	\$204.78
CDW GOVERNMENT, INC.	1250	752456	350	0916	\$2,649.74
CDW GOVERNMENT, INC.	1255	752317	060	3010	\$636.26
CDW GOVERNMENT, INC.	1255	752343	030	0110	\$409.56
CDW GOVERNMENT, INC.	1270	752045	060	3010	\$1,896.13
CDW GOVERNMENT, INC.	1578	752429	350	0912	\$3,141.07
CDW GOVERNMENT, INC.	1910	752346	130	5310	\$2,681.70
CDW GOVERNMENT, INC.	0924	742157	060	8150	\$1,600.00
CENTER FOR LAND-BASED LEARNING	0710	752848	060	6387	\$525.00
CENTRAL CA FOOD BANK	0758	751240	060	7803	\$1,026.00
CENTRAL CAL METALS	0919	751684	060	8150	\$6,446.83
CENTRAL SANITARY SUPPLY CO., INC.	0426	703777A	060	3210	\$111.95
CENTRAL SANITARY SUPPLY CO., INC.	0485	751367	030	0734	\$974.63
CENTRAL SANITARY SUPPLY CO., INC.	1578	752177	350	0912	\$1,784.46
CENTRAL SANITARY SUPPLY CO., INC.	1578	752178	350	0912	\$660.94
CENTRAL SANITARY SUPPLY CO., INC.	1891	752075	030	0716	\$205.87
CENTRAL SANITARY SUPPLY CO., INC.	1891	752166	030	0716	\$9,139.65
CENTRAL SANITARY SUPPLY CO., INC.	1891	752404	030	0716	\$3,825.84
CENTRAL SANITARY SUPPLY CO., INC.	1910	751735	130	5310	\$8,856.52
CENTRAL SANITARY SUPPLY CO., INC.	1910	752964	130	5310	\$2,221.18
CENTRAL SANITARY SUPPLY CO., INC.	1920	751209	030	0734	\$1,876.08
CENTRAL STAR MARKETING, LLC	0185	751287	030	0125	\$991.40
CENTRAL STAR MARKETING, LLC	0185	752359	030	7090	\$3,012.50
CENTRAL STAR MARKETING, LLC	0185	752360	030	0188	\$5,590.86

CENTRAL STAR MARKETING, LLC	0185	752776	030	0188	\$3,467.16
CENTRAL STAR MARKETING, LLC	0185	752778	030	0188	\$5,688.36
CENTRAL STAR MARKETING, LLC	0185	752780	030	0188	\$595.93
CENTRAL STAR MARKETING, LLC	0185	752782	030	0188	\$1,148.51
CENTRAL STAR MARKETING, LLC	0185	752789	030	0172	\$761.71
CENTRAL STAR MARKETING, LLC	0185	752878	030	0188	\$1,625.25
CENTRAL STAR MARKETING, LLC	0701	752502	030	0606	\$144.11
CENTRAL VALLEY AIRLESS, INC.	0055	753434	030	0172	\$500.00
CENTRAL VALLEY ATHLETIC LEAGUE	0725	752067	030	0172	\$50.00
CENTRAL VALLEY BLINDS	0875	751486	030	0700	\$146.28
CENTRAL VALLEY IMMIGRANT INTEGRATION COLLABORATIVE	0758	751339	060	7803	\$5,000.00
CENTRAL VALLEY SPORTS, LLC	0450	748125	030	0172	\$1,174.00
CENTRAL VALLEY SPORTS STITCH & INK	0030	751821	030	7090	\$3,567.00
CENTRAL VALLEY SPORTS STITCH & INK	0030	751826	030	0115	\$2,882.11
CENTRAL VALLEY SPORTS STITCH & INK	0030	752764	030	7099	\$386.81
CENTRAL VALLEY SPORTS STITCH & INK	0145	751120	030	0625	\$224.02
CENTRAL VALLEY SPORTS STITCH & INK	0185	751142	030	0171	\$487.58
CENTRAL VALLEY SPORTS STITCH & INK	0225	752358	030	7099	\$195.03
CENTRAL VALLEY SPORTS STITCH & INK	0235	752537	030	0171	\$500.00
CENTRAL VALLEY SPORTS STITCH & INK	0421	751235	030	0125	\$356.45
CENTRAL VALLEY SPORTS STITCH & INK	0421	751447	030	0172	\$1,013.07
CENTRAL VALLEY SPORTS STITCH & INK	0421	753460	060	4124	\$1,300.20
CENTRAL VALLEY SPORTS STITCH & INK	0423	751227	030	7099	\$2,927.08
CENTRAL VALLEY SPORTS STITCH & INK	0423	753225	030	0643	\$709.24
CENTRAL VALLEY SPORTS STITCH & INK	0455	753344	030	7091	\$912.15
CENTRAL VALLEY SPORTS STITCH & INK	0530	751234	030	0172	\$1,923.21
CENTRAL VALLEY SPORTS STITCH & INK	0710	752444	060	6388	\$1,290.19
CERVANTES-JOHNSON, LEANNE	0710	753375	030	0152	\$124.59
CHECK IN SYSTEMS, INC.	0705	752744	110	6391	\$2,153.73
CHESS HOUSE, LLC	0470	751997	080	8210	\$518.99
CHILDREN'S PLUS, INC.	0090	751901	060	3010	\$3,018.36
CHILDREN'S PLUS, INC.	0225	752133	030	7090	\$7,377.90
CHILDREN'S PLUS, INC.	0225	752701	030	7090	\$494.17
CHILDREN'S PLUS, INC.	1120	752685	060	3010	\$3,245.84
CHILDREN'S PLUS, INC.	1285	751291	060	3010	\$2,367.70
CHILDREN'S PLUS, INC.	1290	751293	060	3010	\$4,536.54
CHOOSE AGAIN SOCIETY	0030	752194	060	3010	\$3,200.00
CHSSA	0725	752544	030	0170	\$800.00
CITY OF FRESNO/FIRE DEPT.	0897	753391	030	0716	\$331.00
CITY OF FRESNO/POLICE DEPT.	0230	752549A	030	0124	\$800.00
CLARK EQUIPMENT COMPANY	0919	753445	060	8150	\$7,618.95
CLAY MIX	0185	752347	030	0125	\$200.00
CLAY MIX	0188	751429	030	7099	\$122.22
CLAY MIX	0335	751472	030	7090	\$6,628.85
CLAY MIX	0421	753004	030	0125	\$1,000.00
CLAY MIX	0727	751424	030	0168	\$850.00

CLEAR/CENTER FOR LEADERSHIP	0030	752208	060	3010	\$4,000.00
CLOVIS EAST HIGH SCHOOL	0055	752864	030	0172	\$400.00
CLOVIS EAST HIGH SCHOOL	0395	752466	030	0172	\$260.00
CLOVIS HIGH SCHOOL	0235	752467	030	0172	\$250.00
CLOVIS HIGH SCHOOL	0421	751745	030	0172	\$800.00
CLOVIS NORTH HIGH SCHOOL	0055	752362	030	0172	\$400.00
CLOVIS VETERANS MEMORIAL DISTRICT	0930	752416	030	0720	\$647.50
CLOVIS WEST HIGH SCHOOL	0055	752545	030	0172	\$400.00
CMEA CENTRAL SECTION	0400	753409	030	7394	\$200.00
COLE ELECTRIC, LLC	0070	753182	030	7091	\$3,500.00
COLE ELECTRIC, LLC	0421	752954	030	7140	\$1,050.00
COLE ELECTRIC, LLC	0855	753321	030	0670	\$350.00
COLE ELECTRIC, LLC	1320	752090	060	3010	\$350.00
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751171	060	7425	\$5,233.96
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751703	120	9076	\$772.48
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751706	120	9076	\$1,206.55
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751751	120	9076	\$8,129.44
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751878	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751879	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751880	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751881	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751884	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751886	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751888	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751912	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751914	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751917	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751919	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751920	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751921	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751923	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751925	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751928	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751930	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751933	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751935	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751937	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751938	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751939	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751940	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751941	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751942	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751944	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751945	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751946	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751947	120	5058	\$4,969.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	751948	120	5058	\$4,969.10

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COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752243	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752256	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752257	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752259	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752260	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752262	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752264	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752265	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752266	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752267	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752268	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752269	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752270	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752272	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752273	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752274	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752275	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752276	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752277	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752278	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752279	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752281	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752282	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752284	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752285	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752287	120	5058	\$9,083.74
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752288	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752289	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752290	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752293	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752295	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752296	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752298	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752300	120	5058	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	752301	030	0188	\$4,748.39
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	1310	751708	030	0192	\$493.97
COOKS COMMUNICATIONS	0445	751274	030	7090	\$338.59
CORE BUSINESS INTERIORS, INC.	0601	751390	030	0500	\$8,620.34
CORE BUSINESS INTERIORS, INC.	0702	751752	060	9075	\$4,899.17
CORE BUSINESS INTERIORS, INC.	0710	751512	030	0152	\$9,430.94
CORE BUSINESS INTERIORS, INC.	0790	751769	030	0126	\$7,193.84
CORE BUSINESS INTERIORS, INC.	0850	752461	030	0662	\$59.54
CORE BUSINESS INTERIORS, INC.	0850	752461	030	0681	\$713.09
CORE BUSINESS INTERIORS, INC.	0885	751753	030	0140	\$1,236.00
CORE BUSINESS INTERIORS, INC.	0885	751754	030	0140	\$5,312.48
CORE BUSINESS INTERIORS, INC.	0885	751756	030	0140	\$2,763.16
CORE BUSINESS INTERIORS, INC.	0885	751758	030	0140	\$1,954.39

CORE BUSINESS INTERIORS, INC.	0885	751759	030	0140	\$6,397.59
CORE BUSINESS INTERIORS, INC.	1891	751907	030	0734	\$2,503.59
CORNER BAKERY CAFE	0706	740571	030	0152	\$1,500.00
CORWIN PRESS	0220	752297	060	3010	\$216.63
CORWIN PRESS	0370	752345	030	7090	\$1,132.21
COUNCIL OF THE GREAT CITY	0860	752112	030	0693	\$300.00
CREATIVE NOTEBOOK SOLUTIONS	0710	751417	060	6388	\$650.10
CRESCO	1910	752501	130	5310	\$8,804.52
CRESTLINE SPECIALTIES, INC.	0710	751731	030	0152	\$1,202.18
CRESTLINE SPECIALTIES, INC.	0710	752970	060	6388	\$377.09
CRISP, KRISTEN	0125	752508	030	0173	\$52.90
CSADA/CA STATE ATHLETIC DIRECTOR ASSOC.	0395	751467	030	0172	\$104.00
CSADA/CA STATE ATHLETIC DIRECTOR ASSOC.	0575	752124	030	7090	\$250.00
CSUF	0305	752641	030	0171	\$75.00
CSUF EXTENDED EDUCATION	0700	752779	030	0144	\$1,760.00
CSUF FRESNO FOUNDATION	0420	752834	030	7090	\$250.00
CURRICULUM ASSOCIATES, INC.	0015	752649	030	7091	\$5,865.00
CURRICULUM ASSOCIATES, INC.	0785	753492	060	3315	\$1,260.99
DARDEN ARCHITECTS, INC.	1145	599869	350	0913	\$4,419.00
DARRELL WAYNE BLANKS	0701	752890	030	0606	\$500.00
DAVES CUSTOM WOODWORKING	1210	751639	350	0917	\$1,489.71
DAVE'S DONUT SHOP	0208	747527	030	0110	\$50.00
DAVID SOTO JR.	0395	753536	030	0171	\$600.00
DAVINCI'S PIZZA	0220	751852	030	0172	\$300.00
DAVINCI'S PIZZA	0470	750493	080	8210	\$200.00
DEBORAH L. MCCOY	0790	752724	060	7425	\$9,975.00
DELANEY EDUCATIONAL ENTERPRISE	0420	752091	060	3010	\$1,665.66
DELANEY EDUCATIONAL ENTERPRISE	1045	751541	060	3010	\$2,041.44
DELI DELICIOUS	0045	752280	030	0110	\$892.73
DELI DELICIOUS	0730	751845	030	0656	\$600.00
DEMCO, INC.	0060	752324	030	0625	\$1,694.89
DEMCO, INC.	0105	752803	030	0625	\$1,894.63
DEMCO, INC.	0123	751193	030	0625	\$566.97
DEMCO, INC.	0145	751175	030	0625	\$308.34
DEMCO, INC.	0170	752323	030	7140	\$401.90
DEMCO, INC.	0170	752326	030	0625	\$374.62
DEMCO, INC.	0215	752939	060	3010	\$940.66
DEMCO, INC.	0265	751192	030	0625	\$119.97
DEMCO, INC.	0417	751657	030	0625	\$3,825.96
DEMCO, INC.	0423	752135	030	0625	\$721.37
DEMCO, INC.	0445	751431	030	0625	\$7,396.20
DEMCO, INC.	0455	753499	030	0625	\$134.34
DEMCO, INC.	1140	751315	060	3010	\$3,109.16
DEMCO, INC.	1290	751275	060	3010	\$2,533.64
DEMCO, INC.	1295	753481	060	3010	\$912.26
DEMCO, INC.	1315	752246	060	3010	\$1,665.34
DEMCO, INC.	1330	752049	060	3010	\$226.72

DEMCO, INC.	1410	751772	060	3010	\$734.95
DEMCO, INC.	1435	749089	030	7090	\$46.19
DEMCO, INC.	1470	751296	060	3010	\$236.84
DEMIDEC CORPORATION	0123	751179	030	0171	\$1,235.29
DENNIS MATHEW	1285	751224	060	3010	\$2,160.00
DESTINATION IMAGINATION, INC.	0417	752072	030	0171	\$250.00
DEVELOPMENT GROUP, INC.	0886	752888	030	0140	\$1,217.16
DI CICCOS/BLACKSTONE	0930	752136	030	0720	\$600.00
DI CICCOS/KINGS CANYON	0421	741075	030	0125	\$1,000.00
DI CICCOS/KINGS CANYON	0430	753476	030	7099	\$1,200.00
DINUBA HIGH SCHOOL	0235	751552	030	0172	\$190.00
DISCOUNT SCHOOL SUPPLY	0208	751533	030	0192	\$362.30
DISCOVERY EDUCATION	0423	753402	060	3182	\$2,986.00
DISNEYLAND RESORT - GREAT SERVICES TICKETS	0435	751815	080	8210	\$6,970.00
DISNEYLAND RESORT - GREAT SERVICES TICKETS	0460	753319	030	0171	\$2,740.40
DISNEYLAND RESORT - GREAT SERVICES TICKETS	0460	753319	080	8210	\$1,289.60
DJM DRAPERY SERVICE	1400	752334	030	7394	\$8,602.54
DL SIGN SYSTEMS	0055	745296	030	0172	\$3,000.00
DL SIGN SYSTEMS	0228	751361	030	0644	\$257.33
DL SIGN SYSTEMS	0235	752975	030	0172	\$161.96
DL SIGN SYSTEMS	0315	752439	030	0110	\$568.84
DL SIGN SYSTEMS	0320	752639	030	0172	\$1,497.16
DL SIGN SYSTEMS	0320	752760	030	0172	\$522.58
DL SIGN SYSTEMS	0320	753455	030	0110	\$97.52
DMV	0919	751836	060	8150	\$23.00
DONALD KEITH CAPPELLUTI	0130	753360	030	7090	\$5,588.59
DONALD KEITH CAPPELLUTI	0185	753239	030	0172	\$820.95
DONALD KEITH CAPPELLUTI	0240	752971	030	7090	\$613.82
DONALD KEITH CAPPELLUTI	0240	752971	030	7091	\$4,996.88
DONALD KEITH CAPPELLUTI	0710	749636	030	0152	\$3,000.00
DONALD KEITH CAPPELLUTI	0710	751333	060	6388	\$671.77
DONALD KEITH CAPPELLUTI	0710	752443	060	6388	\$4,713.50
DUMONT PRINTING, INC.	0575	752101	030	7091	\$2,147.17
DUMONT PRINTING, INC.	0575	752842	030	0115	\$607.07
DUTCH BROS. COFFEE FRESNO	0385	752420	030	7090	\$1,200.00
DUTCH BROS. COFFEE FRESNO	0395	752926	030	7090	\$1,000.00
DUTCH BROS. COFFEE FRESNO	0417	751319	030	0114	\$600.00
DUTCH BROS. COFFEE FRESNO	0700	752905	030	0144	\$500.00
DUTCH BROS. COFFEE FRESNO	0810	753176	030	0640	\$550.00
DYNAMISM, INC.	0710	752651	060	6388	\$382.21
EAI EDUCATION	0700	752156	030	0144	\$358.35
EASTBAY	0335	743656	030	7090	\$13.14
EDCITE, INC.	0095	752212	030	7091	\$1,005.00
EDCITE, INC.	1055	751276	060	3010	\$3,435.00
EDDIE'S BAKERY CAFE	0355	752033	030	0113	\$370.00
EDGEWOOD PRESS, INC.	0200	752536	030	7090	\$869.61
EDUCATION ELEMENTS, INC.	0410	751152	030	7090	\$3,716.00

EDUCATION WEEK	0885	753096	030	0140	\$79.00
EDUCATION WEEK	0886	751993	030	0140	\$97.00
EKC ENTERPRISES, INC.	0185	752132	030	7099	\$791.48
EKC ENTERPRISES, INC.	0185	752405	060	4124	\$908.68
EKC ENTERPRISES, INC.	0395	753407	030	7099	\$1,589.17
EKC ENTERPRISES, INC.	0465	753411	030	7090	\$1,472.31
EKC ENTERPRISES, INC.	0919	752619	060	8150	\$5,335.77
EKC ENTERPRISES, INC.	0919	752621	060	8150	\$5,335.77
EKC ENTERPRISES, INC.	1250	752727	350	0916	\$6,061.34
EKC ENTERPRISES, INC.	1440	749444	350	0917	\$1,343.14
EKC ENTERPRISES, INC.	1480	751517	350	0917	\$3,633.80
EKC ENTERPRISES, INC.	1500	751516	350	0917	\$3,633.80
EKC ENTERPRISES, INC.	1578	753384	350	0912	\$686.68
ELLISON EDUCATIONAL, INC.	0330	752814	030	7090	\$876.00
ELLISON EDUCATIONAL, INC.	1060	751321	030	0752	\$543.76
ELSMORE SPORTS, INC.	0055	752363	030	0172	\$600.00
ELSMORE SPORTS, INC.	0145	752476	030	0172	\$367.96
ELSMORE SPORTS, INC.	0235	752981	030	0172	\$649.98
ELSMORE SPORTS, INC.	0235	753370	030	0172	\$572.12
ELSMORE SPORTS, INC.	0421	751237	030	0172	\$1,301.80
ELSMORE SPORTS, INC.	0421	751364	030	0172	\$478.20
EMPOWER SPEECH THERAPY AND LIFE SKILLS CENTER PC	0785	742162B	060	6500	\$5,000.00
ENTOURAGE IMAGING, INC.	0417	752129	030	0115	\$109.98
ENVIRO CLEAN	0335	751677	030	0125	\$1,010.32
ENVIRO CLEAN	1578	751555	350	0912	\$893.89
ENVIRO CLEAN	1578	751559	350	0912	\$1,885.29
ENVIRO CLEAN	1578	751564	350	0912	\$4,442.35
ENVIRO CLEAN	1578	751566	350	0912	\$939.67
ENVIRO CLEAN	1578	751569	350	0912	\$628.43
ENVIRO CLEAN	1578	751571	350	0912	\$3,417.65
ENVIRO CLEAN	1578	751574	350	0912	\$3,510.54
ENVIRO CLEAN	1578	751576	350	0912	\$1,202.69
ENVIRO CLEAN	1578	751747	350	0912	\$9,033.30
ENVIRO CLEAN	1578	752365	350	0912	\$5,083.13
ENVIRO CLEAN	1910	752771	130	5310	\$9,663.73
ENVIRO CLEAN	1920	752547	030	0734	\$505.16
EPES SOFTWARE	0235	751277	030	0171	\$154.00
ES FOODS, INC.	1910	753510	130	5310	\$820.00
EVERYCHILD CALIFORNIA	0765	752729	030	0192	\$2,282.00
EVERYCHILD CALIFORNIA	0765	752730	030	0192	\$399.00
EVERYCHILD CALIFORNIA	0765	752736	030	0192	\$645.00
EVERYCHILD CALIFORNIA	0765	752833	060	7425	\$1,076.00
EXPO AUDIO VISUAL	0885	753205	030	0140	\$900.00
EXPO PARTY RENTAL & SALES	0055	751252	030	0125	\$1,995.00
EXPO PARTY RENTAL & SALES	0230	751740	030	0172	\$239.65
EXPO PARTY RENTAL & SALES	0421	751983	030	7099	\$2,557.06

EXPO PARTY RENTAL & SALES	0421	751984	030	7090	\$2,557.06
EXPO PARTY RENTAL & SALES	0885	753204	030	0140	\$1,178.11
FACT AUTOMATED ENTRANCES, INC.	0925	741514	030	7230	\$5,000.00
FAN IN A BOX, LLC	0335	750008	060	722B	\$177.62
FAN IN A BOX, LLC	0335	753331	030	0125	\$446.27
FAN IN A BOX, LLC	0335	753331	030	7090	\$3,121.50
FAN IN A BOX, LLC	0335	753331	030	7091	\$5,351.65
FEDEX EXPRESS SERVICES	0890	741814	030	0708	\$100.00
FEDEX EXPRESS SERVICES	0893	751613	030	0662	\$100.00
FERGUSON ENTERPRISES, INC.	0897	751985	030	0716	\$1,503.10
FERGUSON ENTERPRISES, INC.	0919	751504	060	8150	\$3,900.93
FERGUSON ENTERPRISES, INC.	0919	751510	060	8150	\$3,900.93
FERGUSON ENTERPRISES, INC.	0919	753444	060	8150	\$6,270.96
FIREWORKS AMERICA	0335	753214	030	0125	\$3,565.00
FIRST STRING SPORTS	0025	751834	030	0172	\$1,039.90
FIRST STRING SPORTS	0035	753464	030	0172	\$7,000.00
FIRST STRING SPORTS	0060	742938	030	0172	\$4,500.00
FIRST STRING SPORTS	0105	743386	030	0172	\$1,000.00
FIRST STRING SPORTS	0105	751579	030	0172	\$999.61
FIRST STRING SPORTS	0155	752113	030	0113	\$299.62
FIRST STRING SPORTS	0185	752718	030	0172	\$2,531.62
FIRST STRING SPORTS	0185	752871	030	0172	\$1,800.00
FIRST STRING SPORTS	0200	753025	030	7090	\$3,000.00
FIRST STRING SPORTS	0208	753373	030	0172	\$2,887.00
FIRST STRING SPORTS	0225	751331	030	0643	\$2,744.51
FIRST STRING SPORTS	0225	752636	030	7090	\$2,182.22
FIRST STRING SPORTS	0235	751211	030	0172	\$1,290.78
FIRST STRING SPORTS	0235	751212	030	0172	\$833.74
FIRST STRING SPORTS	0295	753122	030	0172	\$275.08
FIRST STRING SPORTS	0295	753232	030	0172	\$718.32
FIRST STRING SPORTS	0295	753234	030	0172	\$1,000.00
FIRST STRING SPORTS	0320	744261	030	0172	\$1,000.00
FIRST STRING SPORTS	0325	752182	030	0172	\$821.23
FIRST STRING SPORTS	0335	751832	030	0172	\$2,000.00
FIRST STRING SPORTS	0395	741224	030	0172	\$1,500.00
FIRST STRING SPORTS	0395	751137	030	7099	\$208.08
FIRST STRING SPORTS	0395	753347	030	0125	\$5,684.58
FIRST STRING SPORTS	0421	752184	030	0172	\$884.10
FIRST STRING SPORTS	0421	752366	030	0172	\$2,003.56
FIRST STRING SPORTS	0422	753121	030	0172	\$5,000.00
FIRST STRING SPORTS	0430	743447	030	0172	\$1,600.00
FIRST STRING SPORTS	0435	753376	030	0172	\$2,000.00
FIRST STRING SPORTS	0440	753372	030	0172	\$3,655.00
FIRST STRING SPORTS	0440	753377	030	0172	\$500.00
FIRST STRING SPORTS	0440	753378	030	0172	\$500.00
FIRST STRING SPORTS	0455	752656	030	0172	\$500.00
FIRST STRING SPORTS	0465	752111	030	7099	\$3,000.00

FIRST STRING SPORTS	0485	753477	030	7090	\$5,906.44
FIRST STRING SPORTS	0550	747192	030	0172	\$1,500.00
FISHER SCIENTIFIC COMPANY	0565	752327	030	0110	\$210.63
FISHER SCIENTIFIC COMPANY	0710	751521	060	6388	\$5,599.32
FITNESS FINDERS, INC.	0530	752573	030	7090	\$186.65
FITNESS FINDERS, INC.	0535	752972	030	7099	\$155.82
FLINN SCIENTIFIC, INC.	0055	752351	030	0125	\$1,974.38
FLINN SCIENTIFIC, INC.	0055	752886	030	0125	\$1,065.43
FLINN SCIENTIFIC, INC.	0100	751615	030	7090	\$60.78
FLINN SCIENTIFIC, INC.	0100	751619	060	3010	\$2,409.24
FLINN SCIENTIFIC, INC.	0145	753215	030	7099	\$788.60
FLINN SCIENTIFIC, INC.	0145	753220	030	7099	\$553.55
FLINN SCIENTIFIC, INC.	0235	753297	030	0125	\$410.20
FLINN SCIENTIFIC, INC.	0565	752051	030	7099	\$116.43
FLINN SCIENTIFIC, INC.	0565	752095	030	0110	\$149.74
FLINN SCIENTIFIC, INC.	1748	752924	060	6300	\$1,758.57
FLINN SCIENTIFIC, INC.	1748	752930	060	6300	\$2,367.65
FLINN SCIENTIFIC, INC.	1748	752983	060	6300	\$3,882.54
FOCUS PACKAGING & SUPPLY CO.	1910	751454	130	5310	\$2,529.97
FOCUS PACKAGING & SUPPLY CO.	1910	752169	130	5310	\$866.80
FOCUS PACKAGING & SUPPLY CO.	1910	752170	130	5310	\$292.55
FOCUS PACKAGING & SUPPLY CO.	1910	752191	610	5310	\$213.81
FOCUS PACKAGING & SUPPLY CO.	1910	752254	130	5310	\$2,925.45
FOCUS PACKAGING & SUPPLY CO.	1910	752311	130	5310	\$1,040.14
FOLLETT HIGHER EDUCATION GROUP, INC.	0710	752484	060	9073	\$4,000.00
FOLLETT HIGHER EDUCATION GROUP, INC.	0787	752770	060	3395	\$5,417.50
FOLLETT SCHOOL SOLUTIONS, INC.	0295	751295	060	3010	\$7,390.39
FOLLETT SCHOOL SOLUTIONS, INC.	0295	753484	060	3010	\$737.54
FOLLETT SCHOOL SOLUTIONS, INC.	0305	752096	030	7099	\$1,467.16
FOLLETT SCHOOL SOLUTIONS, INC.	0423	752908	060	3182	\$1,248.41
FOLLETT SCHOOL SOLUTIONS, INC.	0701	752899	060	3210	\$467.34
FOLLETT SCHOOL SOLUTIONS, INC.	0701	752900	060	3210	\$1,432.32
FOLLETT SCHOOL SOLUTIONS, INC.	0701	752901	060	3210	\$843.78
FOLLETT SCHOOL SOLUTIONS, INC.	0701	752902	060	3210	\$2,205.19
FOLLETT SCHOOL SOLUTIONS, INC.	0701	752903	060	3210	\$6,262.75
FOLLETT SCHOOL SOLUTIONS, INC.	0701	752904	060	3210	\$2,268.78
FOLLETT SCHOOL SOLUTIONS, INC.	1070	751189	060	3010	\$3,689.79
FOLLETT SCHOOL SOLUTIONS, INC.	1250	751432	060	3010	\$581.94
FOLLETT SCHOOL SOLUTIONS, INC.	1422	751537	060	3010	\$1,699.98
FOLLETT SCHOOL SOLUTIONS, INC.	1470	752692	060	3010	\$4,742.55
FOLLETT SCHOOL SOLUTIONS, INC.	1490	751294	060	3010	\$7,762.68
FOLLETT SCHOOL SOLUTIONS, INC.	1748	703953A	060	6300	\$4,227.74
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1055	752783	350	0917	\$1,360.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1145	749059	350	0912	\$2,910.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1145	752982	350	0912	\$5,860.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1185	752774	350	0917	\$1,085.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1505	752185	350	0916	\$2,100.00

FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	752103	030	0173	\$774.00
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	752885	030	0173	\$3,636.00
FOWLER HIGH SCHOOL	0235	751582	030	0172	\$240.00
FREESTYLE PHOTOGRAPHIC SUP.	0421	752529	030	0125	\$871.92
FRESNO AG HARDWARE	0700	752083	030	0606	\$2,000.00
FRESNO AG HARDWARE	0710	751808	030	0152	\$700.00
FRESNO AG HARDWARE	0710	751903	030	0152	\$700.00
FRESNO AG HARDWARE	0727	751172	060	3210	\$200.00
FRESNO AG HARDWARE	0767	751949	030	0192	\$200.00
FRESNO AIR CONDITIONING	0919	752435	060	8150	\$3,205.79
FRESNO BEKINS	1145	752721	350	0917	\$8,783.35
FRESNO CHAFFEE ZOO	0030	752646	030	0173	\$596.00
FRESNO CHAFFEE ZOO	0145	753206	030	7099	\$240.00
FRESNO CHAFFEE ZOO	0700	753397	030	0144	\$3,832.00
FRESNO CHAFFEE ZOO	0725	751116	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	751117	030	0173	\$825.00
FRESNO CHAFFEE ZOO	0725	751118	030	0173	\$1,050.00
FRESNO CHAFFEE ZOO	0725	751119	030	0173	\$550.00
FRESNO CHAFFEE ZOO	0725	751809	030	0173	\$450.00
FRESNO CHAFFEE ZOO	0725	751810	030	0173	\$700.00
FRESNO CHAFFEE ZOO	0725	751811	030	0173	\$675.00
FRESNO CHAFFEE ZOO	0725	751812	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	751813	030	0173	\$500.00
FRESNO CHAFFEE ZOO	0725	751814	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	751978	030	0173	\$875.00
FRESNO CHAFFEE ZOO	0725	751979	030	0173	\$1,125.00
FRESNO CHAFFEE ZOO	0725	751980	030	0173	\$625.00
FRESNO CHAFFEE ZOO	0725	751981	030	0173	\$500.00
FRESNO CHAFFEE ZOO	0725	751982	030	0173	\$625.00
FRESNO CHAFFEE ZOO	0725	752099	030	0173	\$875.00
FRESNO CHAFFEE ZOO	0725	752102	030	0173	\$717.00
FRESNO CHAFFEE ZOO	0725	752375	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	752376	030	0173	\$250.00
FRESNO CHAFFEE ZOO	0725	752377	030	0173	\$2,574.00
FRESNO CHAFFEE ZOO	0725	752378	030	0173	\$1,000.00
FRESNO CHAFFEE ZOO	0725	752379	030	0173	\$875.00
FRESNO CHAFFEE ZOO	0725	752380	030	0173	\$875.00
FRESNO CHAFFEE ZOO	0725	752865	030	0173	\$1,226.00
FRESNO CHAFFEE ZOO	0725	752868	030	0173	\$1,806.00
FRESNO CHAFFEE ZOO	0725	752869	030	0173	\$1,547.00
FRESNO CHAFFEE ZOO	0725	753080	030	0175	\$2,500.00
FRESNO CHAFFEE ZOO	0725	753401	030	0173	\$933.00
FRESNO CHAFFEE ZOO	0725	753403	030	0173	\$1,271.00
FRESNO CHAFFEE ZOO	0725	753404	030	0173	\$200.00
FRESNO CHAFFEE ZOO	0795	752830	030	0500	\$531.00
FRESNO CHRISTIAN SCHOOLS	0185	753235	030	0172	\$325.00
FRESNO CHRISTIAN SCHOOLS	0395	752874	030	0172	\$225.00

FRESNO CO. PUBLIC HEALTH	1910	753310	130	5310	\$33.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0417	752021	030	0171	\$160.00
FRESNO COMPACT	0710	752708	030	0152	\$400.00
FRESNO DEPUTY SHERIFFS ASSOCIATION	0811	753198	030	0130	\$300.00
FRESNO OXYGEN	0710	752955	030	0152	\$8,041.74
FRESNO OXYGEN	0710	753000	060	6388	\$887.39
FRESNO OXYGEN	0710	753001	060	6388	\$2,264.54
FRESNO OXYGEN	0710	753002	060	6388	\$539.58
FRESNO OXYGEN	0710	753006	060	6388	\$332.57
FRESNO PARTY RENTALS, LLC	0235	753351	030	7090	\$1,055.82
FRESNO PIPE & SUPPLY, INC.	0919	751506	060	8150	\$3,193.20
FRESNO PIPE & SUPPLY, INC.	0919	751660	060	8150	\$4,477.68
FRESNO STATE ALUMNI ASSOC.	0860	752616	030	0693	\$2,500.00
FRESNO STATE UNIVERSITY	0395	752122	060	722D	\$750.00
FRESNO STATE UNIVERSITY	0710	751433	030	0152	\$3,200.00
FRESNO STATE UNIVERSITY	0725	751213	030	0172	\$1,120.00
FRESNO UNIFIED SCHOOL DISTRICT	0265	751518	030	7090	\$600.00
FRESNO UNIFIED SCHOOL DISTRICT	0423	751344	030	7099	\$1,000.00
FRESNO UNIFIED SCHOOL DISTRICT	0423	751844	030	7090	\$1,000.00
FRESNO UNIFIED SCHOOL DISTRICT, DBA DISTRICT COMMERCE/UNIGLOBE TRAVEL	0412	U40350043029	060	4035	\$1,937.14
FUN AND FUNCTION	0475	753495	030	7091	\$599.68
FUNTIME PARTY RENTALS	0385	753433	030	0172	\$465.00
FUNWORKS/KAREN GAINES	0095	751650	030	7090	\$1,000.00
FUNWORKS/KAREN GAINES	0135	751438	030	7090	\$500.00
FUNWORKS/KAREN GAINES	0535	752557	030	0110	\$109.00
FUNWORKS/KAREN GAINES	0535	752557	030	0111	\$91.00
FUNWORKS/KAREN GAINES	0791	753537	060	2600	\$1,000.00
FUTURE BUSINESS LEADERS OF AMERICA	0335	752364	060	6385	\$340.00
FUTURE BUSINESS LEADERS OF AMERICA	0710	751465	030	0152	\$198.00
G W SCHOOL SUPPLY	0005	751736	030	7090	\$200.00
G W SCHOOL SUPPLY	0010	751934	030	0173	\$300.00
G W SCHOOL SUPPLY	0015	752749	030	0110	\$300.00
G W SCHOOL SUPPLY	0015	752750	030	0110	\$200.00
G W SCHOOL SUPPLY	0015	752751	030	0110	\$100.00
G W SCHOOL SUPPLY	0015	752752	030	0110	\$150.00
G W SCHOOL SUPPLY	0015	752753	030	0110	\$200.00
G W SCHOOL SUPPLY	0015	752754	060	6500	\$200.00
G W SCHOOL SUPPLY	0015	752755	060	6500	\$300.00
G W SCHOOL SUPPLY	0015	752756	060	6500	\$100.00
G W SCHOOL SUPPLY	0015	752757	030	0110	\$300.00
G W SCHOOL SUPPLY	0015	753175	030	7099	\$350.00
G W SCHOOL SUPPLY	0015	753177	030	7099	\$350.00
G W SCHOOL SUPPLY	0020	751713	030	0110	\$100.00
G W SCHOOL SUPPLY	0030	751407	030	0115	\$800.00
G W SCHOOL SUPPLY	0045	752518	030	7090	\$4,500.00
G W SCHOOL SUPPLY	0060	751931	030	0625	\$300.00

G W SCHOOL SUPPLY	0075	753060	060	6500	\$300.00
G W SCHOOL SUPPLY	0090	753172	060	6500	\$200.00
G W SCHOOL SUPPLY	0095	751165	030	7090	\$250.00
G W SCHOOL SUPPLY	0120	753271	030	7090	\$300.00
G W SCHOOL SUPPLY	0120	753273	030	7090	\$300.00
G W SCHOOL SUPPLY	0120	753274	030	7090	\$300.00
G W SCHOOL SUPPLY	0120	753275	030	7090	\$120.00
G W SCHOOL SUPPLY	0120	753276	030	7090	\$150.00
G W SCHOOL SUPPLY	0120	753277	030	7090	\$100.00
G W SCHOOL SUPPLY	0120	753278	030	7090	\$100.00
G W SCHOOL SUPPLY	0120	753280	030	7090	\$200.00
G W SCHOOL SUPPLY	0120	753281	030	7090	\$150.00
G W SCHOOL SUPPLY	0120	753282	030	7090	\$150.00
G W SCHOOL SUPPLY	0120	753283	030	7090	\$250.00
G W SCHOOL SUPPLY	0120	753284	030	7090	\$200.00
G W SCHOOL SUPPLY	0120	753285	030	0643	\$300.00
G W SCHOOL SUPPLY	0120	753286	030	0643	\$300.00
G W SCHOOL SUPPLY	0120	753288	030	0643	\$300.00
G W SCHOOL SUPPLY	0120	753289	030	0643	\$300.00
G W SCHOOL SUPPLY	0125	742734	030	7099	\$700.00
G W SCHOOL SUPPLY	0135	752715	030	7090	\$500.00
G W SCHOOL SUPPLY	0135	753061	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0160	753064	030	0110	\$250.00
G W SCHOOL SUPPLY	0170	752574	030	7090	\$300.00
G W SCHOOL SUPPLY	0175	751366	030	0110	\$200.00
G W SCHOOL SUPPLY	0175	751370	030	0113	\$531.00
G W SCHOOL SUPPLY	0175	751372	030	0113	\$796.50
G W SCHOOL SUPPLY	0175	751374	030	0113	\$800.00
G W SCHOOL SUPPLY	0175	751375	030	0113	\$500.00
G W SCHOOL SUPPLY	0175	752820	030	0113	\$474.27
G W SCHOOL SUPPLY	0175	752821	030	0113	\$800.00
G W SCHOOL SUPPLY	0175	752823	030	0113	\$200.00
G W SCHOOL SUPPLY	0175	752957	030	0113	\$796.50
G W SCHOOL SUPPLY	0175	752958	030	0113	\$400.00
G W SCHOOL SUPPLY	0175	752959	030	0113	\$450.00
G W SCHOOL SUPPLY	0175	752960	030	0113	\$500.00
G W SCHOOL SUPPLY	0175	752961	030	0113	\$193.00
G W SCHOOL SUPPLY	0175	752962	030	0113	\$500.00
G W SCHOOL SUPPLY	0185	751936	030	0125	\$495.00
G W SCHOOL SUPPLY	0208	751561	030	0110	\$150.00
G W SCHOOL SUPPLY	0208	752400	030	0110	\$100.00
G W SCHOOL SUPPLY	0208	752575	060	6500	\$200.00
G W SCHOOL SUPPLY	0208	752605	030	0110	\$300.00
G W SCHOOL SUPPLY	0208	753169	030	0110	\$200.00
G W SCHOOL SUPPLY	0255	752253	030	0110	\$250.00
G W SCHOOL SUPPLY	0255	752255	030	0110	\$200.00
G W SCHOOL SUPPLY	0260	753269	030	0643	\$1,000.00

G W SCHOOL SUPPLY	0270	751160	030	0113	\$200.00
G W SCHOOL SUPPLY	0270	751499	030	0113	\$613.87
G W SCHOOL SUPPLY	0270	751501	030	0113	\$482.72
G W SCHOOL SUPPLY	0270	751715	030	0113	\$200.00
G W SCHOOL SUPPLY	0270	751716	030	0113	\$264.45
G W SCHOOL SUPPLY	0270	753328	030	0113	\$375.02
G W SCHOOL SUPPLY	0285	751965	060	3010	\$200.00
G W SCHOOL SUPPLY	0285	751967	060	3010	\$200.00
G W SCHOOL SUPPLY	0285	751969	060	3010	\$200.00
G W SCHOOL SUPPLY	0285	752052	060	6500	\$200.00
G W SCHOOL SUPPLY	0285	752055	060	6500	\$100.00
G W SCHOOL SUPPLY	0285	752056	060	6500	\$200.00
G W SCHOOL SUPPLY	0285	752578	060	3010	\$500.00
G W SCHOOL SUPPLY	0285	752580	060	3010	\$200.00
G W SCHOOL SUPPLY	0285	752581	060	3010	\$500.00
G W SCHOOL SUPPLY	0285	752583	060	3010	\$200.00
G W SCHOOL SUPPLY	0290	753058	060	6500	\$199.00
G W SCHOOL SUPPLY	0290	753059	030	0113	\$1,295.00
G W SCHOOL SUPPLY	0305	752329	030	7099	\$1,000.00
G W SCHOOL SUPPLY	0320	750571	060	3010	\$450.00
G W SCHOOL SUPPLY	0355	751766	030	7090	\$200.00
G W SCHOOL SUPPLY	0355	752496	030	7090	\$200.00
G W SCHOOL SUPPLY	0355	752497	030	7090	\$200.00
G W SCHOOL SUPPLY	0395	752495	030	7090	\$100.00
G W SCHOOL SUPPLY	0410	752585	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752589	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752590	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752592	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752593	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752596	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752597	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752598	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752600	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752601	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752602	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752603	030	0643	\$175.00
G W SCHOOL SUPPLY	0410	752604	030	0643	\$175.00
G W SCHOOL SUPPLY	0420	752720	030	0110	\$200.00
G W SCHOOL SUPPLY	0422	753264	060	6500	\$200.00
G W SCHOOL SUPPLY	0422	753326	060	6500	\$200.00
G W SCHOOL SUPPLY	0430	752333	030	7090	\$4,000.00
G W SCHOOL SUPPLY	0435	753009	030	7090	\$200.00
G W SCHOOL SUPPLY	0435	753010	030	7090	\$200.00
G W SCHOOL SUPPLY	0435	753011	030	7090	\$200.00
G W SCHOOL SUPPLY	0435	753012	030	7090	\$200.00
G W SCHOOL SUPPLY	0435	753013	030	7090	\$200.00
G W SCHOOL SUPPLY	0435	753015	030	7090	\$200.00

G W SCHOOL SUPPLY	0435	753016	030	7090	\$200.00
G W SCHOOL SUPPLY	0435	753017	030	7090	\$200.00
G W SCHOOL SUPPLY	0435	753042	030	0643	\$250.00
G W SCHOOL SUPPLY	0435	753045	030	7090	\$200.00
G W SCHOOL SUPPLY	0440	751409	030	7090	\$150.00
G W SCHOOL SUPPLY	0475	753065	030	7091	\$500.00
G W SCHOOL SUPPLY	0500	751767	030	0110	\$200.00
G W SCHOOL SUPPLY	0500	752328	060	6500	\$200.00
G W SCHOOL SUPPLY	0500	752716	060	6500	\$200.00
G W SCHOOL SUPPLY	0500	753171	060	6500	\$200.00
G W SCHOOL SUPPLY	0510	744070	030	7090	\$5,000.00
G W SCHOOL SUPPLY	0510	753472	060	3010	\$3,800.00
G W SCHOOL SUPPLY	0530	752494	060	6500	\$78.00
G W SCHOOL SUPPLY	0535	751368	030	0110	\$150.00
G W SCHOOL SUPPLY	0535	751567	030	0110	\$200.00
G W SCHOOL SUPPLY	0535	752348	030	0110	\$100.00
G W SCHOOL SUPPLY	0535	752349	030	0110	\$250.00
G W SCHOOL SUPPLY	0535	752350	030	0110	\$250.00
G W SCHOOL SUPPLY	0535	752490	030	0110	\$100.00
G W SCHOOL SUPPLY	0535	752719	030	0110	\$250.00
G W SCHOOL SUPPLY	0567	740657	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0701	751301	060	3210	\$750.00
G W SCHOOL SUPPLY	0701	751302	060	3210	\$750.00
G W SCHOOL SUPPLY	0701	751303	060	3210	\$1,000.00
G W SCHOOL SUPPLY	0701	751408	060	3210	\$738.00
G W SCHOOL SUPPLY	0727	752137	060	3210	\$250.00
G W SCHOOL SUPPLY	0727	752401	060	3210	\$300.00
G W SCHOOL SUPPLY	0785	751760	060	6500	\$210.17
G W SCHOOL SUPPLY	0791	753327	060	2600	\$1,200.00
G W SCHOOL SUPPLY	0796	753469	060	3210	\$1,000.00
G W SCHOOL SUPPLY	0852	753471	030	0500	\$500.00
G W SCHOOL SUPPLY	0895	TA221079338	030	0112	\$515.00
G W SCHOOL SUPPLY	1005	751201	060	3010	\$500.00
G W SCHOOL SUPPLY	1060	751455	030	7394	\$100.00
G W SCHOOL SUPPLY	1135	751557	060	3010	\$300.00
G W SCHOOL SUPPLY	1325	753270	030	0192	\$500.00
G W SCHOOL SUPPLY	1365	753166	030	0192	\$222.00
G W SCHOOL SUPPLY	1420	753062	060	3010	\$400.00
G W SCHOOL SUPPLY	1460	751202	060	3010	\$960.00
G W SCHOOL SUPPLY	1495	751428	060	3010	\$206.87
G W SCHOOL SUPPLY	1500	752336	030	0192	\$75.00
GANDER PUBLISHING	0135	752700	030	7090	\$2,556.13
GARABEDIAN, JODIE	0240	752740	030	0171	\$424.81
GARZA'S CATERING SERVICE	0395	753446	030	0125	\$2,500.00
GC BUILDERS	1145	752895	350	0917	\$9,350.00
GC BUILDERS	1145	753348	350	0912	\$9,875.00
GC BUILDERS	1175	751798	350	0917	\$2,875.00

GC BUILDERS	1421	752893	350	0917	\$320.10
GEIGER, DBA GEIGER BROS.	0237	751846	060	6500	\$2,874.58
GEIGER, DBA GEIGER BROS.	0552	751847	030	0133	\$500.01
GEIGER, DBA GEIGER BROS.	0552	751847	030	0172	\$151.81
GEIL ENTERPRISES, INC.	0885	753028	030	0140	\$302.40
GEIL ENTERPRISES, INC.	0885	753030	030	0140	\$302.40
GEIL ENTERPRISES, INC.	1235	750160	350	0917	\$9,000.00
GLACIER REFRIGERATION & AIR, INC.	0725	752747	030	0172	\$5,000.00
GLOBAL DATEBOOKS	0370	751540	030	7090	\$1,457.55
GLOBAL DATEBOOKS	0422	751820	030	7090	\$1,084.07
GLOBAL DATEBOOKS	0430	751334	030	7090	\$1,454.65
GLOBAL DATEBOOKS	0535	751226	030	7090	\$270.33
GLOBAL DATEBOOKS	0535	751226	060	3010	\$1,621.41
GLOBAL PAYMENTS, INC.	0145	752659	030	0172	\$373.00
GOLD GULCH ADVENTURES	0305	753405	080	8210	\$100.00
GOLD GULCH ADVENTURES	0305	753539	080	8210	\$1,676.00
GOLD STAR FOODS, INC.	1910	751523	130	5310	\$9,147.84
GOLF CAR CENTRAL SERVICE	0340	751616	030	7090	\$1,575.00
GOLF CAR CENTRAL SERVICE	0445	753022	030	7090	\$4,500.00
GONZALEZ ARCHITECTS, INC.	1250	608119	350	0913	\$5,150.00
GOPHER	0005	751583	030	0113	\$933.25
GOPHER	0010	753480	030	0115	\$989.48
GOPHER	0185	751837	030	0125	\$1,671.00
GOPHER	0185	752877	030	0125	\$1,178.49
GOPHER	0208	751906	030	7090	\$1,076.22
GOPHER	0208	752791	030	0171	\$1,506.88
GOPHER	0208	752880	060	6010	\$781.03
GOPHER	0235	753379	030	0125	\$2,029.58
GOPHER	0445	751141	030	0172	\$3,468.62
GOPHER	0510	753479	030	7090	\$424.33
GOPHER	0565	752368	030	0172	\$350.09
GOPHER	0565	752468	030	0172	\$432.23
GOPHER	1060	752657	030	0752	\$84.77
GOPHER	1140	752115	030	0752	\$688.45
GOPHER	1578	753124	350	0912	\$6,348.79
GOPHER SPORT	0315	751773	030	7099	\$3,372.02
GOTTSCHALK MUSIC CENTER	0235	753410	030	0125	\$279.23
GOTTSCHALK MUSIC CENTER	0235	753413	030	0125	\$815.88
GOTTSCHALK MUSIC CENTER	0235	753414	030	0125	\$433.39
GOTTSCHALK MUSIC CENTER	0455	753415	030	7091	\$1,506.07
GOTTSCHALK MUSIC CENTER	0727	752462	060	3210	\$4,702.39
GOTTSCHALK MUSIC CENTER	0727	752465	060	3210	\$6,469.58
GOTTSCHALK MUSIC CENTER	0727	752746	030	0168	\$1,876.45
GOTTSCHALK MUSIC CENTER	0727	752748	030	0168	\$285.00
GRADUATE SERVICES, LTD	0055	753508	030	0172	\$3,500.00
GRADUATE SERVICES, LTD	0125	753108	030	7090	\$4,876.57
GRADUATE SERVICES, LTD	0335	753109	030	7090	\$1,867.32

GRADUATE SERVICES, LTD	0395	753340	030	7099	\$442.60
GRADUATE SERVICES, LTD	0421	752634	030	0172	\$1,332.00
GRAINGER, INC.	0100	751775	060	3010	\$3,063.30
GRAINGER, INC.	0895	751787	030	0716	\$3,682.48
GRAINGER, INC.	1910	752777	130	5310	\$62.63
GRANLIBAKKEN RESORT	0700	752934	030	0144	\$1,938.40
GRAPHIC COMMUNICATION	1891	752620	030	0716	\$206.25
GRAPHIC COMMUNICATION	1891	752997	030	0716	\$1,720.00
GRAYBAR ELECTRIC, INC.	1005	753188	350	0913	\$753.55
GRAYBAR ELECTRIC, INC.	1561	752393	350	0917	\$1,774.29
GRAYLIFT/CROMER EQUIPMENT	0897	751853	030	0716	\$2,280.41
GRAYLIFT/CROMER EQUIPMENT	0897	753211	030	0716	\$2,234.00
GROUND CONTROL SYSTEMS	0230	752942	030	0171	\$4,101.98
HARCOURT OUTLINES, INC.	0208	751894	030	7090	\$993.15
HARCOURT OUTLINES, INC.	0370	752342	030	7099	\$3,007.95
HARVARD HOUSE	0105	752312	030	7090	\$2,810.31
HAWTHORNE EDUCATIONAL SERVICES	0770	751174	030	0648	\$424.73
HD SUPPLY FACILITIES MAINTENANCE, LTD	1561	753261	350	0917	\$658.12
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	752896	030	0716	\$9,106.17
HEADMASTER, LLP	0710	751469	060	6388	\$325.00
HEC READING HORIZONS	0135	751178	060	6500	\$103.66
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0320	752684	030	0110	\$50.00
HEWITT'S RESTAURANT	0190	752914	030	7140	\$500.00
HEWITT'S RESTAURANT	0235	740939	030	7090	\$1,200.00
HEWITT'S RESTAURANT	0325	740670	030	7090	\$400.00
HEWITT'S RESTAURANT	0355	752125	030	0113	\$1,553.74
HEWITT'S RESTAURANT	0395	744620	030	0125	\$2,500.00
HEWITT'S RESTAURANT	0415	753178	030	0114	\$2,000.00
HEWITT'S RESTAURANT	0655	752845	030	0675	\$3,300.00
HEWITT'S RESTAURANT	0725	753516	030	0172	\$500.00
HEWITT'S RESTAURANT	0727	749799	030	0168	\$500.00
HEWITT'S RESTAURANT	0852	753490	030	0679	\$1,000.00
HEWITT'S RESTAURANT	0930	751311	030	0720	\$210.47
HL CORPORATION	0235	751436	030	0172	\$214.73
HL CORPORATION	0235	752548	030	0172	\$253.74
HL CORPORATION	0395	751143	030	0172	\$305.83
HOFFMAN ELECTRONIC SYSTEMS	1030	751664	350	0917	\$4,729.52
HOFFMAN ELECTRONIC SYSTEMS	1075	751690	350	0917	\$6,343.82
HOFFMAN ELECTRONIC SYSTEMS	1270	751663	350	0917	\$4,729.52
HOFFMAN ELECTRONIC SYSTEMS	1430	751692	350	0917	\$9,642.61
HOME DEPOT	0237	751991	030	0133	\$202.33
HOME DEPOT	0395	752457	030	0125	\$1,652.29
HOME DEPOT	1895	749271	030	0717	\$193.85
HONORS GRADUATION, LLC	0710	751628	030	0152	\$1,424.45
HORN SHOP THE	1400	743167	030	7394	\$500.00
HOSA, INC.	0710	751338	030	0152	\$710.00
HOSA, INC.	0710	752709	030	0152	\$800.00

HUNGRY HOWIE'S	0700	752514	030	0144	\$500.00
IDEAL SAW WORKS	0710	753212	060	6388	\$6,046.85
IDSVOOG, AMY	0730	752738	030	0656	\$405.00
IDSVOOG, AMY	0730	753366	030	0656	\$247.62
ILLUMINATE EDUCATION	0852	752579	060	3010	\$1,007.48
IMAGE 2000	0565	741051	030	7090	\$100.00
IMAGE MATTERS, INC.	0215	752853	030	0172	\$696.35
IMEG CORPORATION	1415	549363	350	0917	\$7,440.00
INDUSTRIAL CASTER & WHEEL	1910	741838	130	5310	\$500.00
INGRAHAM TROPHIES	0385	752370	030	0171	\$1,875.00
INGRAHAM TROPHIES	0395	753358	030	0172	\$721.87
INNER SUN, INC.	0812	752952	030	0137	\$4,789.99
INNOVATION COMMERCIAL FLOORING	0919	752161	060	8150	\$6,444.88
INSECT LORE PRODUCTS	0155	752937	080	8210	\$101.03
INSECT LORE PRODUCTS	0225	752712	030	7090	\$268.91
INSECT LORE PRODUCTS	0430	752584	030	7091	\$171.42
INSECT LORE PRODUCTS	0480	751313	030	0171	\$158.40
INTEGRATED FOOD SERVICE	1910	753450	130	5310	\$7,450.00
INTERNATIONAL BACCALAUREATE	0185	751652	060	3010	\$1,488.00
INTERNATIONAL BACCALAUREATE	0185	751818	060	3010	\$1,488.00
INTERNATIONAL GREENHOUSE CO.	0710	753055	060	6388	\$4,106.64
IRON MOUNTAIN	0880	741524	670	0841	\$485.20
IRON MOUNTAIN	0880	741524	680	0851	\$485.20
IRON MOUNTAIN	0880	741524	690	0861	\$499.89
ISAI VERDUZCO BARAJAS, DBA C&N PHOTOBOOTHS	0235	753333	030	0171	\$739.23
ISLAND WATERPARK, THE	0225	752739	030	7090	\$524.17
IWCF	0880	751219	690	0861	\$375.00
J & E RESTAURANT SUPPLY, INC.	1910	752507	130	5310	\$1,543.99
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0155	752421	030	0113	\$1,690.26
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0305	752128	030	0643	\$1,300.20
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0440	748764	030	0114	\$50.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0440	748802	030	7090	\$117.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0455	752613	030	7099	\$1,225.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0455	753181	030	7091	\$1,301.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0575	752134	030	7090	\$537.42
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0575	753483	030	7090	\$537.42
J. TAYLOR EDUCATION, INC.	0700	751220	030	0144	\$2,640.00
J. TAYLOR EDUCATION, INC.	0700	752157	030	0144	\$529.10
J.W. PEPPER & SONS, INC.	1060	753330	030	7394	\$500.00
J.M. SMUCKER, LLC	1910	752669	130	5310	\$4,365.81
J.T.M. FOOD GROUP	1910	753452	130	5310	\$9,240.00
J.T.M. FOOD GROUP	1910	753453	130	5310	\$9,796.16
JENNY BANH	0701	751221	060	3210	\$1,000.00
JIMI CAMPILLO	0235	753482	030	0172	\$1,295.76
JITTERS	0095	752840	030	0110	\$350.00
JITTERS	0208	752127	030	0110	\$375.00
JOE'S TREE SERVICE	1920	751491	060	8150	\$8,500.00

JOHN'S INCREDIBLE PIZZA CO.	0030	753399	030	0171	\$245.66
JOHN'S INCREDIBLE PIZZA CO.	0030	753399	030	0181	\$245.67
JOHN'S INCREDIBLE PIZZA CO.	0395	751340	030	0171	\$1,670.77
JOHN'S INCREDIBLE PIZZA CO.	0445	751860	030	7090	\$2,248.50
JONES CLEANING CENTER, INC.	0335	752966	060	722C	\$300.00
JONES CLEANING CENTER, INC.	0710	753246	030	0152	\$100.00
JONES SCHOOL SUPPLY CO.	0150	751620	030	0171	\$1,250.70
JONES SCHOOL SUPPLY CO.	0150	751620	030	0172	\$5,697.66
JONES SCHOOL SUPPLY CO.	0185	751841	030	0125	\$185.33
JONES SCHOOL SUPPLY CO.	0208	752762	030	0110	\$71.36
JONES SCHOOL SUPPLY CO.	0423	753230	030	0643	\$1,271.79
JONES SCHOOL SUPPLY CO.	0450	751543	030	7090	\$2,098.39
JONES SCHOOL SUPPLY CO.	0510	753104	030	7090	\$2,233.00
JONES SCHOOL SUPPLY CO.	0535	753112	030	7099	\$709.90
JORGENSEN BATTERIES, INC.	0185	752950	030	0734	\$900.00
JUNIOR LEAGUE OF FRESNO	0055	752784	030	0172	\$250.00
JUNIOR LEAGUE OF FRESNO	0145	751584	030	0172	\$250.00
JUNIOR LEAGUE OF FRESNO	0235	752781	030	0172	\$250.00
JUNIOR LEAGUE OF FRESNO	0335	752887	030	0172	\$250.00
JUNIOR LEAGUE OF FRESNO	0395	751817	030	0125	\$250.00
JUNIOR LIBRARY GUILD	0235	744200	030	0625	\$1,272.83
JUNIOR LIBRARY GUILD	0417	751425	030	0625	\$1,172.12
KAPLAN EARLY LEARNING	0765	751659	030	0188	\$8,524.12
KAPLAN EARLY LEARNING	0765	751661	030	0188	\$2,075.80
KAPLAN EARLY LEARNING	1160	752059	030	0752	\$304.10
KEISHA L. BURNETT	0701	748351	060	5827	\$4,805.57
KEISHA L. BURNETT	0701	748351	060	5828	\$2,402.43
KEISHA L. BURNETT	0710	752163	060	6388	\$8,002.50
KEISHA L. BURNETT	0710	752164	060	6388	\$9,355.50
KEISHA L. BURNETT	0710	753408	060	3550	\$2,970.00
KELLY SPICERS, INC.	0395	751442A	030	0125	\$250.00
KELVIN LP	0208	751922	030	0110	\$800.45
KENNEL BOOK STORE	0710	752483	060	9073	\$8,000.00
KENT H. LANDSBERG	0897	752788	030	0716	\$4,105.00
KIKKU JAPANESE	0421	750715	030	0125	\$300.00
KIND, INC.	0758	752858	060	7803	\$5,000.00
KINGSBURG HIGH SCHOOL	0055	752369	030	0172	\$400.00
KINGSBURG HIGH SCHOOL	0235	752728	030	0172	\$240.00
KLEIN EDUCATIONAL SYSTEMS	1185	752854	030	0155	\$4,803.00
KLEIN EDUCATIONAL SYSTEMS	1185	752854	350	0913	\$1,197.00
K-LOG, INC.	0420	751776	030	7090	\$3,260.36
K-LOG, INC.	0420	751777	030	7090	\$3,827.36
K-LOG, INC.	0420	751778	030	7090	\$2,509.42
KNORR SYSTEMS, INC.	0919	740476	060	8150	\$6,000.00
KNORR SYSTEMS, INC.	0919	753396	060	8150	\$7,598.99
KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0055	753526	030	0125	\$1,760.00
KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0575	752927	030	7090	\$500.00

KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0791	753525	060	2600	\$1,200.00
KRAZAN & ASSOC.	1415	694892	350	0917	\$3,435.00
KUTA SOFTWARE, LLC	0185	752263	030	0125	\$832.00
LA IMPERIAL TAQUERIA	0230	752291	030	0124	\$1,300.20
LA IMPERIAL TAQUERIA	0230	752303	030	0124	\$1,300.20
LA IMPERIAL TAQUERIA	0240	751581	030	7090	\$2,600.40
LA TORTA	0850	746132	030	0681	\$300.00
LAKELAND HOLDINGS, LLC, DBA USA STUDENT TRAVEL	0725	751129	030	0175	\$1,236.00
LAKELAND HOLDINGS, LLC, DBA USA STUDENT TRAVEL	0725	752308	030	0175	\$3,010.00
LAKESHORE LEARNING MATERIALS	0005	753132	030	0113	\$1,320.43
LAKESHORE LEARNING MATERIALS	0015	751788	030	7090	\$477.67
LAKESHORE LEARNING MATERIALS	0020	751278	030	7090	\$3,866.19
LAKESHORE LEARNING MATERIALS	0020	751786	030	7090	\$3,472.30
LAKESHORE LEARNING MATERIALS	0020	751943	030	7090	\$2,629.74
LAKESHORE LEARNING MATERIALS	0095	752696	030	7090	\$272.85
LAKESHORE LEARNING MATERIALS	0095	752704	030	7090	\$327.73
LAKESHORE LEARNING MATERIALS	0095	752707	030	7090	\$327.82
LAKESHORE LEARNING MATERIALS	0095	752898	030	7090	\$209.64
LAKESHORE LEARNING MATERIALS	0150	752488	030	0110	\$182.31
LAKESHORE LEARNING MATERIALS	0155	752407	030	0113	\$688.09
LAKESHORE LEARNING MATERIALS	0155	753507	060	3010	\$1,077.18
LAKESHORE LEARNING MATERIALS	0175	752395	030	0113	\$768.80
LAKESHORE LEARNING MATERIALS	0208	751909	030	7090	\$1,125.42
LAKESHORE LEARNING MATERIALS	0225	752001	030	7090	\$1,181.13
LAKESHORE LEARNING MATERIALS	0270	751792	030	0113	\$219.97
LAKESHORE LEARNING MATERIALS	0285	752541	060	3010	\$174.13
LAKESHORE LEARNING MATERIALS	0285	752571	060	6500	\$178.19
LAKESHORE LEARNING MATERIALS	0290	753136	030	0113	\$627.29
LAKESHORE LEARNING MATERIALS	0330	752138	030	7090	\$122.19
LAKESHORE LEARNING MATERIALS	0330	752139	030	7090	\$61.10
LAKESHORE LEARNING MATERIALS	0435	752331	060	7425	\$1,201.53
LAKESHORE LEARNING MATERIALS	0435	752678	030	7091	\$2,382.98
LAKESHORE LEARNING MATERIALS	0490	752819	060	6500	\$188.32
LAKESHORE LEARNING MATERIALS	0510	751916	030	7090	\$4,266.45
LAKESHORE LEARNING MATERIALS	0535	753226	060	3010	\$203.64
LAKESHORE LEARNING MATERIALS	0535	753228	060	3010	\$734.53
LAKESHORE LEARNING MATERIALS	0565	751955	030	7099	\$362.50
LAKESHORE LEARNING MATERIALS	0567	752061	030	7090	\$9,981.09
LAKESHORE LEARNING MATERIALS	0700	752235	030	0144	\$2,106.29
LAKESHORE LEARNING MATERIALS	0700	752238	030	0144	\$1,046.57
LAKESHORE LEARNING MATERIALS	0700	753505	060	7422	\$2,957.85
LAKESHORE LEARNING MATERIALS	0701	751150	060	3210	\$767.02
LAKESHORE LEARNING MATERIALS	0701	751151	060	3210	\$1,394.51
LAKESHORE LEARNING MATERIALS	0701	751154	060	3210	\$756.55
LAKESHORE LEARNING MATERIALS	0701	751323	060	3210	\$762.63

LAKESHORE LEARNING MATERIALS	0765	751328	060	7425	\$1,823.10
LAKESHORE LEARNING MATERIALS	0765	751348	060	7425	\$1,823.10
LAKESHORE LEARNING MATERIALS	0765	751354	060	7425	\$1,823.10
LAKESHORE LEARNING MATERIALS	0765	751355	060	7425	\$1,823.10
LAKESHORE LEARNING MATERIALS	0765	751356	060	7425	\$1,823.10
LAKESHORE LEARNING MATERIALS	0765	751358	060	7425	\$1,823.10
LAKESHORE LEARNING MATERIALS	0765	751360	060	7425	\$1,823.10
LAKESHORE LEARNING MATERIALS	0765	751779	120	9076	\$3,770.15
LAKESHORE LEARNING MATERIALS	0765	751780	120	9076	\$1,189.42
LAKESHORE LEARNING MATERIALS	0765	751781	120	9076	\$2,867.76
LAKESHORE LEARNING MATERIALS	0765	751790	120	9076	\$3,842.46
LAKESHORE LEARNING MATERIALS	1470	752140	030	0192	\$500.06
LAKESHORE LEARNING MATERIALS	1895	753227	030	0717	\$1,423.85
LAKESHORE LEARNING MATERIALS	1895	753259	030	0717	\$2,172.44
LAKESHORE LEARNING MATERIALS	1895	753279	030	0717	\$5,076.66
LAKESHORE LEARNING MATERIALS	1895	753287	030	0717	\$2,089.42
LAKESHORE LEARNING MATERIALS	1895	753294	030	0717	\$546.93
LARRY A. LIVERMORE	0105	752599	030	0172	\$1,000.00
LARRY A. LIVERMORE	0423	751190	030	0173	\$763.31
LARSON BROTHERS	0055	751732	030	0172	\$600.00
LAWRENCE TRACTOR COMPANY, INC.	0395	751727A	030	0125	\$9,455.87
LAZ KARP ASSOCIATES, LLC	0850	753210	030	0674	\$1,000.00
LEARNERS EMPOWERED	0130	753032A	030	7090	\$750.00
LEARNING A-Z	0135	703267A	030	7090	\$118.00
LEARNING A-Z	0535	751196	060	3010	\$228.00
LEARNING FORWARD	0700	752036	060	3010	\$53.00
LEARNING RESOURCES, INC.	0060	753419	030	7090	\$454.77
LEARNING RESOURCES, INC.	0435	752582	030	7091	\$103.95
LEARNING RESOURCES, INC.	0700	752241	030	0144	\$142.92
LEARNING WITHOUT TEARS	0370	753222	030	7090	\$1,733.48
LEARNING WITHOUT TEARS	0553	752587	030	7090	\$180.00
LEGO EDUCATION	0887	751994	030	0143	\$7,800.12
LELA'S PIZZERIA, LLC	0550	742028	030	7090	\$600.00
LEMOORE HIGH SCHOOL	0145	752658	030	0172	\$400.00
LEONARDO NICHOLS	0235	751239	030	0172	\$1,500.00
LEONARDO NICHOLS	0235	751458	030	0171	\$1,500.00
LEONARDO NICHOLS	0235	752705	030	0172	\$1,680.87
LEONARDO NICHOLS	0235	753247	030	0172	\$500.00
LEONARDO NICHOLS	0235	753369	030	0173	\$5,650.00
LERNER PUBLISHING GROUP	0445	751801	030	0625	\$734.51
LIBERTY UNIVERSITY, INC.	0701	751842	060	3210	\$5,085.00
LIBRARY STORE, THE	1470	751430	060	3010	\$384.24
LIFETOUCH NATIONAL SCHOOL STUDIOS	0240	752976	030	0171	\$1,393.86
LIFETOUCH NATIONAL SCHOOL STUDIOS	0240	752976	030	0172	\$2,506.14
LIGHTWORKS UNLIMITED, LLC, DBA BACKSTAGE THEATRICAL	0727	751451	030	0167	\$746.19
LILY'S CAFE	0700	743008	030	0606	\$1,000.00

LILY'S CAFE	0701	745715	030	0193	\$600.00
LINKA CORPORATION	0045	752631	030	0110	\$614.70
LINKA CORPORATION	0055	753517	030	7090	\$1,105.00
LINKA CORPORATION	0055	753517	030	7099	\$595.00
LINKA CORPORATION	0208	752117	030	0110	\$540.00
LINKA CORPORATION	0421	752419	030	0125	\$400.00
LINKA CORPORATION	0485	751320	030	0111	\$708.00
LINKA CORPORATION	0567	748942	030	7099	\$300.00
LIVE ACTION SAFETY 7	0710	751730	060	6388	\$3,292.14
LIVE SCAN FINGERPRINTING, INC.	0710	751560	060	6388	\$2,250.00
LOERA, NYDIA	0370	752511	030	0110	\$35.68
LOWE'S	0055	746165	070	0761	\$500.00
LOWE'S	0055	752316	030	0181	\$1,500.00
LOWE'S	0102	752313	030	0171	\$1,337.02
LOWE'S	0130	752024	030	0640	\$5,000.00
LOWE'S	0145	752023	030	7099	\$2,500.00
LOWE'S	0145	753099	030	7099	\$2,000.00
LOWE'S	0145	753102	030	7099	\$500.00
LOWE'S	0185	751520	060	4124	\$602.64
LOWE'S	0185	751900	030	0171	\$200.00
LOWE'S	0185	751951	060	4124	\$770.40
LOWE'S	0185	751953	060	4124	\$477.16
LOWE'S	0185	753316	030	0734	\$900.00
LOWE'S	0200	747598	030	7090	\$1,400.00
LOWE'S	0215	753194	030	0734	\$328.19
LOWE'S	0235	752294	030	7090	\$1,500.00
LOWE'S	0235	753105	030	7090	\$1,500.00
LOWE'S	0310	751649	030	0110	\$800.00
LOWE'S	0330	753295	030	0172	\$200.00
LOWE'S	0335	752304	060	722B	\$500.00
LOWE'S	0420	753314	030	0111	\$692.36
LOWE'S	0421	752022	030	7090	\$1,100.00
LOWE'S	0421	753106	030	0125	\$200.00
LOWE'S	0421	753303	030	0125	\$300.00
LOWE'S	0430	753299	030	7091	\$1,500.00
LOWE'S	0475	753311	030	0624	\$1,000.00
LOWE'S	0480	752026	030	7090	\$94.70
LOWE'S	0480	752039	030	7090	\$378.14
LOWE'S	0567	751479	030	7090	\$150.00
LOWE'S	0575	753313	030	0734	\$328.76
LOWE'S	0710	746155	030	0152	\$500.00
LOWE'S	0710	751487	060	6388	\$486.71
LOWE'S	0710	752240	060	6388	\$9,900.85
LOWE'S	0727	752014	060	3210	\$300.00
LOWE'S	0727	753095	060	3210	\$300.00
LOWE'S	0727	753304	060	3210	\$300.00
LOWE'S	0790	751509	060	6010	\$323.97

LOWE'S	0796	751877	030	0667	\$471.01
LOWE'S	0796	752309	030	0667	\$380.30
LOWE'S	0887	752305	030	0143	\$1,500.00
LOWE'S	0895	751785	030	0716	\$275.64
LOWE'S	0897	751505	030	0716	\$113.16
LOWE'S	0919	751662	060	8150	\$4,591.14
LOWE'S	1400	744481	030	7394	\$55.00
LRP PUBLICATIONS CONFERENCE	0887	751527	030	0140	\$6,000.00
LUNA PIZZERIA & ITALIAN REST.	0455	744627	030	0115	\$100.00
MACGILL, WILLIAM V. & CO.	1578	753219	350	0912	\$172.33
MACGILL, WILLIAM V. & CO.	1578	753221	350	0912	\$184.00
MACIEL, RACHAEL	0125	752513	030	0124	\$181.77
MAD ILLUSTRATORS	0305	752374	030	0172	\$282.35
MAD ILLUSTRATORS	0440	751988	030	0171	\$229.70
MAMA MIA PIZZERIA	0120	753513	030	7090	\$935.71
MARGARET HUDSON EARTH ARTS STUDIO	0045	752515	030	7091	\$380.00
MARIACHI CONNECTION INC.,THE	0335	751446	060	4124	\$3,284.63
MARIACHI CONNECTION INC.,THE	0400	751531	030	7394	\$418.77
MARIACHI CONNECTION INC.,THE	0510	751734	080	8210	\$711.19
MARIN SUN FARMS, INC.	1910	752261	130	5310	\$1,921.30
MARIPOSA MUSEUM & HISTORY CENTER	0725	751720	030	0173	\$888.75
MARIPOSA MUSEUM & HISTORY CENTER	0725	751721	030	0173	\$587.13
MARIPOSA MUSEUM & HISTORY CENTER	0725	751722	030	0173	\$829.88
MARIPOSA MUSEUM & HISTORY CENTER	0725	751723	030	0173	\$545.19
MARIPOSA MUSEUM & HISTORY CENTER	0725	751816	030	0173	\$1,306.52
MARIPOSA MUSEUM & HISTORY CENTER	0725	752106	030	0173	\$829.88
MARIPOSA MUSEUM & HISTORY CENTER	0725	752618	030	0173	\$444.38
MARIPOSA MUSEUM & HISTORY CENTER	0725	753131	030	0173	\$429.60
MARISCOS COLIMA	0070	750261	030	7090	\$1,000.00
MARISCOS COLIMA	0340	752247	030	0110	\$1,000.00
MARISCOS COLIMA	0460	748258	030	7099	\$950.00
MARISCOS COLIMA	0465	753165	030	7099	\$1,700.00
MARISCOS COLIMA	0485	751324	030	0111	\$920.00
MARISCOS COLIMA	0567	752050	030	7099	\$800.00
MARKERBOARD PEOPLE INC., THE	0421	753296	030	7090	\$195.03
MASCOT JUNCTION, INC.	0285	751444	030	0171	\$1,704.89
MASCOT JUNCTION, INC.	0285	751549	030	0172	\$2,712.00
MASON CREST PUBLISHERS	0235	751346	030	0625	\$575.75
MAYSON ACE HARDWARE	0710	752426	060	6388	\$750.00
MC GRAW-HILL EDUCATION, INC.	0225	751423	060	6500	\$213.42
MC GRAW-HILL EDUCATION, INC.	0325	751198	030	7099	\$1,139.13
MC GRAW-HILL EDUCATION, INC.	0330	753301	030	7090	\$38.05
MC GRAW-HILL EDUCATION, INC.	0330	753301	060	6500	\$199.69
MCCOY TALENT GALLERY	0790	752725	060	7425	\$8,643.00
MCCULLEY, WENDY	0850	752667	030	0681	\$179.97
MCKESSON MEDICAL-SURGICAL	0421	751578	030	7090	\$401.55
MCKESSON MEDICAL-SURGICAL	0710	751604	060	6388	\$1,547.98

MCKESSON MEDICAL-SURGICAL	0730	742384A	060	9017	\$97.58
MEAT MARKET, INC. THE	0228	752607	030	0644	\$866.26
MEDCO SUPPLY CO., INC	0395	751839	030	7090	\$4,365.87
MEDCO SUPPLY CO., INC	0395	751858	030	7090	\$97.37
MEDITERRANEAN GRILL	0025	751085	030	0110	\$1,000.00
MEDITERRANEAN GRILL	0055	748038	030	7099	\$2,800.00
MEDITERRANEAN GRILL	0567	748941	030	7099	\$500.00
MEDITERRANEAN GRILL	0701	742332	030	0193	\$900.00
MEGA-PRINTS, INC.	0055	753031	030	7099	\$5,300.00
MEGA-PRINTS, INC.	0445	752371	030	0115	\$3,500.00
ME-N-ED'S, INC.	0015	753170	030	0172	\$300.00
ME-N-ED'S, INC.	0015	753200	030	7099	\$500.00
ME-N-ED'S, INC.	0120	747136	030	0110	\$1,000.00
ME-N-ED'S, INC.	0130	747807	030	0173	\$500.00
ME-N-ED'S, INC.	0130	753512	030	0173	\$550.00
ME-N-ED'S, INC.	0135	742254	030	7091	\$500.00
ME-N-ED'S, INC.	0230	746098	030	0171	\$500.00
ME-N-ED'S, INC.	0235	751544	030	0171	\$300.00
ME-N-ED'S, INC.	0335	752832	030	0172	\$1,000.00
ME-N-ED'S, INC.	0355	751538	030	0171	\$650.00
ME-N-ED'S, INC.	0355	751563	030	7091	\$1,000.00
ME-N-ED'S, INC.	0395	741444	060	722D	\$800.00
ME-N-ED'S, INC.	0395	752947	030	7140	\$110.00
ME-N-ED'S, INC.	0423	743989	030	7090	\$500.00
ME-N-ED'S, INC.	0530	752945	030	7099	\$1,000.00
ME-N-ED'S, INC.	0700	753514	030	0144	\$720.00
ME-N-ED'S, INC.	0710	740574	030	0152	\$900.00
ME-N-ED'S, INC.	0710	752946	030	0152	\$1,000.00
ME-N-ED'S, INC.	0727	749548	030	0168	\$200.00
ME-N-ED'S, INC.	0755	752773	030	0176	\$500.00
ME-N-ED'S, INC.	0791	753527	060	2600	\$1,000.00
MERCED CO.OFFICE OF ED.	0725	751121	030	0173	\$7,537.50
MERCED HIGH SCHOOL	0185	753236	030	0172	\$325.00
METEOR EDUCATION, LLC	0010	751585	030	0625	\$6,368.24
METEOR EDUCATION, LLC	0123	751392	030	0625	\$4,783.07
METEOR EDUCATION, LLC	0335	752463	060	3010	\$8,179.36
METEOR EDUCATION, LLC	0421	751396	030	7090	\$2,828.93
METEOR EDUCATION, LLC	0430	751791	030	7099	\$6,549.61
METEOR EDUCATION, LLC	0440	751589	030	7090	\$7,380.33
METEOR EDUCATION, LLC	0758	751395	030	7091	\$934.52
MICHAEL COLE ELECTRIC	0320	746493	030	7090	\$350.00
MICHAEL'S STORES	0105	753094	030	0625	\$761.39
MING HO KITCHEN	0567	752931	030	7099	\$2,000.00
MIRACLE PLAYSYSTEMS, INC.	0919	751666	060	8150	\$1,055.19
MIRACLE PLAYSYSTEMS, INC.	0919	752355	060	8150	\$3,316.12
MISSION SPRINGS CAMPS & CONFERENCE CTR., INC.	0725	752884	030	0173	\$7,718.00

MONARCH SCREEN PRINTING	0421	752654	030	0172	\$539.85
MORPHY AWARDS AND SPORTSWEAR	0395	752440	030	0172	\$188.51
MORRO BAY HIGH SCHOOL	0235	751215	030	0172	\$450.00
MOTHERLAND MUSIC, DBA MOTHERLAND MUSIC	0790	752144	060	7425	\$9,474.84
MUSIC THEATRE INTERNATIONAL	0727	751807	030	0167	\$2,650.00
MUSSON THEATRICAL	0727	753447	030	0167	\$5,569.31
NAGC/NATIONAL ASSOC. FOR GIFTED CHILDREN	0700	752173	030	0144	\$6,995.00
NAGC/NATIONAL ASSOC. FOR GIFTED CHILDREN	0852	752694	030	0679	\$629.00
NARDONE BROTHERS BAKING COMPANY, INC.	1910	753432	610	5310	\$7,938.00
NASCO EDUCATION, LLC	0095	752811	030	7090	\$229.97
NASCO EDUCATION, LLC	0165	752807	060	6500	\$191.73
NASCO EDUCATION, LLC	0185	751134	030	0125	\$73.83
NASCO EDUCATION, LLC	0185	752352	030	0125	\$116.57
NASCO EDUCATION, LLC	0421	753128	030	7090	\$205.27
NASCO EDUCATION, LLC	0565	752399	030	0110	\$61.65
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	747901	060	3550	\$9.00
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	752595	060	6388	\$684.00
NATIONAL RESTAURANT ASSOC.	1910	752053	130	5310	\$1,262.42
NEFF COMPANY	0185	751840	030	0125	\$318.59
NICK'S CUSTOM GOLF CARS	0105	753381	030	0115	\$1,300.00
NICK'S CUSTOM GOLF CARS	0365	749948	030	0172	\$185.00
NICK'S CUSTOM GOLF CARS	0430	753394	030	0172	\$1,819.92
NORMAN S. WRIGHT - DUCKWORTH	0919	753107	060	8150	\$7,292.50
NORTHERN REGIONAL TESTING CENTER	0670	751210	110	3555	\$2,280.00
NORTHERN REGIONAL TESTING CENTER	0670	753300	110	3555	\$1,540.00
NSPRA	0860	751975	030	0693	\$685.00
NSPRA	0860	752114	030	0693	\$685.00
NVB EQUIPMENT, INC.	0553	752080	060	3182	\$4,098.48
ODELL PLANNING & RESEARCH, INC.	1905	751737	250	9016	\$7,950.00
OFFICE DEPOT	0005	OD000043246	030	7090	\$4,678.00
OFFICE DEPOT	0005	OD000043866	030	0113	\$302.00
OFFICE DEPOT	0005	OD000044608	030	0113	\$632.00
OFFICE DEPOT	0005	OD000044729	030	0734	\$274.11
OFFICE DEPOT	0005	OD000044740	030	0113	\$651.00
OFFICE DEPOT	0005	OD000044741	030	0113	\$540.00
OFFICE DEPOT	0010	OD000043363	030	7090	\$2,000.00
OFFICE DEPOT	0010	OD000043629	030	0171	\$500.00
OFFICE DEPOT	0010	OD000044757	030	0625	\$2,000.00
OFFICE DEPOT	0030	OD000043275	030	0115	\$1,000.00
OFFICE DEPOT	0030	OD000044346	030	0625	\$268.54
OFFICE DEPOT	0035	OD000044666	030	7091	\$297.91
OFFICE DEPOT	0055	OD000044568	030	0181	\$4,000.00
OFFICE DEPOT	0055	OD000044626	060	6500	\$200.00
OFFICE DEPOT	0055	OD000044627	060	6500	\$200.00
OFFICE DEPOT	0055	OD000044654	060	6500	\$200.00

OFFICE DEPOT	0055	OD000044655	030	0125	\$700.00
OFFICE DEPOT	0055	OD000044758	060	6500	\$200.00
OFFICE DEPOT	0055	OD000044759	030	0125	\$1,700.00
OFFICE DEPOT	0055	OD000044760	030	0181	\$2,000.00
OFFICE DEPOT	0060	OD000044559	030	0625	\$440.24
OFFICE DEPOT	0060	OD000044590	030	0110	\$552.57
OFFICE DEPOT	0060	OD000044592	030	7090	\$269.79
OFFICE DEPOT	0075	OD000044742	060	6500	\$300.00
OFFICE DEPOT	0098	OD000044325	030	2430	\$1,400.00
OFFICE DEPOT	0098	OD000044728	030	0625	\$3,164.00
OFFICE DEPOT	0100	OD000043285	030	7090	\$4,000.00
OFFICE DEPOT	0100	OD000044565	030	7140	\$429.81
OFFICE DEPOT	0100	OD000044594	030	7090	\$539.02
OFFICE DEPOT	0102	OD000044659	030	7091	\$1,724.00
OFFICE DEPOT	0105	OD000044642	030	0172	\$2,000.00
OFFICE DEPOT	0120	OD000043368	030	7099	\$2,500.00
OFFICE DEPOT	0135	OD000044079	030	7090	\$3,000.00
OFFICE DEPOT	0145	OD000044569	030	7099	\$3,000.00
OFFICE DEPOT	0145	OD000044570	030	7099	\$1,000.00
OFFICE DEPOT	0145	OD000044623	030	7099	\$1,695.46
OFFICE DEPOT	0145	OD000044633	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044634	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044635	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044636	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044637	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044648	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044649	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044650	030	7099	\$2,000.00
OFFICE DEPOT	0145	OD000044651	030	7099	\$350.00
OFFICE DEPOT	0145	OD000044701	030	7099	\$1,930.00
OFFICE DEPOT	0155	OD000044251	030	0113	\$380.00
OFFICE DEPOT	0155	OD000044610	030	0113	\$1,232.55
OFFICE DEPOT	0155	OD000044669	030	0113	\$192.55
OFFICE DEPOT	0165	OD000044670	030	7090	\$143.59
OFFICE DEPOT	0165	OD000044672	030	7090	\$972.72
OFFICE DEPOT	0170	OD000043086	030	0115	\$1,362.00
OFFICE DEPOT	0170	OD000044561	030	7091	\$324.00
OFFICE DEPOT	0175	OD000044135	030	7090	\$1,000.00
OFFICE DEPOT	0175	OD000044580	030	0113	\$1,093.00
OFFICE DEPOT	0175	OD000044581	030	0113	\$793.00
OFFICE DEPOT	0175	OD000044582	030	0113	\$531.00
OFFICE DEPOT	0175	OD000044583	030	0113	\$325.00
OFFICE DEPOT	0175	OD000044584	030	0113	\$796.98
OFFICE DEPOT	0175	OD000044673	030	0113	\$793.00
OFFICE DEPOT	0175	OD000044744	030	0113	\$793.00
OFFICE DEPOT	0175	OD000044745	030	0113	\$793.00
OFFICE DEPOT	0175	OD000044746	030	0113	\$796.50

OFFICE DEPOT	0175	OD000044747	030	0113	\$1,193.00
OFFICE DEPOT	0175	OD000044748	030	0113	\$1,143.00
OFFICE DEPOT	0175	OD000044749	030	0113	\$990.00
OFFICE DEPOT	0175	OD000044750	030	0113	\$1,593.00
OFFICE DEPOT	0175	OD000044751	030	0113	\$1,093.00
OFFICE DEPOT	0175	OD000044752	030	0113	\$1,400.00
OFFICE DEPOT	0185	OD000044566	030	7140	\$32.49
OFFICE DEPOT	0185	OD000044596	030	0125	\$1,400.00
OFFICE DEPOT	0185	OD000044597	030	0125	\$700.00
OFFICE DEPOT	0188	OD000044599	030	0188	\$519.95
OFFICE DEPOT	0190	OD000043415	030	7140	\$5,000.00
OFFICE DEPOT	0208	OD000044324	030	0110	\$100.00
OFFICE DEPOT	0208	OD000044555	060	6010	\$103.55
OFFICE DEPOT	0208	OD000044558	060	6010	\$103.55
OFFICE DEPOT	0208	OD000044611	030	0110	\$100.00
OFFICE DEPOT	0208	OD000044612	030	0192	\$137.70
OFFICE DEPOT	0208	OD000044613	030	0110	\$77.94
OFFICE DEPOT	0208	OD000044614	030	0110	\$114.50
OFFICE DEPOT	0208	OD000044674	060	6500	\$200.00
OFFICE DEPOT	0208	OD000044675	030	0110	\$225.00
OFFICE DEPOT	0208	OD000044676	030	0110	\$300.00
OFFICE DEPOT	0208	OD000044677	030	0110	\$300.00
OFFICE DEPOT	0208	OD000044678	030	0110	\$100.00
OFFICE DEPOT	0210	OD000044679	060	6500	\$200.00
OFFICE DEPOT	0215	OD000044536	030	7091	\$7,000.00
OFFICE DEPOT	0220	OD000044598	030	7090	\$3,580.40
OFFICE DEPOT	0220	OD000044615	060	3010	\$1,122.00
OFFICE DEPOT	0227	OD000043485	060	3010	\$1,500.00
OFFICE DEPOT	0235	OD000043113	030	7090	\$5,000.00
OFFICE DEPOT	0235	OD000043114	030	7090	\$5,000.00
OFFICE DEPOT	0235	OD000043115	030	0125	\$5,000.00
OFFICE DEPOT	0235	OD000043450	030	0125	\$455.00
OFFICE DEPOT	0235	OD000044573	030	0125	\$644.00
OFFICE DEPOT	0235	OD000044606	030	0125	\$143.00
OFFICE DEPOT	0235	OD000044660	030	0625	\$1,000.00
OFFICE DEPOT	0235	OD000044664	030	0123	\$191.22
OFFICE DEPOT	0235	OD000044682	030	0125	\$644.00
OFFICE DEPOT	0235	OD000044683	030	0181	\$5,000.00
OFFICE DEPOT	0235	OD000044700	030	0125	\$600.00
OFFICE DEPOT	0235	OD000044714	680	0851	\$497.52
OFFICE DEPOT	0240	OD000044571	030	0128	\$3,750.00
OFFICE DEPOT	0241	OD000044149	030	7090	\$3,000.00
OFFICE DEPOT	0250	OD000043076	030	7090	\$5,000.00
OFFICE DEPOT	0250	OD000044616	030	0113	\$827.00
OFFICE DEPOT	0250	OD000044617	030	0113	\$620.00
OFFICE DEPOT	0250	OD000044686	060	7425	\$81.91
OFFICE DEPOT	0260	OD000044576	030	0172	\$500.00

OFFICE DEPOT	0260	OD000044687	060	6500	\$200.00
OFFICE DEPOT	0285	OD000043341	030	0110	\$4,000.00
OFFICE DEPOT	0290	OD000044618	030	0110	\$212.00
OFFICE DEPOT	0290	OD000044619	030	0113	\$1,295.00
OFFICE DEPOT	0290	OD000044620	030	0110	\$347.00
OFFICE DEPOT	0290	OD000044621	030	0110	\$241.00
OFFICE DEPOT	0290	OD000044622	030	0110	\$119.97
OFFICE DEPOT	0290	OD000044622	030	0113	\$254.00
OFFICE DEPOT	0290	OD000044622	060	6500	\$200.03
OFFICE DEPOT	0290	OD000044753	030	0110	\$212.00
OFFICE DEPOT	0290	OD000044754	030	0113	\$400.00
OFFICE DEPOT	0310	OD000043083	030	7090	\$4,000.00
OFFICE DEPOT	0310	OD000044593	030	0113	\$1,320.30
OFFICE DEPOT	0315	OD000044688	060	6500	\$200.00
OFFICE DEPOT	0320	OD000044607	030	7090	\$693.90
OFFICE DEPOT	0320	OD000044706	030	7090	\$1,612.01
OFFICE DEPOT	0330	OD000043092	030	7090	\$4,500.00
OFFICE DEPOT	0330	OD000044539	060	6010	\$706.26
OFFICE DEPOT	0335	OD000043954	030	0125	\$52.45
OFFICE DEPOT	0335	OD000044640	030	0123	\$834.24
OFFICE DEPOT	0335	OD000044721	060	6500	\$2,000.00
OFFICE DEPOT	0355	OD000043256	030	7090	\$300.00
OFFICE DEPOT	0355	OD000044050	030	7090	\$100.00
OFFICE DEPOT	0355	OD000044707	030	7090	\$400.00
OFFICE DEPOT	0355	OD000044717	030	7090	\$200.00
OFFICE DEPOT	0355	OD000044718	030	7090	\$200.00
OFFICE DEPOT	0385	OD000044731	030	7091	\$5,000.00
OFFICE DEPOT	0395	OD000044563	030	0125	\$260.00
OFFICE DEPOT	0395	OD000044595	030	7090	\$2,000.00
OFFICE DEPOT	0395	OD000044602	060	3010	\$1,000.00
OFFICE DEPOT	0395	OD000044630	030	7091	\$455.00
OFFICE DEPOT	0395	OD000044656	030	7140	\$450.00
OFFICE DEPOT	0395	OD000044722	030	7099	\$505.00
OFFICE DEPOT	0395	OD000044723	030	0643	\$1,125.00
OFFICE DEPOT	0395	OD000044724	030	7090	\$5,000.00
OFFICE DEPOT	0410	OD000044732	060	3210	\$150.00
OFFICE DEPOT	0415	OD000044556	030	7090	\$553.68
OFFICE DEPOT	0415	OD000044716	030	7140	\$1,473.82
OFFICE DEPOT	0415	OD000044763	060	3010	\$3,253.64
OFFICE DEPOT	0417	OD000044681	030	0643	\$500.00
OFFICE DEPOT	0420	OD000043527	060	3010	\$2,000.00
OFFICE DEPOT	0420	OD000044734	030	0111	\$150.82
OFFICE DEPOT	0420	OD000044735	060	6500	\$200.00
OFFICE DEPOT	0420	OD000044736	060	6500	\$200.00
OFFICE DEPOT	0421	OD000044662	060	6500	\$158.43
OFFICE DEPOT	0422	OD000044542	030	7090	\$2,000.00
OFFICE DEPOT	0422	OD000044737	060	6500	\$200.00

OFFICE DEPOT	0423	OD000043035	030	0115	\$500.00
OFFICE DEPOT	0423	OD000043775	030	7090	\$1,500.00
OFFICE DEPOT	0423	OD000044641	060	6500	\$192.03
OFFICE DEPOT	0423	OD000044643	030	7090	\$770.26
OFFICE DEPOT	0423	OD000044661	030	0625	\$896.42
OFFICE DEPOT	0423	OD000044684	060	6500	\$187.99
OFFICE DEPOT	0423	OD000044710	030	7091	\$1,281.50
OFFICE DEPOT	0423	OD000044711	060	6500	\$179.34
OFFICE DEPOT	0423	OD000044719	060	3182	\$945.12
OFFICE DEPOT	0423	OD000044720	060	3182	\$542.50
OFFICE DEPOT	0423	OD000044727	030	0625	\$140.80
OFFICE DEPOT	0435	OD000043644	030	7090	\$5,000.00
OFFICE DEPOT	0440	OD000043211	030	0115	\$3,000.00
OFFICE DEPOT	0440	OD000044603	030	0625	\$1,500.00
OFFICE DEPOT	0440	OD000044638	030	7090	\$1,000.00
OFFICE DEPOT	0445	OD000043167	030	7090	\$5,000.00
OFFICE DEPOT	0460	OD000044546	060	6500	\$200.00
OFFICE DEPOT	0460	OD000044547	030	0110	\$264.00
OFFICE DEPOT	0460	OD000044548	030	0110	\$300.00
OFFICE DEPOT	0460	OD000044738	030	0110	\$400.00
OFFICE DEPOT	0460	OD000044739	030	0110	\$300.00
OFFICE DEPOT	0470	OD000044551	080	8210	\$500.00
OFFICE DEPOT	0480	OD000044552	030	7099	\$3,124.00
OFFICE DEPOT	0480	OD000044586	060	3010	\$7,550.00
OFFICE DEPOT	0480	OD000044628	030	0110	\$1,282.82
OFFICE DEPOT	0510	OD000043624	030	7091	\$6,428.00
OFFICE DEPOT	0530	OD000044255	030	7091	\$3,000.00
OFFICE DEPOT	0530	OD000044725	030	0110	\$3,000.00
OFFICE DEPOT	0530	OD000044726	060	6500	\$122.00
OFFICE DEPOT	0553	OD000044578	030	7099	\$753.00
OFFICE DEPOT	0565	OD000044658	030	7099	\$144.80
OFFICE DEPOT	0565	OD000044764	060	3010	\$160.74
OFFICE DEPOT	0567	OD000044549	030	0192	\$250.00
OFFICE DEPOT	0567	OD000044591	060	6010	\$343.46
OFFICE DEPOT	0575	OD000044756	030	7090	\$3,000.00
OFFICE DEPOT	0617	OD000043209	060	3010	\$2,000.00
OFFICE DEPOT	0700	OD000043475	060	3010	\$2,500.00
OFFICE DEPOT	0700	OD000043561	030	0144	\$500.00
OFFICE DEPOT	0700	OD000044624	030	0144	\$2,650.00
OFFICE DEPOT	0700	OD000044631	030	0144	\$300.00
OFFICE DEPOT	0700	OD000044632	030	0144	\$620.00
OFFICE DEPOT	0700	OD000044695	060	7422	\$3,000.00
OFFICE DEPOT	0701	OD000044544	060	3210	\$750.00
OFFICE DEPOT	0701	OD000044587	060	3210	\$750.00
OFFICE DEPOT	0701	OD000044588	060	3210	\$750.00
OFFICE DEPOT	0703	OD000043164	030	0606	\$200.00
OFFICE DEPOT	0710	OD000044545	030	0152	\$369.85

OFFICE DEPOT	0710	OD000044554	060	6388	\$652.34
OFFICE DEPOT	0710	OD000044557	060	6388	\$291.01
OFFICE DEPOT	0710	OD000044564	030	0152	\$324.94
OFFICE DEPOT	0710	OD000044574	060	6388	\$1,408.44
OFFICE DEPOT	0710	OD000044575	060	6388	\$269.94
OFFICE DEPOT	0710	OD000044600	030	0152	\$621.89
OFFICE DEPOT	0710	OD000044605	030	0152	\$851.06
OFFICE DEPOT	0710	OD000044644	030	0152	\$416.39
OFFICE DEPOT	0710	OD000044663	030	0152	\$1,164.03
OFFICE DEPOT	0710	OD000044761	060	6388	\$609.27
OFFICE DEPOT	0710	OD000044762	030	0152	\$601.55
OFFICE DEPOT	0727	OD000044562	030	0168	\$145.00
OFFICE DEPOT	0727	OD000044693	030	0167	\$100.00
OFFICE DEPOT	0727	OD000044694	030	0168	\$100.00
OFFICE DEPOT	0730	OD000043165	030	0656	\$1,000.00
OFFICE DEPOT	0730	OD000044647	030	0656	\$38.99
OFFICE DEPOT	0730	OD000044704	060	9017	\$728.08
OFFICE DEPOT	0765	OD000044540	060	7425	\$1,213.47
OFFICE DEPOT	0785	OD000044567	030	7240	\$400.00
OFFICE DEPOT	0786	OD000044703	060	6500	\$69.33
OFFICE DEPOT	0790	OD000044543	060	7425	\$92.16
OFFICE DEPOT	0790	OD000044589	060	7425	\$167.12
OFFICE DEPOT	0790	OD000044646	030	0752	\$69.01
OFFICE DEPOT	0790	OD000044709	030	0126	\$1,992.31
OFFICE DEPOT	0790	OD000044709	060	2600	\$1,229.57
OFFICE DEPOT	0805	OD000043216	030	0140	\$3,000.00
OFFICE DEPOT	0810	OD000043125	030	0649	\$4,000.00
OFFICE DEPOT	0810	OD000044490	030	0640	\$49.99
OFFICE DEPOT	0810	OD000044708	030	0640	\$387.88
OFFICE DEPOT	0811	OD000044601	030	0130	\$297.95
OFFICE DEPOT	0880	OD000044639	670	0841	\$395.94
OFFICE DEPOT	0880	OD000044639	690	0861	\$735.35
OFFICE DEPOT	0880	OD000044696	680	0851	\$55.46
OFFICE DEPOT	0885	OD000044691	030	0140	\$654.22
OFFICE DEPOT	0895	OD000044698	030	0716	\$344.34
OFFICE DEPOT	0919	OD000044692	060	8150	\$318.54
OFFICE DEPOT	0925	OD000044572	030	7240	\$400.00
OFFICE DEPOT	1005	OD000044577	060	3010	\$500.00
OFFICE DEPOT	1015	OD000044665	030	0192	\$498.45
OFFICE DEPOT	1035	OD000044609	060	3010	\$3,000.00
OFFICE DEPOT	1075	OD000044743	060	3010	\$733.00
OFFICE DEPOT	1155	OD000044579	030	0192	\$156.89
OFFICE DEPOT	1155	OD000044668	060	3010	\$282.00
OFFICE DEPOT	1315	OD000044689	060	3010	\$940.00
OFFICE DEPOT	1320	OD000044705	060	3010	\$297.18
OFFICE DEPOT	1400	OD000043293	030	7394	\$2,500.00
OFFICE DEPOT	1465	OD000044550	060	3010	\$300.00

OFFICE DEPOT	1500	OD000044553	060	3010	\$311.00
OFFICE DEPOT	1530	OD000044541	060	3010	\$639.00
OFFICE DEPOT	1891	OD000044685	030	0716	\$2,659.13
OFFICE DEPOT	1891	OD000044713	030	0716	\$4,002.99
OFFICE DEPOT	1895	OD000044712	030	0717	\$1,934.37
OFFICE DEPOT	1895	OD000044715	030	0717	\$1,934.37
OFFICE DEPOT	1910	OD000044645	130	5310	\$2,938.13
OFFICE DEPOT	1910	OD000044652	130	5310	\$433.38
OFFICE DEPOT	1910	OD000044653	130	5310	\$433.38
OFFICE DEPOT	1910	OD000044667	130	5310	\$89.92
OMEGA TROPHY	0475	752844	030	7090	\$500.00
OVER COLOR DESIGN/PRINT	0445	751459	030	0115	\$800.00
OVERDRIVE, INC.	0145	749416	030	0625	\$1,000.00
OVERDRIVE, INC.	0415	745454	030	0625	\$400.00
P & R PAPER SUPPLY CO.	1910	749574	130	5310	\$437.74
PACHECO, MICHELE	0700	752732	030	0606	\$88.96
PACIFICA PIZZA/OLIVE	0340	744617	080	8210	\$900.00
PACIFICA PIZZA/OLIVE	0475	752510	030	0115	\$1,000.00
PACIFICA PIZZA/OLIVE	0705	752841	110	6390	\$1,500.00
PALOMINOS CATERING	0208	753180	030	0110	\$1,900.00
PANADERIA & TAQUERIA	0030	752037	030	0171	\$700.00
PARDINI'S CATERING	0810	751536	030	0141	\$8,250.00
PARDINI'S CATERING	0812	751519	030	0137	\$8,250.00
PARTY WORKS, INC./CLOVIS	0130	753332	030	0173	\$500.00
PARTY WORKS/BLACKSTONE	0055	753093	030	0125	\$500.00
PARTY WORKS/BLACKSTONE	0120	751168	080	8210	\$400.00
PARTY WORKS/BLACKSTONE	0285	751738	030	0172	\$1,000.00
PARTY WORKS/BLACKSTONE	0655	753056	030	0675	\$300.00
PARTY WORKS/BLACKSTONE	0710	753336	030	0152	\$200.00
PARTY WORKS/BLACKSTONE	0852	753208	030	0679	\$500.00
PATRICK'S MUSIC...ETC.	0250	753252	030	0171	\$1,040.16
PAUL PEARSON, DBA CHEF PAUL'S CAFE	0475	752522	030	7090	\$6,240.00
PEACE WORKS, INC.	0070	751205	030	7090	\$1,000.00
PEACE WORKS, INC.	0120	751206	080	8210	\$1,086.00
PEACE WORKS, INC.	0175	751647	030	0113	\$325.00
PEACE WORKS, INC.	0175	753008	030	0113	\$411.00
PEACE WORKS, INC.	0208	751562	030	0110	\$250.00
PEACE WORKS, INC.	0208	752353	030	0110	\$300.00
PEACE WORKS, INC.	0225	752389	030	7090	\$423.26
PEACE WORKS, INC.	0235	753291	030	7090	\$2,295.28
PEACE WORKS, INC.	0250	751714	030	0113	\$297.00
PEACE WORKS, INC.	0260	751379	030	0172	\$1,000.00
PEACE WORKS, INC.	0270	751502	030	0113	\$200.00
PEACE WORKS, INC.	0315	751496	030	7091	\$1,930.37
PEACE WORKS, INC.	0340	742568	030	7090	\$6,000.00
PEACE WORKS, INC.	0355	752812	030	7090	\$200.46
PEACE WORKS, INC.	0365	753007	030	0171	\$1,530.00

PEACE WORKS, INC.	0450	751124	030	7090	\$791.35
PEACE WORKS, INC.	0450	751126	030	7099	\$1,262.05
PEACE WORKS, INC.	0465	750793	030	7090	\$2,300.00
PEACE WORKS, INC.	0490	743945	030	7090	\$1,000.00
PEACE WORKS, INC.	0567	751317	030	7090	\$436.60
PEACE WORKS, INC.	0567	751913	030	7090	\$515.47
PEACE WORKS, INC.	0727	753245	030	0167	\$60.72
PEACE WORKS, INC.	0758	751924	030	7091	\$1,000.00
PEACE WORKS, INC.	0811	740389	030	0130	\$2,000.00
PEACE WORKS, INC.	1070	751203	060	3010	\$500.00
PEARSON EDUCATION	0679	751156	110	3905	\$9,330.40
PEGASUS PRINTING	0055	753454	030	7090	\$3,621.64
PEGASUS PRINTING	0796	740207	030	0667	\$2,500.00
PEPA'S MEXICAN RESTAURANT	0045	752249	030	0110	\$1,023.91
PERMA BOUND	0335	753097	060	3010	\$1,801.27
PERMA BOUND	1325	752150	060	3010	\$1,528.59
PERRY, JEANNA	0701	752941	030	0606	\$47.61
PERSONNEL CONCEPTS	0880	751230	680	0851	\$575.60
PETUNIA'S PLACE	0030	747219	030	0625	\$96.89
PETUNIA'S PLACE	0060	751932	030	0625	\$500.00
PETUNIA'S PLACE	0100	752245	060	3010	\$1,316.88
PETUNIA'S PLACE	0235	753086	030	7090	\$500.00
PETUNIA'S PLACE	0235	753087	030	7090	\$500.00
PETUNIA'S PLACE	0235	753088	030	7090	\$500.00
PETUNIA'S PLACE	0235	753089	030	7090	\$500.00
PETUNIA'S PLACE	0235	753090	030	7090	\$500.00
PETUNIA'S PLACE	0235	753091	030	7090	\$500.00
PETUNIA'S PLACE	0235	753162	030	7090	\$500.00
PETUNIA'S PLACE	0235	753164	030	7090	\$500.00
PETUNIA'S PLACE	0290	753084	030	0113	\$500.00
PETUNIA'S PLACE	0290	753085	030	0110	\$150.38
PETUNIA'S PLACE	0290	753085	030	0113	\$55.62
PETUNIA'S PLACE	0470	751554	060	3010	\$600.00
PETUNIA'S PLACE	0475	752094	060	3010	\$2,390.00
PETUNIA'S PLACE	0700	753083	060	7422	\$1,500.00
PETUNIA'S PLACE	0700	753092	060	3010	\$2,971.61
PETUNIA'S PLACE	0701	751158	060	3210	\$106.00
PETUNIA'S PLACE	1195	751963	060	3010	\$324.00
PETUNIA'S PLACE	1290	751297	060	3010	\$933.00
PETUNIA'S PLACE	1320	751539	060	3010	\$751.77
PETUNIA'S PLACE	1330	744691	060	3010	\$187.00
PETUNIA'S PLACE	1422	752252	060	3010	\$115.00
PETUNIA'S PLACE	1500	752337	030	0192	\$200.00
PHONAK, LLC	0788	753334	060	6500	\$3,240.15
PHONAK, LLC	0788	753335	060	6500	\$3,240.15
PHONAK, LLC	0788	753337	060	6500	\$1,630.08
PHONAK, LLC	0788	753339	060	6500	\$3,240.15

PLATINUM GROUP, THE	1910	752852	130	5310	\$3,896.37
PLATINUM GROUP, THE	1910	753044	130	5310	\$9,351.30
PLATINUM GROUP, THE	1910	753046	130	5310	\$9,860.72
POCKET NURSE MEDICAL SUPPLIES	0670	752863	110	6390	\$6,435.02
POCKET NURSE MEDICAL SUPPLIES	0710	751606	060	6388	\$5,060.80
POCKET NURSE MEDICAL SUPPLIES	0710	753223	060	3550	\$1,475.62
POCKET NURSE MEDICAL SUPPLIES	0710	753461	060	3550	\$3,663.71
POSITIVE PROMOTIONS, INC.	0140	751322	030	7090	\$466.88
POSITIVE PROMOTIONS, INC.	0155	752645	080	8210	\$1,464.99
POSITIVE PROMOTIONS, INC.	0315	751545	030	7091	\$1,607.56
POSITIVE PROMOTIONS, INC.	0335	752532	030	0123	\$5,438.38
POSITIVE PROMOTIONS, INC.	0335	752532	030	0125	\$292.26
POSITIVE PROMOTIONS, INC.	0355	751445	030	0111	\$797.98
POSITIVE PROMOTIONS, INC.	0355	751445	030	7099	\$2,829.20
POSITIVE PROMOTIONS, INC.	0365	752555	030	0171	\$832.80
POSITIVE PROMOTIONS, INC.	0500	751824	030	0110	\$623.47
POSITIVE PROMOTIONS, INC.	0500	751825	030	0110	\$591.79
POSITIVE PROMOTIONS, INC.	0703	751624	030	0606	\$897.68
POSITIVE PROMOTIONS, INC.	0796	752123	030	0667	\$4,066.18
POWER DESIGN ELECTRIC, INC.	0025	751500	030	7090	\$7,683.00
POWERSCHOOL GROUP, LLC	0412	753047	060	4035	\$2,200.00
PREMIER JANITORIAL, INC.	1920	753390	030	0734	\$474.60
PRICE, TYSON	0701	753524	060	3010	\$102.50
PRO SOCCER, INC.	0055	752372	030	0172	\$750.00
PRO SOCCER, INC.	0421	751437	030	0172	\$378.30
PRO SOCCER, INC.	0421	752188A	030	0172	\$187.92
PRO SOCCER, INC.	0421	752189A	030	0172	\$599.08
PROJECT LEAD THE WAY, INC.	0100	752665	030	7090	\$1,141.74
PROJECT LEAD THE WAY, INC.	0710	752912	060	6388	\$8,681.00
PROLEVEL PROFESSIONAL GAMING WEAR	0725	752974	030	0173	\$5,000.00
PRO-SCREEN, INC., SIGNS & GRAPHICS	0485	751799	030	0172	\$5,032.38
PRO-SCREEN, INC., SIGNS & GRAPHICS	0485	752000	030	0172	\$3,917.47
PRO-SCREEN, INC., SIGNS & GRAPHICS	0505	753436	030	7090	\$9,866.96
PRO-SCREEN, INC., SIGNS & GRAPHICS	0700	744924	030	0606	\$157.40
PRO-SCREEN, INC., SIGNS & GRAPHICS	0710	752761	060	6388	\$808.47
PRO-SCREEN, INC., SIGNS & GRAPHICS	0710	752763	060	6388	\$400.42
PRO-SCREEN, INC., SIGNS & GRAPHICS	0727	751701	060	3210	\$300.00
PRO-SCREEN, INC., SIGNS & GRAPHICS	0727	752647	060	3210	\$655.00
PROSPERI-TEE INDUSTRIES	0185	753342	030	7090	\$4,702.39
PS PRODUCTIONS	0421	753478	030	0172	\$360.00
R.F. MACDONALD CO.	0919	752396	060	8150	\$1,642.30
R.G. EQUIPMENT	1578	752398	350	0912	\$312.04
R.G. EQUIPMENT	1578	752413	350	0912	\$303.37
R/G AWARD SYSTEMS	0055	751733	030	0172	\$2,000.00
R82, INC.	0788	749777	060	6500	\$37.79
RAUL Z. MORENO, DBA MORENO INSTITUTE	0790	752062	060	7425	\$8,441.08
REALLY GOOD STUFF, INC.	0208	751908	030	7090	\$1,700.29

REALLY GOOD STUFF, INC.	0220	753422	030	7090	\$211.22
REALLY GOOD STUFF, INC.	0315	751849	030	7099	\$1,365.57
REALLY GOOD STUFF, INC.	0315	751850	030	7099	\$914.97
REALLY GOOD STUFF, INC.	0320	751627	030	0171	\$370.19
REALLY GOOD STUFF, INC.	0450	751617	030	7090	\$990.85
REALLY GOOD STUFF, INC.	0475	752913	030	7090	\$2,564.70
REALLY GOOD STUFF, INC.	0700	751288	030	0144	\$191.07
REALLY GOOD STUFF, INC.	0700	752242	030	0144	\$389.68
REALLY GOOD STUFF, INC.	0700	752244	030	0144	\$2,203.88
REALLY GOOD STUFF, INC.	0700	753293	060	7422	\$2,802.54
REALLY GOOD STUFF, INC.	0796	751802	030	0667	\$1,363.05
RED RIVER PRESS, INC.	0145	752516	030	7090	\$656.19
RED RIVER PRESS, INC.	0145	752516	030	7091	\$63.81
REDWOOD HIGH	0185	751216	030	0172	\$450.00
REFRIGERATION SUPP. DIST.	0919	751511	060	8150	\$6,132.72
REFRIGERATION SUPP. DIST.	0919	751671	060	8150	\$4,743.24
REFRIGERATION SUPPLIES DISTRIBUTOR	1912	753100	140	6205	\$5,749.41
RELIABLE BUSINESS TECHNOLOGY, INC.	0010	751855	030	7090	\$3,627.56
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1030	751803	350	0917	\$5,309.15
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1075	751804	350	0917	\$5,309.15
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1270	751805	350	0917	\$5,309.15
REV ROBOTICS, LLC	0887	751996	030	0143	\$8,769.23
REVERE PACKAGING	1910	743666	130	5310	\$3,976.45
REVERE PACKAGING	1910	745910	130	5310	\$4,758.73
REVERE PACKAGING	1910	745911	130	5310	\$4,758.73
REVERE PACKAGING	1910	745912	130	5310	\$4,758.73
REVERE PACKAGING	1910	746267	130	5310	\$1,356.61
REVERE PACKAGING	1910	746268	130	5310	\$759.06
REVERE PACKAGING	1910	746861	130	5310	\$4,750.06
REVERE PACKAGING	1910	746863	130	5310	\$3,965.62
REVERE PACKAGING	1910	748933	130	5310	\$3,976.45
REVERE PACKAGING	1910	748935	130	5310	\$6,484.75
REVERE PACKAGING	1910	748936	130	5310	\$2,318.69
REVERE PACKAGING	1910	749004	130	5310	\$3,291.67
REYES SCHOLARSHIP FUND	0860	751973	030	0693	\$1,000.00
RICOH USA, INC.	0025	752943	030	7090	\$41.00
RICOH USA, INC.	0090	RL00007027	030	7090	\$241.29
RICOH USA, INC.	0090	RL00007264	030	7099	\$827.15
RICOH USA, INC.	0098	RL00007165	030	7090	\$773.00
RICOH USA, INC.	0145	RL00007058	030	7090	\$1,326.16
RICOH USA, INC.	0145	RL00007521	030	7090	\$128.64
RICOH USA, INC.	0160	RL00007265	030	7090	\$1,001.77
RICOH USA, INC.	0210	RL00007096	030	7099	\$1,420.00
RICOH USA, INC.	0250	752542	030	7090	\$59.00
RICOH USA, INC.	0325	RL00007041	030	0125	\$676.39
RICOH USA, INC.	0335	RL00007266	030	0125	\$431.54
RICOH USA, INC.	0421	751771	030	0125	\$101.78

RICOH USA, INC.	0421	RL00007202	030	0125	\$712.89
RICOH USA, INC.	0423	RL00007522	030	7090	\$5,017.73
RICOH USA, INC.	0450	751765	030	7099	\$41.00
RICOH USA, INC.	0485	RL00007235	030	7090	\$234.20
RICOH USA, INC.	0510	RL00007267	030	7090	\$1,547.04
RICOH USA, INC.	0510	RL00007267	030	7091	\$1,547.04
RICOH USA, INC.	0701	RL00007263	030	0606	\$652.57
RICOH USA, INC.	0710	752018	030	0152	\$160.00
RICOH USA, INC.	0880	RL00007013	690	0861	\$4,527.72
RIDDELL/ALL AMERICAN SPORTS CORP.	0145	751145	030	0172	\$4,940.58
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	752796	030	0172	\$4,883.50
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	752798	030	0172	\$973.17
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	752799	030	0172	\$346.48
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	753496	030	0172	\$3,205.21
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	753498	030	0172	\$2,021.70
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	753500	030	0172	\$5,347.06
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	753501	030	0172	\$3,831.10
RIDER NATION APPAREL	0395	751835	030	7090	\$9,968.21
RIOS, ANGELICA	0880	753051	680	0851	\$199.73
RIVERA, CLARENCE	0930	751415	030	0720	\$74.00
ROCHESTER 100, INC.	0140	751915	030	0172	\$824.81
ROCHESTER 100, INC.	0435	752100	030	7091	\$797.73
ROCHESTER 100, INC.	0530	751927	030	0110	\$930.07
ROGER DUNN GOLF SHOPS	0421	752373	030	0172	\$640.00
ROSEN PUBLISHING GROUP	0235	752148	030	0625	\$472.52
ROTARY STORYLAND	0725	753207	030	0173	\$1,700.00
ROTARY STORYLAND	0725	753540	030	0173	\$400.00
R.R. DONNELLEY AND SONS CO.	0890	752556	030	0708	\$2,119.04
RUSH ADVERTISING	0045	752706	030	0110	\$1,102.00
RUSH ADVERTISING	0045	752794	030	0110	\$3,319.30
RUSH ADVERTISING	0045	753250	030	0172	\$3,968.39
RUSH ADVERTISING	0055	752695	030	0123	\$1,291.03
RUSH ADVERTISING	0055	752702	030	7090	\$1,627.71
RUSH ADVERTISING	0055	752703	030	7099	\$3,585.47
RUSH ADVERTISING	0055	753463	030	0181	\$2,000.00
RUSH ADVERTISING	0075	753268	030	7090	\$2,417.35
RUSH ADVERTISING	0208	751822	080	8210	\$1,384.27
RUSH ADVERTISING	0340	748430	030	0172	\$2,210.00
RUSH ADVERTISING	0340	752172	080	8210	\$2,000.00
RUSH ADVERTISING	0421	751570	030	7090	\$480.00
RUSH ADVERTISING	0435	749773	030	7090	\$1,000.00
RUSH ADVERTISING	0435	749773	030	7099	\$498.00
RUSH ADVERTISING	0485	752183	030	0172	\$1,544.12
RUSH ADVERTISING	0700	752181	030	0144	\$753.02
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0395	752765	030	7140	\$436.92
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0395	752767	030	7140	\$490.01
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0395	752768	030	7140	\$766.03

S & S WORLDWIDE	0175	752570	060	6010	\$181.14
S & S WORLDWIDE	0175	752570	060	7425	\$64.16
S & S WORLDWIDE	0355	752338	060	6010	\$307.30
S & S WORLDWIDE	0435	752141	060	7425	\$1,037.94
S & S WORLDWIDE	0790	751494	060	7425	\$341.42
S & S WORLDWIDE	0790	752586	060	7425	\$155.83
S & S WORLDWIDE	0790	753302	060	2600	\$1,637.33
S & S WORLDWIDE	1060	752687	030	0752	\$93.55
S & S WORLDWIDE	1140	752142	030	0752	\$1,278.56
S & S WORLDWIDE	1140	752143	030	0752	\$474.88
S & S WORLDWIDE	1140	753421	030	0752	\$460.43
S & S WORLDWIDE	1165	752339	030	0752	\$503.81
S & S WORLDWIDE	1165	752341	030	0752	\$528.35
S & S WORLDWIDE	1305	751290	030	0752	\$180.83
SAGE PUBLICATIONS, INC.	0480	751282	060	3182	\$3,375.00
SALEM ENGINEERING GROUP, INC.	1185	752387	350	0913	\$9,400.00
SALEM ENGINEERING GROUP, INC.	1235	753248	350	0917	\$3,128.00
SAMCO FREEZER WEAR	1910	752965	130	5310	\$390.08
SAN JOAQUIN RIVER PARKWAY	0725	752855	030	0173	\$3,990.00
SAN JOAQUIN RIVER PARKWAY	0725	752881	030	0173	\$2,850.00
SAN JOAQUIN RIVER PARKWAY	0725	752951	030	0173	\$4,180.00
SANTA CRUZ BEACH BOARDWALK	0240	751435	030	0173	\$2,028.40
SAROYAN LUMBER CO., INC.	0710	752683	060	6388	\$1,384.65
SAVE AROUND	0460	751492	080	8210	\$737.50
SAVVAS LEARNING COMPANY, LLC	0700	753504	030	0606	\$2,847.08
SCANTRON CORPORATION	1891	753063	030	0716	\$1,836.60
SCHOLASTIC BOOK CLUBS	0155	753429	060	3010	\$532.54
SCHOLASTIC BOOK FAIRS, INC.	0045	752722	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0285	751280	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0290	751283	030	0113	\$148.59
SCHOLASTIC BOOK FAIRS, INC.	0365	751739	030	0624	\$5,565.09
SCHOLASTIC BOOK FAIRS, INC.	0365	751741	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0370	751899	030	0624	\$5,472.88
SCHOLASTIC BOOK FAIRS, INC.	0370	752487	030	0624	\$1.00
SCHOLASTIC BOOK FAIRS, INC.	0435	751897	030	0624	\$5,402.14
SCHOLASTIC BOOK FAIRS, INC.	0530	753238	030	0624	\$1.00
SCHOLASTIC BOOK FAIRS, INC.	0535	751893	080	8210	\$4,755.54
SCHOLASTIC, INC.	0208	753428	060	2600	\$267.21
SCHOLASTIC, INC.	0208	753428	060	6010	\$93.98
SCHOLASTIC MAGAZINE	0015	753163	030	7091	\$1,178.10
SCHOLASTIC MAGAZINE	0270	751746	030	0113	\$163.63
SCHOLASTIC MAGAZINE	0270	751755	030	0113	\$78.54
SCHOOL FACILITY CONSULTANTS	0905	746975E	350	0912	\$645.00
SCHOOL FACILITY CONSULTANTS	0905	746975E	350	0916	\$262.50
SCHOOL FACILITY CONSULTANTS	0905	746975E	400	0915	\$752.50
SCHOOL HEALTH CORPORATION	0335	752175	060	722C	\$3,172.96
SCHOOL HEALTH CORPORATION	0785	751553	060	3315	\$895.52

SCHOOL HEALTH CORPORATION	1578	753020	350	0912	\$2,720.75
SCHOOL HEALTH CORPORATION	1891	751528	030	0716	\$345.64
SCHOOL MATE	0060	751450	030	7090	\$2,372.87
SCHOOL MATE	0290	751603	030	7099	\$794.94
SCHOOL NURSE SUPPLY, INC.	0553	750122A	060	9017	\$857.52
SCHOOL OUTFITTERS	0330	752610	080	8210	\$3,359.55
SCHOOL OUTFITTERS	0445	751610	030	0115	\$2,168.14
SCHOOL OUTFITTERS	0700	753317	060	7422	\$1,291.60
SCHOOL OUTFITTERS	0710	751598	030	0152	\$1,792.79
SCHOOL SERVICES OF CALIF., INC.	0890	751330	030	0708	\$275.00
SCHOOL SPECIALTY, LLC	0105	752588	030	0172	\$500.00
SCHOOL SPECIALTY, LLC	0580	753388	030	0110	\$893.29
SCHOOL SPECIALTY, LLC	0025	753249	030	0171	\$159.23
SCHOOL SPECIALTY, LLC	0035	750242A	030	7099	\$1,789.05
SCHOOL SPECIALTY, LLC	0060	753416	030	7090	\$1,176.94
SCHOOL SPECIALTY, LLC	0060	753418	030	7090	\$203.42
SCHOOL SPECIALTY, LLC	0070	751457	080	8210	\$2,500.00
SCHOOL SPECIALTY, LLC	0095	752910	030	7090	\$221.40
SCHOOL SPECIALTY, LLC	0100	751618	030	7090	\$515.86
SCHOOL SPECIALTY, LLC	0123	751911	030	7090	\$219.80
SCHOOL SPECIALTY, LLC	0135	752987	030	7090	\$2,000.00
SCHOOL SPECIALTY, LLC	0145	753202	030	0125	\$1,349.83
SCHOOL SPECIALTY, LLC	0150	749954A	030	7090	\$1,930.67
SCHOOL SPECIALTY, LLC	0175	751383	030	0113	\$531.00
SCHOOL SPECIALTY, LLC	0195	751281	030	7099	\$1,501.35
SCHOOL SPECIALTY, LLC	0208	751565	030	0110	\$300.00
SCHOOL SPECIALTY, LLC	0208	753167	030	0110	\$236.00
SCHOOL SPECIALTY, LLC	0241	752911	060	3210	\$187.58
SCHOOL SPECIALTY, LLC	0270	751170	030	0113	\$363.89
SCHOOL SPECIALTY, LLC	0285	752546	060	3010	\$171.86
SCHOOL SPECIALTY, LLC	0310	751861	030	0113	\$5,753.39
SCHOOL SPECIALTY, LLC	0310	752019	030	0113	\$7,688.48
SCHOOL SPECIALTY, LLC	0320	751318	030	7090	\$246.53
SCHOOL SPECIALTY, LLC	0330	752086	030	7090	\$24.10
SCHOOL SPECIALTY, LLC	0330	753229	060	6500	\$197.84
SCHOOL SPECIALTY, LLC	0330	753354	060	6500	\$195.23
SCHOOL SPECIALTY, LLC	0340	752688	060	3010	\$1,275.94
SCHOOL SPECIALTY, LLC	0370	752577	030	7090	\$110.94
SCHOOL SPECIALTY, LLC	0380	751382	030	0172	\$5,000.00
SCHOOL SPECIALTY, LLC	0495	752064	060	6500	\$95.49
SCHOOL SPECIALTY, LLC	0565	750320A	030	0172	\$105.32
SCHOOL SPECIALTY, LLC	0565	751762	030	7099	\$189.56
SCHOOL SPECIALTY, LLC	0565	752093	030	0172	\$476.08
SCHOOL SPECIALTY, LLC	0565	753231	030	7140	\$930.94
SCHOOL SPECIALTY, LLC	0567	751400	030	7090	\$2,979.67
SCHOOL SPECIALTY, LLC	0700	753233	060	7422	\$4,375.41
SCHOOL SPECIALTY, LLC	0701	751298	060	3210	\$744.00

SCHOOL SPECIALTY, LLC	0701	751299	060	3210	\$1,500.00
SCHOOL SPECIALTY, LLC	0765	752491	060	9021	\$2,000.00
SCHOOL SPECIALTY, LLC	0767	751109B	030	0192	\$216.75
SCHOOL SPECIALTY, LLC	0785	751857	060	9018	\$4,628.48
SCHOOL SPECIALTY, LLC	0785	751859	060	9018	\$750.00
SCHOOL SPECIALTY, LLC	1090	752492	030	0192	\$500.00
SCHOOL SPECIALTY, LLC	1578	753318	350	0912	\$9,306.74
SCHOOL SPECIALTY, LLC	1748	UC221041163	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1891	751474	030	0716	\$3,261.34
SCHOOL'S IN, LLC	0208	751864	030	7099	\$2,587.49
SCOUT ISLAND/FCOE	0725	752873	030	0173	\$3,800.00
SCOUT ISLAND/FCOE	0725	752876	030	0173	\$2,400.00
SCP DISTRIBUTORS, LLC	1920	740654	030	0734	\$1,700.00
SDI INNOVATIONS, INC., DBA SCHOOL DATEBOOKS	0435	751532	030	7091	\$912.90
SEASONS-4, INC.	0919	752077	060	8150	\$2,899.63
SEE'S CANDIES, INC.	0305	752528	030	0643	\$707.60
SEE'S CANDIES, INC.	0305	752530	030	0111	\$695.40
SELLERS, DONALD	0930	751032	030	0720	\$80.00
SHERWIN-WILLIAMS CO.	0790	740778	030	0126	\$9,226.77
SHIFFLER EQUIPMENT SALES, INC.	0919	753014	060	8150	\$6,323.83
SHLB COALITION	0923	752384	030	0140	\$2,000.00
SIERRA NFL	0055	751926	030	0125	\$147.00
SIERRA SEAL COATING	0919	752897	060	8150	\$9,995.00
SIGLER WHOLESALE DISTIBUTORS	0919	751665	060	8150	\$2,786.63
SIMONIAN FARMS	0421	752916	030	0125	\$700.00
SIX FLAGS MAGIC MOUNTAIN	0125	751388	030	0124	\$2,835.00
SIX FLAGS MAGIC MOUNTAIN	0125	751388	030	7090	\$1,890.00
SLINGMAN LACROSSE CO.	0235	751593	030	0172	\$381.65
SLINGMAN LACROSSE CO.	0235	751596	030	0172	\$733.90
SLINGMAN LACROSSE CO.	0235	753254	030	0172	\$920.77
SMARTYSTREETS, LLC	0887	751600	030	0140	\$1,500.00
SMITH, JOELLE	0290	752509	030	0171	\$207.05
SMORE	0150	751422	030	7090	\$999.00
SNAP-ON INDUSTRIAL	0710	752726	030	0152	\$6,186.86
SOCCER & LIFESTYLE, INC.	0421	752731	030	0172	\$447.49
SOLUTION TREE, LLC	0185	751218	060	3010	\$2,756.00
SOLUTION TREE, LLC	0415	752307	060	3182	\$2,596.00
SOLUTION TREE, LLC	0415	753533	060	3182	\$679.00
SOUND CONTRACTING, INC.	0105	751865	030	7090	\$667.73
SOUND CONTRACTING, INC.	0105	751869	030	7090	\$667.73
SOUND CONTRACTING, INC.	0105	751870	030	7090	\$667.73
SOUND CONTRACTING, INC.	0105	751871	030	7090	\$667.73
SOUND CONTRACTING, INC.	0105	751872	030	7140	\$667.73
SOUND CONTRACTING, INC.	0105	751873	030	7140	\$667.73
SOUND CONTRACTING, INC.	0175	753509	030	7090	\$6,160.00
SOUND CONTRACTING, INC.	0796	747230A	030	0667	\$450.00
SOUND CONTRACTING, INC.	0796	753417	030	0667	\$350.00

SOUTHWEST SCHOOL SUPPLY	1891	751466	030	0716	\$1,837.21
SPARKLETTTS	0200	742996	030	7090	\$1,200.00
SPARTAN SCALE SERVICE	0455	753387	030	7091	\$884.60
SPEECH CORNER	0370	751547	030	7090	\$129.23
SPINITAR	0120	753257	030	7090	\$3,075.33
SPINITAR	0123	751148	030	7099	\$1,203.39
SPINITAR	0340	751402	030	7090	\$2,345.37
SPINITAR	0365	751749	030	7090	\$402.31
SPINITAR	0480	752116	030	0110	\$1,142.63
SPINITAR	0530	752661	030	7099	\$1,500.18
SPINITAR	0565	751597	030	7099	\$539.03
SPINITAR	0565	751597	060	3010	\$2,156.20
SPINITAR	0758	752907	030	7091	\$460.86
SSA GROUP, LLC	0320	752452	080	8210	\$256.00
ST. PAUL ARMENIAN CHURCH	0701	747706	060	5823	\$440.00
ST. PAUL ARMENIAN CHURCH	0701	747706	060	5827	\$440.00
ST. PAUL ARMENIAN CHURCH	0701	747706	060	5828	\$440.00
STAR AUTISM SUPPORT, INC.	0785	751623	060	3315	\$1,750.00
STARBERST ENTERTAINMENT	0440	753534	030	7090	\$500.00
STARBERST ENTERTAINMENT	0440	753535	030	7090	\$250.00
STATE ARCHITECT, DIVISION OF	1235	753502	140	6205	\$1,697.43
STATS MEDIC, LLC	0700	752500	030	0144	\$580.00
STERLING ADAPTIVES, LLC	0786	752480	060	6500	\$119.85
STORM SOURCE, LLC	0701	752995	030	0606	\$2,189.00
STORM SOURCE, LLC	0701	752996	060	5828	\$2,189.00
SUBWAY SANDWICHES & SALADS	0145	751336	030	7099	\$500.00
SUBWAY#25619/SHAW-PALM	0010	752693	030	0171	\$500.00
SUNNYSIDE DANCEWEAR	0055	751236	030	0125	\$2,762.92
SUNNYSIDE DELI	0567	748940	030	7099	\$600.00
SUNNYSIDE DELI	0580	751185	030	0110	\$500.00
SUNNYSIDE DONUTS	0265	742910	030	7090	\$2,500.00
SUNNYSIDE DONUTS	0421	741641	030	0125	\$400.00
SUNNYSIDE DONUTS	0530	752915	030	7090	\$325.00
SUNNYSIDE DONUTS	0700	752512	030	0144	\$200.00
SUNNYSIDE HIGH ASB	0055	752550	030	0172	\$352.00
SUNNYSIDE HIGH ASB	0185	753260	030	0172	\$439.00
SUNNYSIDE HIGH ASB	0235	752551	030	0172	\$300.00
SUNNYSIDE TROPHY, INC.	0070	751140	030	7090	\$5,000.00
SUNNYSIDE TROPHY, INC.	0100	752213	030	7090	\$487.58
SUNNYSIDE TROPHY, INC.	0215	751989	030	0172	\$2,000.00
SUNNYSIDE TROPHY, INC.	0230	751245	030	0124	\$1,000.00
SUNNYSIDE TROPHY, INC.	0400	753118	030	7394	\$500.00
SUNNYSIDE TROPHY, INC.	0435	753117	030	7091	\$400.00
SUNNYSIDE TROPHY, INC.	0480	746163	030	0171	\$181.94
SUNNYSIDE TROPHY, INC.	0550	749326	030	0172	\$2,000.00
SUNSET LANDSCAPES, INC.	1010	752071	140	6205	\$5,103.00
SUNSET LANDSCAPES, INC.	1200	750386	350	0917	\$700.00

SUPER DUPER PUBLICATIONS	0370	751463	030	7090	\$89.82
SUPER DUPER PUBLICATIONS	0785	753427	060	6500	\$199.28
SUPER DUPER PUBLICATIONS	0785	753489	060	6500	\$194.82
SUPERIOR PIPE & STAINLESS SUPPLY, INC.	1910	752415	130	5310	\$1,499.77
SUPERIOR TEXT, LLC	0700	752552	060	4035	\$834.00
SYSCO OF CENTRAL CALIFORNIA	1910	750991	130	5310	\$697.77
SYSCO OF CENTRAL CALIFORNIA	1910	751349	130	5310	\$7,308.00
SYSCO OF CENTRAL CALIFORNIA	1910	751403	130	5310	\$6,428.40
SYSCO OF CENTRAL CALIFORNIA	1910	752015	130	5310	\$813.60
SYSCO OF CENTRAL CALIFORNIA	1910	752016	130	5310	\$576.60
SYSCO OF CENTRAL CALIFORNIA	1910	753187	130	5310	\$1,922.00
TACOS MARQUITOS, INC.	0188	751577	030	7090	\$104.19
TACOS MARQUITOS, INC.	0320	752689	030	0111	\$282.00
TALIB HASAN JOHNSON	0701	751222	060	3210	\$1,000.00
TAYMARK, DBA IT'S ELEMENTARY, DBA ANDERSONS	0135	753027	030	7090	\$1,095.33
TAYMARK, DBA IT'S ELEMENTARY, DBA ANDERSONS	0423	753265	030	0643	\$1,120.24
TEACHER DIRECT	0270	751626	030	0113	\$966.19
TEACHERS DISCOVERY	0055	752766	030	0125	\$191.11
TECH MUSEUM OF INNOVATION	0725	752383	030	0173	\$122.00
TECH MUSEUM OF INNOVATION	0725	752608	030	0173	\$536.00
TECH MUSEUM OF INNOVATION	0725	752614	030	0173	\$200.00
TECH MUSEUM OF INNOVATION	0725	752623	030	0173	\$542.00
TECH MUSEUM OF INNOVATION	0725	752624	030	0173	\$198.00
TECH MUSEUM OF INNOVATION	0725	753133	030	0173	\$640.00
TENNIS WAREHOUSE	0335	752889	030	0172	\$991.05
TEOCALLI CULTURAL ACADEMY	0145	751998	060	4124	\$3,145.03
TEOCALLI CULTURAL ACADEMY	0395	752640	030	7090	\$4,703.52
TEOCALLI CULTURAL ACADEMY	0395	753024	030	7090	\$3,003.77
TEOCALLI CULTURAL ACADEMY	0575	751595	030	7091	\$733.80
TEOCALLI CULTURAL ACADEMY	0575	752967	030	7090	\$1,635.55
TEOCALLI CULTURAL ACADEMY	0575	752967	030	7091	\$1,635.55
TERESA MATHIAS, DBA THE ARTIST IN ME	0155	751365	030	0111	\$1,200.00
TERESA MATHIAS, DBA THE ARTIST IN ME	0565	753532	030	7140	\$675.00
TEXTBOOK WAREHOUSE, LLC	0227	753497	060	3010	\$1,939.25
TEXTBOOK WAREHOUSE, LLC	0395	751904	030	7090	\$504.37
TEXTBOOK WAREHOUSE, LLC	0450	751601	030	7090	\$625.16
TEXTBOOK WAREHOUSE, LLC	0790	752713	060	7425	\$6,461.27
TEXTBOOK WAREHOUSE, LLC	0810	751194	030	0649	\$1,938.38
TEXTBOOK WAREHOUSE, LLC	0810	751534	030	0649	\$84.20
TEXTBOOK WAREHOUSE, LLC	0810	752686	030	0649	\$160.90
TEXTBOOK WAREHOUSE, LLC	0810	753423	060	9017	\$635.42
TEXTBOOK WAREHOUSE, LLC	1748	752286	060	6300	\$261.12
THE COSTUMER	0727	751830	030	0167	\$407.05
THE HOME DEPOT PRO	1891	748305	030	0716	\$430.69
THE LAB GEAR	0208	751568	030	7099	\$760.00
THE LITTLE SIGN CO.	0435	743378	030	7099	\$800.00
THE LUSTIG GROUP	0765	751146	030	0192	\$4,000.00

THE MASTER TEACHER	0430	753130	030	7099	\$1,332.26
THE MOWERS EDGE	0335	752002	030	7090	\$739.16
THE MOWERS EDGE	1578	751697	350	0912	\$998.94
THE MOWERS EDGE	1920	745224	030	0734	\$13.88
THE MOWERS EDGE	1920	746375	030	0734	\$42.69
THE MOWERS EDGE	1920	746377	030	0734	\$128.08
THE MOWERS EDGE	1920	753053	030	0734	\$338.03
THE NEFF COMPANY	0200	751405	080	8210	\$521.41
THE RON CLARK ACADEMY, INC.	0423	751214	060	3182	\$1,990.00
THE UNIVERSITY OF TENNESSEE	0412	752949	060	4035	\$550.00
THE WYRICK BOOK CO.	1330	752292	060	3010	\$878.66
THE WYRICK BOOK CO.	1420	751622A	060	3010	\$6,875.06
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0045	753251	030	0172	\$5,184.51
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0250	753253	030	0172	\$173.36
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0450	751139	030	7090	\$3,249.42
THERAPY SHOPPE, INC.	0150	751952	030	0110	\$200.52
THERAPY SHOPPE, INC.	0208	751854	030	7090	\$2,711.86
THUNDER INFLATABLES, INC.	0417	751261	030	0643	\$1,500.00
TIFFANY GUPTA	0850	753115	030	0681	\$8,603.00
TIME FOR KIDS	0320	751971	030	7090	\$412.50
TNT DJ FRESNO	0335	753201	070	0761	\$750.00
TOP SHELF PRINTING AND APPAREL	0055	750590	030	0172	\$279.00
TOP SHELF PRINTING AND APPAREL	0055	751456	030	0172	\$2,000.00
TOUCHLINE SOFTWARE, INC.	0710	752069	030	0152	\$5,115.00
TRAUMA RESOURCE INSITUTE	0228	751443	030	0644	\$2,475.00
TRAUMA RESOURCE INSITUTE	0810	751440	030	0649	\$3,700.00
TROPICALE FOODS, INC.	0070	751558	080	8210	\$1,500.00
TYSON FOODS, INC.	1910	745751	130	5310	\$946.22
TYSON FOODS, INC.	1910	746586	130	5310	\$75.90
TYSON FOODS, INC.	1910	747294	130	5310	\$864.30
TYSON FOODS, INC.	1910	747772	130	5310	\$63.53
TYSON FOODS, INC.	1910	751525	130	5310	\$1,891.89
TYSON FOODS, INC.	1910	752672	130	5310	\$8,722.00
TYSON FOODS, INC.	1910	752988	130	5310	\$9,652.50
ULINE	0175	751883	060	6010	\$59.72
ULINE	0200	752553	030	0172	\$280.89
ULINE	0200	752733	030	7090	\$426.45
ULINE	0208	751890	030	7090	\$3,117.05
ULINE	0385	751441	030	7090	\$358.34
ULINE	0455	751285	030	7090	\$5,152.87
ULINE	0455	753420	030	7091	\$979.03
ULINE	0480	751656	030	0171	\$1,001.35
ULINE	0710	751667	060	6388	\$4,816.21
ULINE	0796	751876	030	0667	\$2,397.32
ULINE	1060	753392	030	7394	\$266.57
ULINE	1891	752081	030	0716	\$2,123.66
ULINE	1910	751490	130	5310	\$255.20

UNITED HEALTH CNTR. OF THE SAN JOAQUIN VALLEY	0860	752190	030	0693	\$1,500.00
UNITED REFRIGERATION, INC.	1910	752663	130	5310	\$2,725.40
UNITED STATES ACADEMIC	0123	751743	030	0171	\$1,009.50
UNITED STATES ACADEMIC	0123	751743	030	0172	\$1,009.50
UNITED STATES ACADEMIC	0123	751987	030	0171	\$60.81
URBAN SUNSHINE 10, INC. DBA JACKS URBAN EATS	0370	751186	030	7090	\$1,950.30
US AIR CONDITIONING	1910	753430	130	5310	\$1,686.25
US AWARDS, INC.	1400	752643	030	7394	\$703.79
VAL PRINT	0710	752013	030	0152	\$304.30
VALLARTA FOOD ENTERPRISES	0015	751634	030	7091	\$350.00
VALLARTA FOOD ENTERPRISES	0035	751591	030	7099	\$200.00
VALLARTA FOOD ENTERPRISES	0055	752434	030	0125	\$200.00
VALLARTA FOOD ENTERPRISES	0075	752660	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0090	753153	030	0643	\$250.00
VALLARTA FOOD ENTERPRISES	0095	752330	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0095	752330	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0095	752920	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0095	753145	030	0111	\$100.00
VALLARTA FOOD ENTERPRISES	0100	751335	060	6010	\$117.00
VALLARTA FOOD ENTERPRISES	0100	753542	060	6010	\$50.00
VALLARTA FOOD ENTERPRISES	0120	751314	080	8210	\$200.00
VALLARTA FOOD ENTERPRISES	0123	752628	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0130	752838	030	7090	\$350.00
VALLARTA FOOD ENTERPRISES	0140	751827	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0150	752436	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0155	752325	030	0172	\$700.00
VALLARTA FOOD ENTERPRISES	0170	751345	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0175	753150	030	0643	\$500.00
VALLARTA FOOD ENTERPRISES	0190	752839	030	7140	\$100.00
VALLARTA FOOD ENTERPRISES	0208	752437	030	0110	\$150.00
VALLARTA FOOD ENTERPRISES	0210	752431	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0215	753149	030	7090	\$247.00
VALLARTA FOOD ENTERPRISES	0225	753154	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0225	753550	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0235	751060	030	0123	\$500.00
VALLARTA FOOD ENTERPRISES	0235	752505	030	0171	\$300.00
VALLARTA FOOD ENTERPRISES	0237	752627	030	0171	\$200.00
VALLARTA FOOD ENTERPRISES	0250	753549	030	0111	\$609.00
VALLARTA FOOD ENTERPRISES	0265	752151	030	0115	\$300.00
VALLARTA FOOD ENTERPRISES	0265	752459	030	7090	\$600.00
VALLARTA FOOD ENTERPRISES	0270	753523	030	0113	\$100.00
VALLARTA FOOD ENTERPRISES	0305	752417	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0310	751608	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0315	752506	030	0113	\$499.00
VALLARTA FOOD ENTERPRISES	0315	752917	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0320	752433	030	7090	\$75.00
VALLARTA FOOD ENTERPRISES	0320	753183	030	7090	\$79.00

VALLARTA FOOD ENTERPRISES	0335	751347	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0335	751588	060	722C	\$700.00
VALLARTA FOOD ENTERPRISES	0335	751819	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0335	752523	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0340	753147	030	7099	\$300.00
VALLARTA FOOD ENTERPRISES	0340	753148	030	7099	\$100.00
VALLARTA FOOD ENTERPRISES	0355	751823	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0355	751833	030	7090	\$430.00
VALLARTA FOOD ENTERPRISES	0355	752047	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0380	753547	030	0643	\$250.00
VALLARTA FOOD ENTERPRISES	0385	753155	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0395	752519	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0415	751592	030	7090	\$50.00
VALLARTA FOOD ENTERPRISES	0415	751594	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0415	752837	030	7091	\$400.00
VALLARTA FOOD ENTERPRISES	0417	753057	030	7099	\$300.00
VALLARTA FOOD ENTERPRISES	0420	752629	030	0171	\$200.00
VALLARTA FOOD ENTERPRISES	0421	751635	030	7090	\$450.00
VALLARTA FOOD ENTERPRISES	0421	752690	030	0125	\$800.00
VALLARTA FOOD ENTERPRISES	0421	753548	030	0171	\$200.00
VALLARTA FOOD ENTERPRISES	0430	751180	030	7099	\$150.00
VALLARTA FOOD ENTERPRISES	0430	752430	030	7099	\$125.00
VALLARTA FOOD ENTERPRISES	0440	751480	030	7099	\$500.00
VALLARTA FOOD ENTERPRISES	0440	752526	030	7099	\$500.00
VALLARTA FOOD ENTERPRISES	0455	752611	030	0115	\$250.00
VALLARTA FOOD ENTERPRISES	0455	753543	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0455	753545	030	0171	\$300.00
VALLARTA FOOD ENTERPRISES	0455	753546	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0460	752691	030	0172	\$350.00
VALLARTA FOOD ENTERPRISES	0485	751337	030	7099	\$500.00
VALLARTA FOOD ENTERPRISES	0490	752498	030	7090	\$700.00
VALLARTA FOOD ENTERPRISES	0565	752521	030	0172	\$200.00
VALLARTA FOOD ENTERPRISES	0565	753184	030	0172	\$100.00
VALLARTA FOOD ENTERPRISES	0567	752029	030	7099	\$300.00
VALLARTA FOOD ENTERPRISES	0575	751586	030	0115	\$400.00
VALLARTA FOOD ENTERPRISES	0700	752998	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0700	753522	030	0606	\$150.00
VALLARTA FOOD ENTERPRISES	0710	752332	030	0152	\$300.00
VALLARTA FOOD ENTERPRISES	0710	752918	030	0152	\$300.00
VALLARTA FOOD ENTERPRISES	0710	752919	030	0152	\$400.00
VALLARTA FOOD ENTERPRISES	0727	751829	030	0168	\$150.00
VALLARTA FOOD ENTERPRISES	0727	753144	030	0169	\$200.00
VALLARTA FOOD ENTERPRISES	0758	752921	030	7091	\$700.00
VALLARTA FOOD ENTERPRISES	0758	752923	030	7091	\$700.00
VALLARTA FOOD ENTERPRISES	0758	752925	030	7091	\$700.00
VALLARTA FOOD ENTERPRISES	0765	752524	060	9021	\$300.00
VALLARTA FOOD ENTERPRISES	0785	752533	060	9018	\$400.00

VALLARTA FOOD ENTERPRISES	0785	753157	060	9018	\$1,000.00
VALLARTA FOOD ENTERPRISES	0790	751632	060	7425	\$250.00
VALLARTA FOOD ENTERPRISES	0810	753266	030	0640	\$200.00
VALLARTA FOOD ENTERPRISES	0930	752043	030	0720	\$150.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1041163	060	6300	\$180.00
VALLEY FENCE COMPANY	0765	751495	030	0192	\$1,456.00
VALLEY IRON, INC.	0710	753196	060	6388	\$1,123.59
VALLEY LIBRARY BINDERY	0055	751197	030	7099	\$2,116.83
VALLEY PERFORMING ARTS COUNCIL	0727	751067	060	3210	\$5,000.00
VARSITY BRANDS HOLDING CO., INC.	0010	753503	030	0115	\$1,109.91
VARSITY BRANDS HOLDING CO., INC.	0030	752130	030	0172	\$808.06
VARSITY BRANDS HOLDING CO., INC.	0100	751136	030	7090	\$1,482.74
VARSITY BRANDS HOLDING CO., INC.	0127	753262	030	7090	\$1,231.67
VARSITY BRANDS HOLDING CO., INC.	0145	751130	030	0172	\$1,621.12
VARSITY BRANDS HOLDING CO., INC.	0160	752802	030	0172	\$2,248.58
VARSITY BRANDS HOLDING CO., INC.	0185	751155	030	0172	\$2,886.76
VARSITY BRANDS HOLDING CO., INC.	0185	753237	030	0172	\$2,475.98
VARSITY BRANDS HOLDING CO., INC.	0235	752891	030	0172	\$176.76
VARSITY BRANDS HOLDING CO., INC.	0285	753462	030	0172	\$473.38
VARSITY BRANDS HOLDING CO., INC.	0320	751439	030	0172	\$1,167.71
VARSITY BRANDS HOLDING CO., INC.	0335	752872	030	0172	\$4,153.20
VARSITY BRANDS HOLDING CO., INC.	0395	751153	030	0172	\$669.03
VARSITY BRANDS HOLDING CO., INC.	0395	751599	030	7090	\$4,741.58
VARSITY BRANDS HOLDING CO., INC.	0395	752735	030	7099	\$5,770.50
VARSITY BRANDS HOLDING CO., INC.	0421	751843	030	0125	\$3,910.15
VARSITY BRANDS HOLDING CO., INC.	0421	752662	030	0172	\$1,198.58
VARSITY BRANDS HOLDING CO., INC.	0421	752866	030	0172	\$406.64
VARSITY BRANDS HOLDING CO., INC.	0445	751750	030	0115	\$946.78
VARSITY BRANDS HOLDING CO., INC.	0475	752118	030	7099	\$2,784.00
VERNIER SOFTWARE	0055	752394	030	0125	\$907.89
VERNIER SOFTWARE	0235	753406	030	0125	\$121.96
VEX ROBOTICS	0710	751387	030	0152	\$8,122.99
VEX ROBOTICS	0710	751612	060	6388	\$1,830.67
VEX ROBOTICS	0887	751995	030	0143	\$4,228.22
VICTORY TEAM APPAREL, INC.	0155	752367	030	0171	\$1,943.49
VICTORY TEAM APPAREL, INC.	0155	752367	030	0172	\$718.78
VIKING ENTERPRISES	0235	753359	030	0172	\$2,000.00
VIKING ENTERPRISES	1145	752932	350	0913	\$3,050.00
VIKING ENTERPRISES	1270	753353	350	0917	\$2,500.00
VINCENT COMMUNICATIONS, INC.	0320	753054	030	0110	\$77.99
VINCENT COMMUNICATIONS, INC.	0335	752065	030	0123	\$487.58
VINCENT COMMUNICATIONS, INC.	0417	751889	030	0115	\$389.95
VINCENT COMMUNICATIONS, INC.	0450	753052	030	7090	\$194.98
VINCENT COMMUNICATIONS, INC.	0495	751176	030	7090	\$116.99
VIRCO, INC.	0480	751885	030	7099	\$1,459.31
VIRCO, INC.	0480	751887	030	7099	\$599.74
VRG	0395	753338	030	0171	\$300.00

VS ATHLETICS	0185	752892	030	0172	\$937.48
W.O.W. PRODUCTIONS	0145	752068	030	7099	\$486.00
W.O.W. PRODUCTIONS	0727	753352	030	0167	\$920.00
W.O.W. PRODUCTIONS	0727	753361	030	0167	\$1,120.00
WALLER IMPACT, LLC	0450	752165	030	0643	\$1,150.00
WARDS NATURAL SCIENCE, INC.	0055	752354	030	0125	\$1,315.52
WARDS NATURAL SCIENCE, INC.	0145	753217	030	7099	\$1,190.44
WARDS NATURAL SCIENCE, INC.	0565	752092	030	0110	\$103.87
WARN WILSON JR.	0755	753081	030	0176	\$1,900.00
WECO SUPPLY CO.	0010	743705	030	0171	\$100.00
WENGER CORPORATION	0265	751605	030	7090	\$6,570.20
WEPRINTIT	0395	753367	030	0171	\$100.00
WEPRINTIT	0730	753119	030	0656	\$9,000.00
WHITE CAP INDUSTRIES, INC.	0919	753195	060	8150	\$2,383.69
WHITE PINE LUMBER	0700	752953	030	0606	\$1,200.00
WHITE PINE LUMBER	0919	741078	060	8150	\$7,000.00
WHITIES PET SHOP	0235	744820	030	0125	\$100.00
WHY TRY, INC.	0810	753425	030	0649	\$8,000.00
WILD WATER ADVENTURES	0075	752126	030	7090	\$1,760.13
WILD WATER ADVENTURES	0140	751526	030	0643	\$1,200.50
WILD WATER ADVENTURES	0208	753426	080	8210	\$1,560.10
WILD WATER ADVENTURES	0465	753437	030	7099	\$2,006.72
WILD WATER ADVENTURES	0550	753412	030	0172	\$1,462.50
WILSON TROPHY COMPANY OF CALIFORNIA	0710	753459	060	6388	\$2,942.28
WOLF LAKES PARK, INC.	0395	753368	030	0171	\$4,970.63
WONDER VALLEY RANCH RESORT	0725	752107	030	0173	\$8,300.00
WOO, T. S. DISTRIBUTING	0230	743304	030	0172	\$500.00
WORLD BOOK, INC.	0215	752543	060	3010	\$812.62
WORLD'S FINEST CHOCOLATE	0435	753134	080	8210	\$5,606.00
XIT SOLUTIONS	0035	751607	030	7090	\$564.60
XIT SOLUTIONS	0417	751614	030	7099	\$4,706.27
XIT SOLUTIONS	0417	751621	030	7091	\$7,984.90
YELLOW DOG SIGNS & GRAPHICS	0055	752699	030	7090	\$975.15
YELLOW DOG SIGNS & GRAPHICS	0885	753019	030	0143	\$599.72
ZUCILLA, SANDRA	0701	752829	030	0606	\$43.23

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0976	2002A Refunding Measure A & K	1045	Birney Elementary
0977	2004B Refunding Measure A & K	0855	Board Of Education
0679	231 Grant-Adult Education	1855	Board Of Education
0504	504 Coordinator	0708	Bookstore-Adult Education
0681	ABE-Adult Education	0055	Bullard High School
0002	Academy for Civil & Entrepreneurial Leadership	1055	Bullard High School
0005	Addams Elementary	0060	Bullard Talent K-8
1005	Addams Elementary	1060	Bullard Talent K-8
0553	Addicott	0070	Burroughs Elementary
1553	Addicott	1070	Burroughs Elementary
1950	Addicott-Maintenance & Operations	0875	Business Services Administration
0705	Administration-Adult Education	0075	Calwa Elementary
1705	Administration-Adult Education	1075	Calwa Elementary
0237	Adult Transition Program on Fairmont	0230	Cambridge
1237	Adult Transition Program on Fairmont	1230	Cambridge
0755	African American Academic Acceleration (A4)	0726	Campus Culture
0010	Ahwahnee Middle School	0710	Career / Vocational Education
1010	Ahwahnee Middle School	1710	Career / Vocational Education
0619	Alternative Education	1709	Caregiver Training-Adult Education
1577	Alternative Education Facility	0851	CART
0015	Anthony Elementary	1851	CART
1015	Anthony Elementary	0503	Carter C. Woodson Public Charter
0020	Ayer Elementary	0080	Carver K-8
1020	Ayer Elementary	1080	Carver K-8
0025	Aynesworth Elementary	0799	Categorical Indirect
1025	Aynesworth Elementary	0089	Ceasar Chavez
0030	Baird Middle	1089	Ceasar Chavez
1030	Baird Middle	0090	Centennial Elementary
0535	Bakman Elementary	1090	Centennial Elementary
1535	Bakman Elementary	1914	Central Processing Facility
0035	Balderas Elementary	0012	Charter School
1035	Balderas Elementary	1012	Charter School
0880	Benefits & Risk Management	0715	Children's Centers
0040	Bethune Elementary	0703	Classified Development
1040	Bethune Elementary	0706	College & Career Readiness
0045	Birney Elementary	0095	Columbia Elementary
		1095	Columbia Elementary

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0098	Comm-Phoenix Elementary	1140	Eaton Elementary
1098	Comm-Phoenix Elementary	0145	Edison High School
1796	Community and Family Engagement Network	1145	Edison High School
0711	Community Education-Adult Education	1143	Education Center Canteen
0860	Community Information	1961	Education Center-Maintenance & Operations
1860	Community Information	0865	Educational Assessment
0100	Computech	1865	Educational Assessment
1100	Computech	0618	Elementary Division Area EG
0105	Cooper Middle School	0616	Elementary Division Area HL
1105	Cooper Middle School	0785	Elementary-Special Education
0426	Creative Alternatives	1785	Elementary-Special Education
0700	Curriculum/Instruction	0781	Elementary-Speech Language Pathology
1700	Curriculum/Instruction	1781	Elementary-Speech Language Pathology
0110	Dailey Elementary	0921	Energy Management
1110	Dailey Elementary	1921	Energy Management
0120	Del Mar Elementary	0758	English Learner Services
1120	Del Mar Elementary	1758	English Learner Services
0123	Design Science High School	0924	Environmental Services
1123	Design Science High School	1924	Environmental Services
0125	Dewolf High School	0852	Equity & Access
1125	Dewolf High School	0150	Ericson Elementary
0077	Dewolf West	1150	Ericson Elementary
0663	District & School Accountability	0675	ESL-Adult Education
1798	District Initiatives	1675	ESL-Adult Education
0798	District Initiatives	0155	Ewing Elementary
0130	Duncan Polytechnical	1155	Ewing Elementary
1130	Duncan Polytechnical	0790	Extended Learning
0722	E Street Services	1790	Extended Learning
1722	E Street Services	0725	Extracurricular & Co-curricular
0767	Early Learning Center	0905	Facilities Management & Planning
1767	Early Learning Center	1905	Facilities Management & Planning
0765	Early Learning Department	0160	Figarden Elementary
1765	Early Learning Department	1160	Figarden Elementary
0135	Easterby Elementary	0890	Fiscal Services
1135	Easterby Elementary	1890	Fiscal Services
0140	Eaton Elementary	0910	Food Services

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1910	Food Services	1220	Holland Elementary
0165	Forkner Elementary	0225	Homan Elementary
1165	Forkner Elementary	1225	Homan Elementary
0170	Fort Miller Middle	0227	Homeless
1170	Fort Miller Middle	0235	Hoover High School
0175	Fremont Elementary	1235	Hoover High School
1175	Fremont Elementary	0713	HSS-Gain Excess Cost-Adult Education
0176	Fresno Adventist	0930	Human Resources
0181	Fresno City College	1930	Human Resources
1181	Fresno City College	0748	IMS
0185	Fresno High School	1748	IMS
1185	Fresno High School	0601	Instructional Division - Academic Office
0188	Fulton	1601	Instructional Division - Academic Office
1188	Fulton	0655	Instructional Leadership
0575	Gaston B Rutherford Middle School	1744	Instructional Media
1575	Gaston B Rutherford Middle School	0744	Instructional Media
0190	GATE Office	0250	Jackson Elementary
0674	GED Testing-Adult Education	1250	Jackson Elementary
0682	GED-Adult Education	0326	JE Young Annex
0200	Gibson Elementary	1326	JE Young Annex
1200	Gibson Elementary	0240	JE Young Independent Study
0205	Ginsburg	1240	JE Young Independent Study
1205	Ginsburg	0255	Jefferson Elementary
0893	Grants Resources/Development	1255	Jefferson Elementary
0915	Graphics Center	0257	Kepler Charter
0510	Greenberg Elementary	0260	King Elementary
1510	Greenberg Elementary	1260	King Elementary
0208	Hamilton	0265	Kings Canyon Middle School
1208	Hamilton	1265	Kings Canyon Middle School
0730	Health Services	0270	Kirk Elementary
0210	Heaton Elementary	1270	Kirk Elementary
1210	Heaton Elementary	0285	Kratt Elementary
0215	Hidalgo Elementary	1285	Kratt Elementary
1215	Hidalgo Elementary	0935	Labor Relations
0660	High School Administration	1935	Labor Relations
1655	High School Division	0290	Lane Elementary
0220	Holland Elementary	1290	Lane Elementary

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0295	Lawless Elementary	1900	Operational Services
1295	Lawless Elementary	0361	Our Lady Of Victory
0702	Leadership Development	0780	PACE Program
0305	Leavenworth Elementary	1912	Packaging Center
1305	Leavenworth Elementary	0676	Parent Education-Adult Education
1870	Legal Services	0796	Parent University
0310	Lincoln Elementary	0889	Payroll Department
1310	Lincoln Elementary	0127	Phillip J Patino School of Entrepreneurs
0788	Low Incidence-Special Education	1127	Phillip J Patino School of Entrepreneurs
0315	Lowell Elementary	0102	Phoenix Secondary
1315	Lowell Elementary	1102	Phoenix Secondary
0896	Mail Room	0919	Plant Maintenance
0320	Malloch Elementary	1919	Plant Maintenance
1320	Malloch Elementary	0920	Plant Maintenance & Operations
0787	Management-Special Education	1920	Plant Maintenance & Operations
1787	Management-Special Education	0365	Powers Elementary
0195	Manchester GATE Elementary	1365	Powers Elementary
1195	Manchester GATE Elementary	0810	Prevention & Intervention
0325	Mayfair Elementary	1810	Prevention & Intervention
1325	Mayfair Elementary	1280	Pride Intervention
0330	McCardle Elementary	0302	Professional Learning
1330	McCardle Elementary	1302	Professional Learning
0335	McLane High School	0770	Psychological & Guidance
1335	McLane High School	0895	Purchasing
0812	Men's/Women's Alliance	1895	Purchasing
0615	Middle School	0370	Pyle Elementary
1615	Middle School	1370	Pyle Elementary
0750	Migrant	0552	Rata
0340	Muir Elementary	1552	Rata
1340	Muir Elementary	1958	Rata-Maintenance & Operations
0727	Music/Visual and Performing Arts	0775	Regional Occupation Program
1578	New Southeast Site	0712	Restaurant-Adult Education
0355	Norseman Elementary	0811	Restorative Justice
1355	Norseman Elementary	1811	Restorative Justice
0530	Olmos Elementary	0380	Robinson Elementary
1530	Olmos Elementary	1380	Robinson Elementary
0900	Operational Services		

DEPARTMENT INDEX (Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0385	Roeding Elementary	1576	Southeast High School
1385	Roeding Elementary	1437	Southeast Intersession
0395	Roosevelt High School	0661	Special Projects
1395	Roosevelt High School	0428	St Anthony
0400	Roosevelt School of the Arts	0429	St Helens
1400	Roosevelt School of the Arts	0422	Starr Elementary
0410	Rowell Elementary	1422	Starr Elementary
1410	Rowell Elementary	0795	State & Federal Programs
0891	Salaries & Benefits	0430	Storey Elementary
1891	Salaries & Benefits	1430	Storey Elementary
0892	Salaries & Benefits Supplemental	0805	Student Records
1892	Salaries & Benefits Supplemental	0421	Sunnyside High School
0412	San Joaquin	1421	Sunnyside High School
0415	Scandinavian Middle School	0435	Sunset Elementary
1415	Scandinavian Middle School	1435	Sunset Elementary
0617	School Leadership	0850	Superintendent
0970	School Safety	0840	Support Services
1970	School Safety	0701	Teacher Development
0853	School Support Division	1701	Teacher Development
0635	Secondary Division	0887	Technology Learner Support
1635	Secondary Division	0886	Technology Network Data Center
0680	Secondary-Adult Education	0885	Technology Services
0786	Secondary-Special Education	1885	Technology Services
1786	Secondary-Special Education	0440	Tehipite Middle School
0782	Secondary-Speech Language Pathology	1440	Tehipite Middle School
1782	Secondary-Speech Language Pathology	0923	Telecommunications
0664	Security Office	1923	Telecommunications
0417	Sequoia Middle School	0445	Tenaya Middle School
1417	Sequoia Middle School	1445	Tenaya Middle School
0797	SES - Choice	0423	Terronez Middle School
0560	Site M-Orange/Butler	1423	Terronez Middle School
1560	Site M-Orange/Butler	0450	Thomas Elementary
1561	Site Ventura/Tenth	1450	Thomas Elementary
0420	Slater Elementary	0455	Tioga Middle School
1420	Slater Elementary	1455	Tioga Middle School
0554	Southeast Elementary	0794	Transfers Office
1554	Southeast Elementary	1984	Transfers: Buyback Days

DEPARTMENT INDEX

(Alpha)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1986	Transfers: Designated Health	0500	Wolters Elementary
1987	Transfers: EPA	1500	Wolters Elementary
1982	Transfers: Lottery - Continuation	0565	Yokomi Elementary
1980	Transfers: Lottery - Elementary	1565	Yokomi Elementary
1983	Transfers: Lottery - JE Young	0505	Yosemite Middle School
1981	Transfers: Lottery - Music	1505	Yosemite Middle School
1991	Transfers: Preschool - 6105 to 0192		
1985	Transfers: Professional Learning Column		
1990	Transfers: SPED - 3310 to 6500		
1989	Transfers: SPED - Baseline Intervention		
0925	Transportation		
0460	Turner Elementary		
1460	Turner Elementary		
0463	Valley Arts and Science Academy		
0462	Valley Preparatory Academy Charter		
0567	Vang Pao Elementary		
1567	Vang Pao Elementary		
0465	Viking Elementary		
1465	Viking Elementary		
0470	Vinland Elementary		
1470	Vinland Elementary		
0670	Vocational Ed-Adult Education		
0897	Warehouse		
1897	Warehouse		
0475	Wawona Middle School		
1475	Wawona Middle School		
0480	Webster Elementary		
1480	Webster Elementary		
0881	WellPath		
0550	Williams Elementary		
1550	Williams Elementary		
0485	Wilson Elementary		
1485	Wilson Elementary		
0490	Winchell Elementary		
1490	Winchell Elementary		
0495	Wishon Elementary		
1495	Wishon Elementary		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM A-27

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 March 01, 2022 through March 31, 2022 – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from March 01, 2022 through March 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.

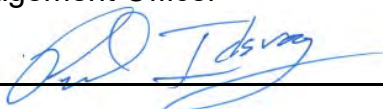
FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:





THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
MARCH 01, 2022 TO MARCH 31, 2022
RATIFICATION DATE JUNE 01, 2022**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
FRESNO COUNTY EOC	0810	752928	030	0640	\$1,600.00
FRESNO COUNTY EOC/FOOD SERVICE	0765	752058	060	9021	\$5,000.00
FRESNO COUNTY EOC	0765	752734	030	0192	\$500.00
FRESNO COUNTY EOC	0765	752737	030	0192	\$300.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM B-28

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 Fresno Unified Student Engagement and Leadership Activities

ITEM DESCRIPTION: Students will present highlights of a variety of student engagement and leadership programs within the district.

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

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM B-29

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Hold Public Hearing, Present and Discuss Fresno Unified School District's 2022/23 Local Control and Accountability Plan

ITEM DESCRIPTION: Included in the Board binders is a copy of the Fresno Unified School District 2022/23 draft Local Control and Accountability Plan (LCAP). Staff will present and the Board of Education will discuss the plan. As required by Education Code 52062, a public hearing will be conducted to provide an opportunity for discussion and public comment regarding the Local Control and Accountability Plan.

On December 15, 2021, staff reviewed the planned engagement strategy with the Board. Outreach took place in January and February and included meetings with labor partners, focus groups, Regional Roundtables, ThoughtExchange, meetings with the District Advisory Committee (DAC) and the District English Language Advisory Committee (DELAC), and the LCAP survey. On, March 16, 2022, staff presented to the Board the input received from various educational partners. The first draft of the LCAP was posted on April 21, 2022. The draft LCAP was also presented to the DAC on May 19, 2022, and the DELAC on May 12, 2022. The latest draft has been updated to reflect feedback from educational partners, the Governor's May Revision, and strategic budget discussions.

The 2022/23 final LCAP is scheduled for discussion and adoption at the June 15, 2022, Board meeting.

FINANCIAL SUMMARY: As noted in the support material.

PREPARED BY: Tammy Townsend
Executive Officer 

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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:








Fresno Unified
School District



Public Hearing: 2022/23 Draft Local Control and Accountability Plan (LCAP)

WHAT WE WILL COVER

- LCAP Overview/Timeline
- Educational Partner Participation
- Additional Concentration Funds
- New LCAP Goals
- LCAP Crosswalk
- Draft LCAP Document and Resources
- Upcoming Budget Discussions



The cover page for the Fresno Unified School District LCAP Executive Summary 2022/23 features a collage of diverse children and a teacher. At the top left is the Fresno Unified School District logo. At the top right is a circular seal for the 'LOCAL CONTROL & ACCOUNTABILITY PLAN 2021-24'. The central text reads 'ACHIEVING our GREATEST Potential!'. Below this is a blue banner with 'LCAP Executive Summary' and '2022/23'. The page is divided into three columns: 'LCFF Local Control Funding Formula', 'LCAP Local Control and Accountability Plan', and '8 State Priorities'. The '8 State Priorities' are listed as: 1. Basic Services, 2. Academic Standards, 3. Parent Involvement, 4. Student Achievement, 5. Student Engagement, and 6. School Climate.

Fresno Unified School District

LOCAL CONTROL & ACCOUNTABILITY PLAN 2021-24

ACHIEVING our GREATEST Potential!

LCAP Executive Summary
2022/23

LCFF Local Control Funding Formula
The Local Control Funding Formula (LCFF) is California's formula for determining the level of state funding provided to school districts. The majority of funding is dedicated to improving academic outcomes for all

LCAP Local Control and Accountability Plan
The Local Control and Accountability Plan (LCAP) is the district's three year plan for how it will use state LCFF funding to service all students.
During the 2020/21 school year, Fresno Unified School

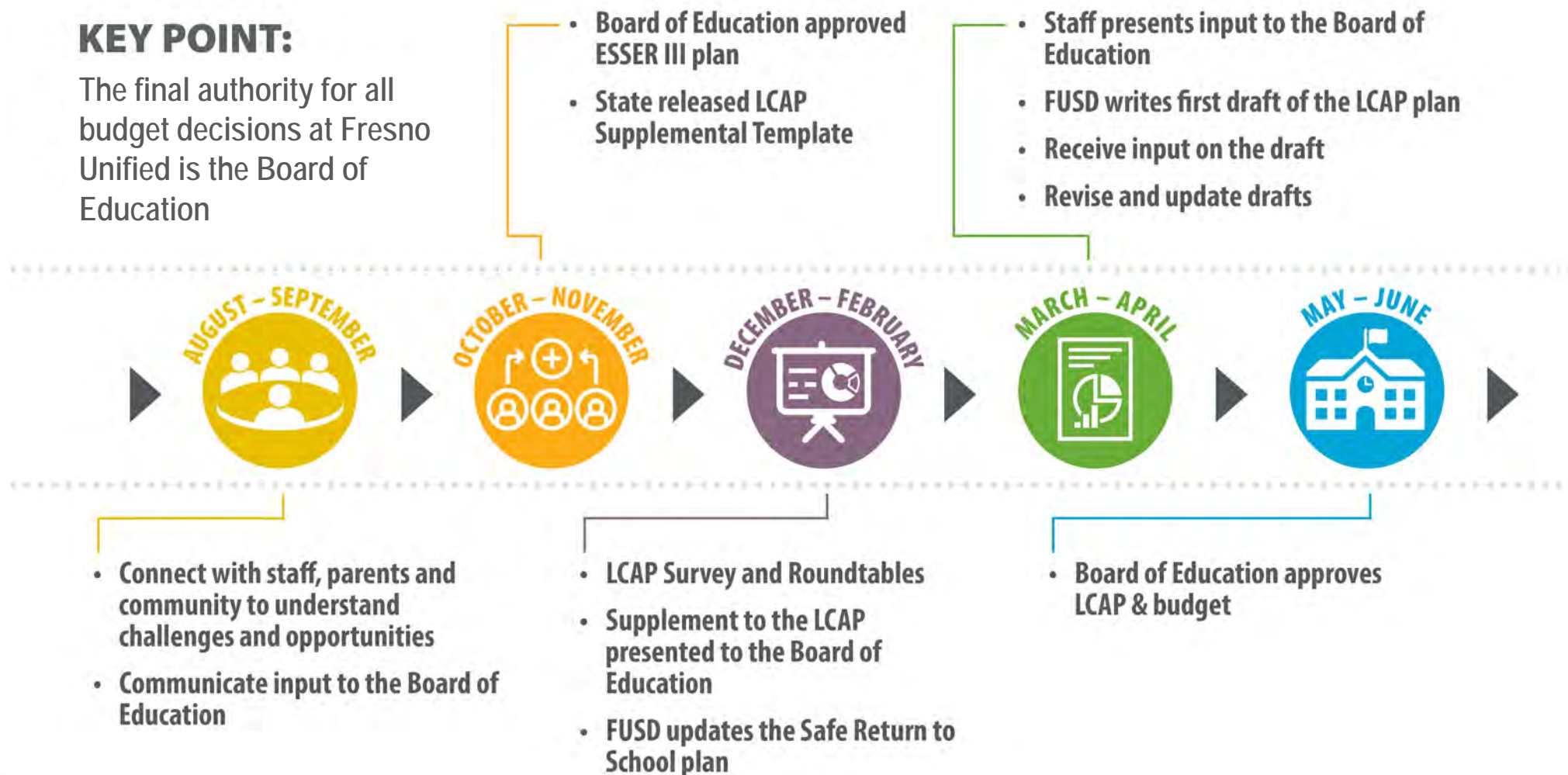
8 State Priorities

1. Basic Services
2. Academic Standards
3. Parent Involvement
4. Student Achievement
5. Student Engagement
6. School Climate

2021/22 PLANNING AND ENGAGEMENT TIMELINE

KEY POINT:

The final authority for all budget decisions at Fresno Unified is the Board of Education



EDUCATIONAL PARTNER PARTICIPATION

DISTRICT COMMITTEES

- DAC (District Advisory Committee transitioning to PAC in 2022/23)
- DELAC (District English Learner Advisory Committee)
- CAC (Community Advisory Committee)
- SAB (Student Advisory Board)
- Foster Youth Roundtables

LCAP SURVEY

- 934 Participants

ROUNDTABLES

- Virtual and In-person
- 390 participants
- 10 Townhalls
- English, Spanish, Hmong

COMMUNITY/FAMILIES

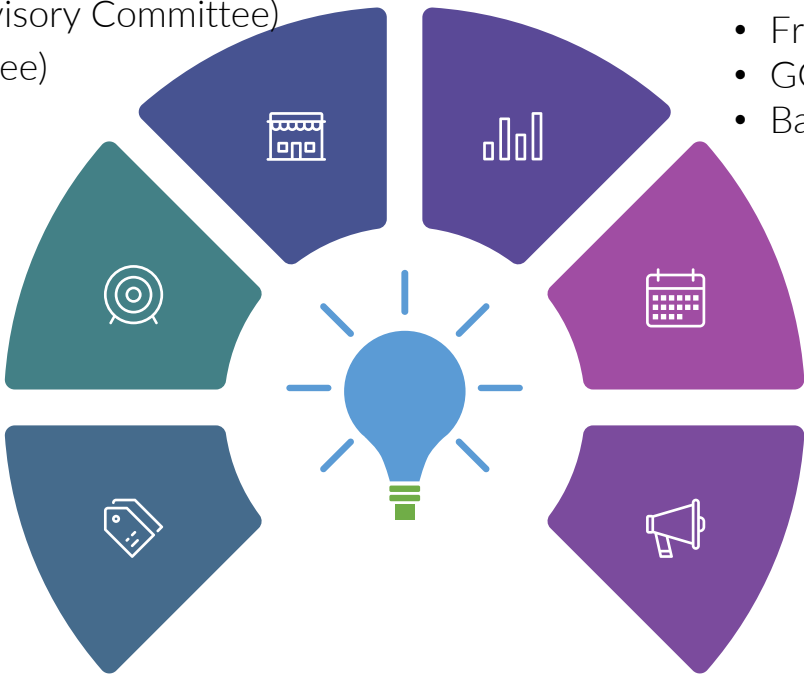
- Community Based Organization Brainstorm
- Fresno Rescue Mission
- CASA
- Fresno EOC
- GO Public Schools Fresno
- Back to School Saturday Family Fair

STAFF

- Principal's Resource Fair
- Special Education Administrators
- Teacher's Buy Back Day

STUDENTS

- Foster Youth Student Voice
- Student Lunchtime Booths



LABOR PARTNERS

NEW THIS YEAR – ADDITIONAL 300 POSITIONS AT SCHOOL SITES

		Elementary	Middle	High	Specialty Schools	Total FTE Added
Social Emotional	School Psychologist	1 per site	1 per site	2 per site		27.0
	Behavior Intervention Specialist				1	1.0
	Resource Counseling Assistant			1 per site	3	10.0
Special Education	Regional Instructional Manager		0.5 per site	1 per site	1	15.0
Academic Support & School Climate	Instructional Coach	1 per site			1	65.0
	Counselor		1 per site*			15.0
	Teacher, Campus Climate and Culture		1 per site			9.6
	Vice Principal or GLA			1 per site*	4	11.0
Attendance Support & Family Engagement	Child Welfare Attendance Officer	0.5 to 1 per site	1 per site		2	47.0
	Home School Liaison	1 per site	1 per site			77.0
Safety	Campus Safety Assistant		1 per site*	1 per site*	1	23.0
Grand Total		<i>*Staffing recommendation is in addition to current positions allotted through staffing</i>				300.6 FTE

Highlighting Significant Impacts for Schools

- Currently, no bilingual 8-hour Home School Liaisons at Elementary Schools but new investment will add to all Elementary and Middle schools
- 107% increase in Regional Instructional Managers to support students with disabilities
- 24% increase in Psychologists
- 50% increase in Child Welfare and Attendance Specialists

NEW THIS YEAR – DISTRICT GOAL FOR FOSTER YOUTH

Foster Youth:

Goal: Provide foster youth targeted social emotional and academic interventions to increase graduation rates

- Metric - Graduation Rate
 - 2017/18 - 64.1%
 - 2018/19 - 67.4%
- New Investments for 2022/23
 - 10 FTE Clinical School Social Workers



NEW THIS YEAR – DISTRICT GOAL FOR STUDENTS WITH DISABILITIES

Students with Disabilities:

Goal: Provide students and their families / guardians with transition planning resources and options for pathways towards post-secondary and employment opportunities

- Metrics - Graduation Rate and College and Career Readiness
 - Graduation Rate
 - 2017/18 - 62.2%
 - 2018/19 - 66.7%
 - College and Career Readiness
 - 2017/18 - 8.1%
 - 2018/19 - 7.3%
- New Investments for 2022/23
 - 15.0 FTE Regional Instructional Managers (RIM's)
 - 6.0 FTE Co-Teachers expanded program
 - 1.0 FTE Workability Technician (*Funded by Workability Grant*)
 - Continue Registered Behavioral Technicians contract
 - Wonderworks Goalbook



LISTENING TO EDUCATIONAL PARTNERS AND INVESTING IN STUDENTS

INPUT FROM EDUCATIONAL PARTNERS

CURRENT DISTRICT INVESTMENTS

PROPOSED ADDITIONS FOR 2022/23



MENTAL HEALTH

Investment includes Social Workers, Resource Counseling Assistants, Restorative Practices, School Psychologists & other supports

LCFF

LCFF

LCFF

- 27 FTE School Psychologists
- Confidential Office Space at Schools
- 10 FTE Resource Counseling Assistants

\$30.7
million



STUDENT NUTRITION

The Cafeteria Fund provides 98,000 meals each day: 27,000 breakfasts, 58,000 lunches, 7,500 snacks and 5,500 Super Snacks. Additionally, 222,000 summer meals served annually

- Replace/Upgrade Meal Preparation Equipment
- New Cafeteria and Outdoor Tables

\$6.4
million



READING/ LANGUAGE SUPPORT

Investment to support the district's English learners with supplemental supports & services. Additionally, \$2 million invested to expand Dual Language Programs

LCFF

LCFF

- 65 FTE Instructional Coaches
- Student Mentors for English learners
- Increased professional learning

\$9.1
million



POST SECONDARY SUPPORTS

Investments to support ROP, Linked Learning, and CTE pathway development. Additionally, Kids Invent programs to promote STEM learning

LCFF

- 15 FTE Counselors
- Additional student internships

\$2.8
million



SUPPORTS FOR STUDENT GROUPS

Specialized funding to support foster youth, English learners, African American students, early learners, students with disabilities, students with behavior challenges and others

LCFF

LCFF

- Student backpacks and supplies
- 10 FTE Social Workers for foster youth
- 15 FTE Regional Instructional Managers

\$5.6
million

LCFF

Denotes an investment from Local Control Funding Formula , Supplemental and Concentration Funds

LISTENING TO EDUCATIONAL PARTNERS AND INVESTING IN STUDENTS

INPUT FROM EDUCATIONAL PARTNERS

CURRENT DISTRICT INVESTMENTS

PROPOSED ADDITIONS FOR 2022/23



HEALTH AND SAFETY

Investments include Personal Protective Equipment, Cleaning and Sanitization, Campus Safety Assistants, School Health Services, and School Resource Officers

LCFF

- 23 FTE Campus Safety Assistants
- HVAC Upgrades
- 2 FTE Staff for Health Services,
- Contract nurses to support wellness hubs

\$32.4
million



SCHOOL CLIMATE

Investments include school climate and culture staff, as well as investments in family engagement

LCFF

- 9.6 FTE Campus Climate and Culture Teachers
- New team for Translation / Interpretation

\$1.9
million



ATTENDANCE AND ENGAGEMENT

Investments include Child Welfare and Attendance Specialists, athletics, enrichment trips, arts, music, mentoring programs

LCFF

LCFF

- 47 FTE Child Welfare and Attendance Specialists
- Expanding Music Programs to Kindergarten

\$3.7
million



TECHNOLOGY

Investments in Technology hardware, access and support

LCFF

- Data Center security and infrastructure
- Classroom interactive panels
- School / Neighborhood Wi-Fi Expansion
- Expanded FLATS centers to support technology use

\$33.5
million



AFTER SCHOOL

After School Programs at all schools

- Free, non-lottery-based programs
- Community Based Organization Collaboration
- Increased Funding for Supplies

\$1.3
million

LCFF

Denotes an investment from Local Control Funding Formula , Supplemental and Concentration Funds

ACCESS LCAP DRAFT, DOCUMENTS, AND FEEDBACK

To view the full Draft LCAP Plan please visit:

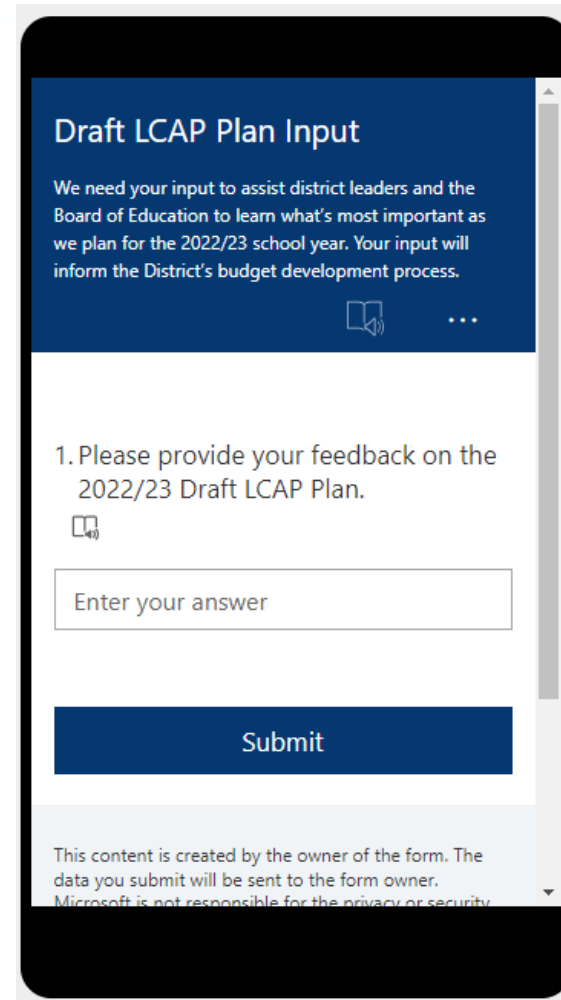
<https://stafed.fresnounified.org/lcap/>



WE WOULD LIKE TO HEAR FROM YOU

Please provide your input at:

<https://forms.office.com/r/74pj1xVqUK>



The screenshot shows a mobile interface for a form titled "Draft LCAP Plan Input". The header is dark blue with white text. Below the title, there is a paragraph explaining the purpose of the form: "We need your input to assist district leaders and the Board of Education to learn what's most important as we plan for the 2022/23 school year. Your input will inform the District's budget development process." There are two small icons to the right of the text: a speech bubble and a three-dot menu. The main content area is white and contains a numbered question: "1. Please provide your feedback on the 2022/23 Draft LCAP Plan." Below the question is a small icon of a document with a speech bubble. There is a text input field with the placeholder text "Enter your answer". Below the input field is a dark blue button with the text "Submit". At the bottom of the form, there is a light blue footer with small text: "This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security."

NEXT STEPS

- Public Hearing and Discussion
- Adoption of LCAP and Budget
 - June 15, 2022





Fresno Unified
School District



ACHIEVING
our GREATEST
Potential!



LCAP Executive Summary

2022/23

LCFF

Local Control Funding Formula

The Local Control Funding Formula (LCFF) is California's formula for determining the level of state funding provided to school districts. The majority of funding is dedicated to improving academic outcomes for all students with additional funding provided for English learners, foster youth and students living in poverty.

LCAP

Local Control and Accountability Plan

The Local Control and Accountability Plan (LCAP) is the district's three year plan for how it will use state LCFF funding to service all students.

During the 2021/22 school year, Fresno Unified School District held numerous meetings and roundtables to gain community input on how best to serve students.



8 State Priorities

1. Basic Services
2. Academic Standards
3. Parent Involvement
4. Student Achievement
5. Student Engagement
6. School Climate
7. Course Access
8. Other Outcomes

District Overview



Fresno Unified
School District



We nurture and cultivate the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment

STUDENT
ENROLLMENT
71,838
TOTAL

2,129
Pre K

39,529
TK – 6

10,649
7 – 8

19,531
9 – 12



STUDENT DIVERSITY

African American	8.0%	Hispanic	69.1%
American Indian	0.6%	Two or More Races	2.5%
Asian	10.8%	Pacific Islander	0.4%
Filipino	0.3%	White (Not Hispanic)	8.3%

STUDENT ENROLLMENT BY PROGRAM

English Learner	17.5%
Socioeconomically Disadvantaged	82.9%
Students with Disabilities	11.3%
Foster Youth	1.0%

SCHOOLS
109
TOTAL

66 Elementary
Schools

14 Middle
Schools

10 High
Schools

3 Special Education
Schools

6 Alternative Education
& Adult Schools

10 Charters

EMPLOYEES
10,000+
TOTAL



Educational Partner Engagement

LCAP PROCESS

KEY POINT:

The final authority for all budget decisions at Fresno Unified School District is the Board of Education

- Board of Education approved ESSER III plan
- State released LCAP Supplemental Template

- Staff presents input to the Board of Education
- FUSD writes first draft of the LCAP plan
- Receive input on the draft
- Revise and update drafts



- Connect with staff, parents and community to understand challenges and opportunities
- Communicate input to the Board of Education

- LCAP Survey and Roundtables
- Supplement to the LCAP presented to the Board of Education
- FUSD updates the Safe Return to School plan

- **New Investments:** Board of Education approves LCAP & budget

ENGAGEMENT OPPORTUNITIES

LCAP Participation Summary of Efforts

ROUNDTABLES

- Virtual and In-person
- 390 participants
- 10 Townhalls
- English, Spanish, Hmong

LCAP SURVEY

- 934 Participants

STAFF

- Principal's Resource Fair
- Special Education Administrators
- Teacher's Buy Back Day

LABOR PARTNERS

COMMUNITY/ FAMILIES

- Community Based Organization Brainstorm
- Fresno Rescue Mission
- CASA
- Fresno EOC
- GO Public Schools Fresno
- Back to School Saturday Family Fair

STUDENTS

- Foster Youth Student Voice
- Student Lunchtime Booths

DISTRICT COMMITTEES

- DAC (District Advisory Committees)
- DELAC (District English Learner Advisory Committee)
- CAC (Community Advisory Board)
- Foster Youth Roundtable



Progress Indicators

ACADEMIC



		YEAR	RESULTS	2023/24 DESIRED OUTCOME
English Language Arts iReady 3: On or above grade level	Year 1 Outcome	2020/21	34.4	38.9%
	Baseline	2020/21	35.6%	
Math iReady 3 On or above grade level	Year 1 Outcome	2020/21	28.3%	31.9%
	Baseline	2020/21	28.6%	
A-G Completion Rates	Year 1 Outcome	2020/21	51.8%	56.4%
	Baseline	2019/20	54.0%	
% of Students who pass AP exam with a score of 3 or higher	Year 1 Outcome	2020/21	19.6%	30.7%
	Baseline	2019/20	27.4%	
English learner Progress	Year 1 Outcome	Not Available Until Fall 2022		49.2%
	Baseline	2018/19	45.9%	
English learner Redesignation	Year 1 Outcome	2020/21	1.4%	Meet/Exceed State Redesignation Rate
	Baseline	2019/20	10.4%	

SCHOOL CONNECTEDNESS



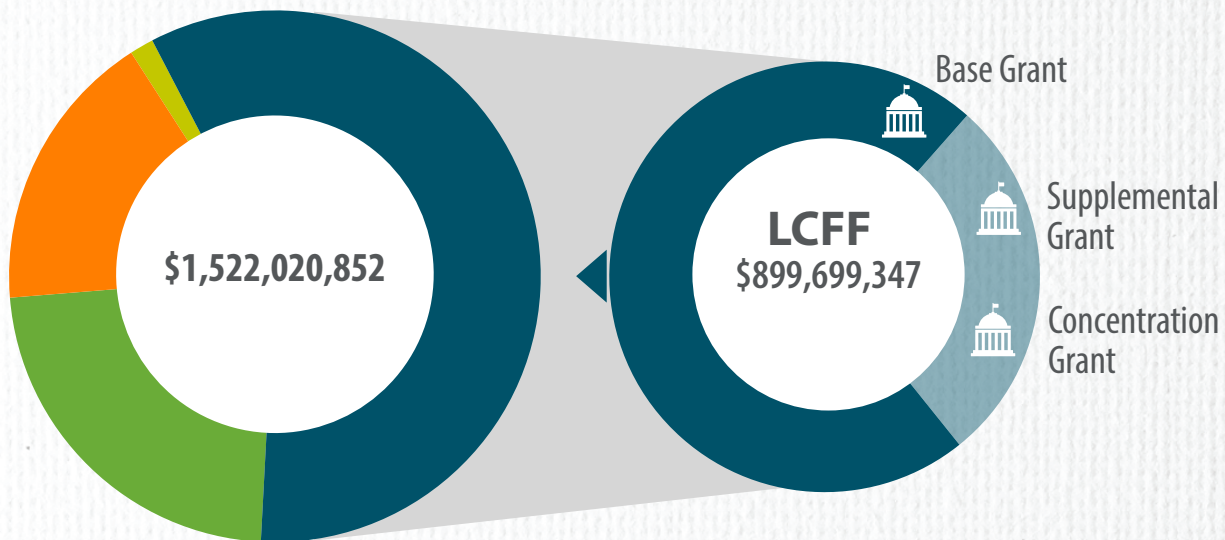
		YEAR	RESULTS	2023/24 DESIRED OUTCOME
School attendance rate	Year 1 Outcome	2020/21	87.5%	93.6%
	Baseline	2019/20	91.9%	
Chronic absenteeism	Year 1 Outcome	2020/21	24.0%	14.2%
	Baseline	2018/19	15.8%	
Middle school dropout rate	Year 1 Outcome	2020/21	0.8%	0.5%
	Baseline	2019/20	0.5%	
High school dropout rate	Year 1 Outcome	2020/21	8.7%	8.0%
	Baseline	2019/20	8.3%	
High school graduation rate	Year 1 Outcome	2020/21	87.6%	90.5%
	Baseline	2019/20	88.2%	
% students enrolled in any engagement in school and community	Year 1 Outcome	2020/21	32.2%	71.5%
	Baseline	2019/20	59.7%	
Student suspension rate	Year 1 Outcome	2020/21	0.2%	6.0%
	Baseline	2018/19	7.0%	
Student expulsion rate	Year 1 Outcome	2020/21	0.00%	0.18%
	Baseline	2018/19	0.2%	

OPERATIONAL



		YEAR	RESULTS	2023/24 DESIRED OUTCOME
Teachers misassigned	Year 1 Outcome	2020/21	0.491%	0.033%
	Baseline	2021/22	0.063%	
Teacher vacancies	Year 1 Outcome	2020/21	1.13%	0.19%
	Baseline	2021/22	0.28%	
Access to instructional materials	Year 1 Outcome	2020/21	100.0%	100%
	Baseline	2020/21	100.0%	
Facilities are properly maintained	Year 1 Outcome	2021/22	100.0%	100%
	Baseline	2020/21	100.0%	

Financial



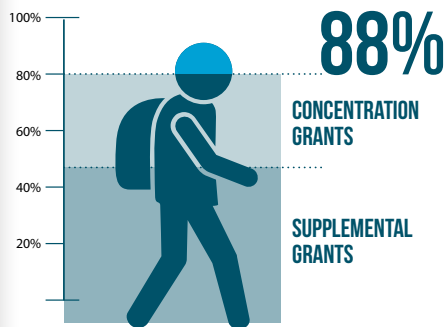
Federal ● \$342,818,761
State ● \$257,589,458
Local ● \$21,913,286
LCFF ● \$899,699,347

TOTAL \$1,522,020,852



LOCAL CONTROL FUNDING FORMULA- LCFF

STUDENTS LIVING IN DISADVANTAGED CIRCUMSTANCES



In Fresno Unified, 88% of student's are English language learners, foster youth or students whose families live below the federal poverty level.

BASE GRANTS

LCFF Provides a base grant, which funds basic educational costs, such as teacher salaries, retirement costs, instructional materials, etc.

SUPPLEMENTAL GRANTS +20%

LCFF Provides supplemental grants which equate to 20% above the base grant for English learners, foster youth and students living in poverty.

CONCENTRATION GRANTS +65%

In districts with at least 55% of students are English learner, foster youth or living in poverty. LCFF provides an additional grant which equates to 65% above base funding.



Designated School Investment: \$24.3M

- Additional 30 minutes of instruction each day
- Ten additional professional development days
- One additional teacher to be prioritized by the school



Additional Teacher Supply Funds: \$1.3M

- Each teacher-member receives an additional \$315 above base classroom funding for additional supplies and materials



Middle & High School Redesign: \$11.9M

- Provides a broad course of study, including electives, for EL students



Eliminate Elementary Combination Classes: \$6.5M



National Board Certification: \$0.1M

- Designed to develop, retain, and recognize accomplished teachers



Instructional Supports and Instructional Coaches: \$21.0M

- Instructional coaches



Additional Teachers Above Base Staffing: \$15.7M

- Additional teachers have been added to reduce class sizes



Additional School Site Administration above Base: \$4.6M

- Additional Vice Principals and Guidance Learning Advisors



African American Academic Acceleration: \$4.0M

- Promoting school connectedness through extracurricular activities before
- Academic Acceleration through summer literacy program, academic advisor support, college mentoring



Early Childhood Education Developmental Screening: \$20.9M



Additional Supports for Libraries: \$0.5M



Equity & Access: \$2.6M

- Identify gaps and supports for students with the greatest need
- Support families/students with school choice options and outreach
- Cultural Proficiency training
- GATE assessments and development



GATE (Gifted and Talented Education)/AP (Advanced Placement)/IB (International Baccalaureate): \$5.3M



Expand Alternative Education: \$2.1M



Maintain Additional Services for Phoenix Community Day School: \$4.9M

- Behavior modification program for expelled students
- Individual counseling programs to reduce peer conflict



After School Tutoring: \$6.7M



Extended Summer Learning: \$5.4M



All teachers are teachers of English learner (EL) students: \$15.3M

- Student Peer Mentors
- Teacher Professional Learning



Expansion of Dual Language Immersion Programs: \$2.1M

- Access to increase English literacy while maintaining primary language



BASE: Instruction: \$363.4M

- All costs associated with the delivery of instruction to students



BASE: Professional Learning: \$70.4M



BASE: Technology Access and Support: \$15.7M



BASE: Early Learning: \$0.5M



BASE: Equity and Access: \$3.3M



High Quality School Site Health Services: \$12.2M



Student Goals – Improve academic performance at challenging levels *(Continued)*



Instructional Lead Teachers: \$0.2M

- Lead Teachers



Upgrading Access to Technology: \$2.2M

- Integration of technology, instruction, and learning
- Classroom Interactive Panels
- Fresno Unified's LTE Network



Student Technology Access and Annual Refresh: \$0.1M

- 1 x 1 student to device
- Family Learning and Technical Support (FLATS)"



Student Goal – Expand student-centered and real-world learning experiences



Linked Learning, ROP, and CTE Pathway Development: \$22.0M

- Linked Learning Pathways
- CTE courses throughout the District
- ROP Courses
- California Partnership Academies
- Internship Opportunities



CTE STEM PK-6 Kids Invent!: \$1.4M



Men's and Women's Alliance: \$1.6M



School Counselors and Resource Counseling Assistants: \$17.6M



Student Goal – Increase student engagement in their school and community



Increase School Allocations for Athletics: \$14.5M



District-Funded Educational Enrichment Trips: \$4.6M



District Arts Collaborative Project: \$0.1M



Increased Funding for Music: \$1.7M



Student Peer Mentor Program: \$0.8M



Social Emotional Supports: \$3.5M

- Resource Counseling Assistants
- Social Workers
- Child Welfare Specialists
- Social Workers at Middle Schools



School Climate and Culture Expansion: \$7.2M



Restorative Practices / Relationship Centered Schools: \$3.7M



BASE: Department of Prevention and Intervention: \$7.1M



Campus Climate and Culture Teachers: \$1.1M



Home School Liaisons: \$5.3M

- Additional Home School Liaisons

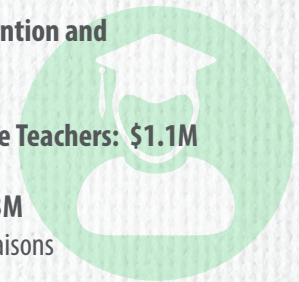


Mental Health Supports: \$10.1M

- School Psychologists



Expanded Transportation Services: \$1.9M



Staff Goal – Increase recruitment and retention of staff reflecting the diversity of our community



Base: Recruitment, Selection and Retention of Human Capital: \$6.4M



Family Goals – Increase inclusive opportunities for families to engage in their students' education



Parent Engagement Investments: \$3.8M

- Parent University



Expanded Student, Parent and Community Communication: \$0.9M



Foster Youth – Provide foster youth targeted social emotional and academic interventions to increase graduation rates



Supports for Foster Youth / Project Access: \$3.8M

- Clinical School Social Workers
- Academic Counselors
- Mental Health Supports and Case Management Services



Students with Disabilities – Provide students and their families / guardians with transition planning resources and options for pathways towards post-secondary and employment opportunities



Regional Instructional Managers for Students with Disabilities: \$2.5M

- Job-Embedded Coaching
- Support Academic Planning to Improve Graduation Rates



Early Interventions: \$4.7M



BASE: Special Education: \$185.9M



Contributes to all Fresno Unified School District Goals



School Site Allocations to be Prioritized by each School's Site Council: \$29.7M



BASE: Other Expenses: \$41.9M

- Health contribution, retirement



BASE: Central Office Administration: \$5.4M

- Board of Education, Superintendent, Communications



One-time Recovery Resources: \$324.3M



BASE: Administrative Services: \$14.0M

- Fiscal Services, Payroll, Benefits/Risk Management, State and Federal, Student Transfers



Campus Safety Assistants: \$1.6M

- Training on Restorative Practices
- Reduce Chronic Absenteeism



Confidential Spaces: \$30.2M



BASE: Operational Services: \$170.5M

- Food Services, Facilities, Maintenance, Safety, Utilities, Transportation



Total Supplemental & Concentration Resources = \$279.4M

LCAP Draft Public Hearing - June 1, 2022



Foster Youth

Provide foster youth targeted social emotional and academic interventions to increase graduation rates.



Metrics:

Graduation Rate	2017/18:	64.1%
	2018/19:	67.4%
	2019/20:	65.5%
	2020/21:	61.3%

Desired Outcome for 2023/24: 69.8%



▼ New Investments:

- 10 Clinical School Social Workers



Students with Disabilities

Provide Students and their families/guardians with transition planning resources and options for pathways towards post-secondary and employment opportunities.



Metrics:

Graduation Rate	2017/18:	62.2%
	2018/19:	66.7%
	2019/20:	66.3%
	2020/21:	64.4%

Desired Outcome for 2023/24: 70.4%



▼ New Investments:

- 15 Regional Instructional Managers
- 6 Co-Teachers
- 1 Workability Technician
- Registered Behavioral Technicians

Metrics:

College and Career Readiness	2017/18:	8.1%
	2018/19:	7.3%

Desired Outcome for 2023/24: Meet or exceed the state rate



Listening to Educational Partners

THEMES FROM EDUCATIONAL PARTNERS	CURRENT DISTRICT INVESTMENTS	PROPOSED ADDITIONS FOR 2022/23
MENTAL HEALTH/ SOCIAL EMOTIONAL	Investment includes Social Workers, Resource Counseling Assistants, Restorative Practices, School Psychologists & other supports	<ul style="list-style-type: none"> 27 FTE School Psychologists Confidential Office Space at Schools 10 FTE Resource Counseling Assistants \$30.7M
STUDENT NUTRITION	The Cafeteria Fund provides 98,000 meals each day: 27,000 breakfasts, 58,000 lunches, 7,500 snacks and 5,500 Super Snacks. Additionally, 222,000 summer meals served annually	<ul style="list-style-type: none"> Replace/Upgrade Meal Preparation Equipment New Cafeteria and Outdoor Tables \$6.4M
LANGUAGE ACQUISITION	Investment to support the district's English learners with supplemental supports & services. Additionally, \$2 million invested to expand Dual Language Programs	<ul style="list-style-type: none"> 65 FTE Instructional Coaches Student Mentors for English learners Increased professional learning \$9.1M
POST SECONDARY SUPPORTS	Investments to support ROP, Linked Learning, and CTE pathway development. Additionally, Kids Invent programs to promote STEM learning	<ul style="list-style-type: none"> 15 FTE Counselors Additional student internships \$2.8M
SUPPORTS FOR STUDENT GROUPS	Specialized funding to support foster youth, English learners, African American students, early learners, students with disabilities, students with behavior challenges and others	<ul style="list-style-type: none"> Student backpacks and supplies 10 FTE Social Workers for foster youth 15 FTE Regional Instructional Managers \$5.6M
HEALTH AND SAFETY	Investments include Personal Protective Equipment, Cleaning and Sanitization, Campus Safety Assistants, School Health Services, and School Resource Officers	<ul style="list-style-type: none"> 23 FTE Campus Safety Assistants HVAC Upgrades \$32.4M
SCHOOL CLIMATE	Investments include school climate and culture staff, as well as investments in family engagement	<ul style="list-style-type: none"> 9.6 FTE Campus Climate and Culture Teachers New team for Translation / Interpretation \$1.9M
ATTENDANCE AND ENGAGEMENT	Investments include Child Welfare and Attendance Specialists, athletics, enrichment trips, arts, music, mentoring programs	<ul style="list-style-type: none"> 47 FTE Child Welfare and Attendance Specialists Expanding Music Programs to Kindergarten \$3.7M
TECHNOLOGY	Investments in Technology hardware, access and support	<ul style="list-style-type: none"> Data Center security and infrastructure Classroom interactive panels School / Neighborhood Wi-Fi Expansion Expanded FLATS centers to support technology use \$33.5M
AFTER SCHOOL	After School Programs at all schools	<ul style="list-style-type: none"> Free, non-lottery-based programs Community Based Organization Collaboration Increased Funding for Supplies \$1.3M



Investment from Local Control Funding Formula (LCFF), Supplemental and Concentration Funds



Million

For questions or comments, please contact:
LCAP Draft Public Hearing - June 1, 2022

Fresno Unified School District Office of State & Federal Programs
www.fresnou.org/dept/stafed/pages/lcff.aspx (559) 457-3934 0

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM B-30

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Hold Public Hearing, Present and Discuss Fresno Unified School District's 2022/23 Proposed Budget and Education Protection Account

ITEM DESCRIPTION: Staff will present, a public hearing will be held, and the Board of Education will discuss Fresno Unified School District's 2022/23 Proposed Budget and Education Protection Account. The Proposed Budget includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2022/23 Proposed Budget and issues affecting the multi-year projections for 2023/24 and 2024/25.

As required by Education Code 42127, a public hearing will be conducted to provide an opportunity for discussion of the Fresno Unified School District's 2022/23 Proposed Budget and the proposed expenditures for the Education Protection Account.

Detailed information for the Proposed Budget and the multi-year projections will be provided to the Board of Education and will be posted on the district's website.

The 2022/23 final Proposed Budget is scheduled for discussion and adoption at the June 15, 2022 Board of Education meeting.

FINANCIAL SUMMARY: Noted in support material.

PREPARED BY: Kim Kelstrom
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified
School District

Agenda Item B-30



Public Hearing
2022/23 Proposed Budget
Education Protection Account

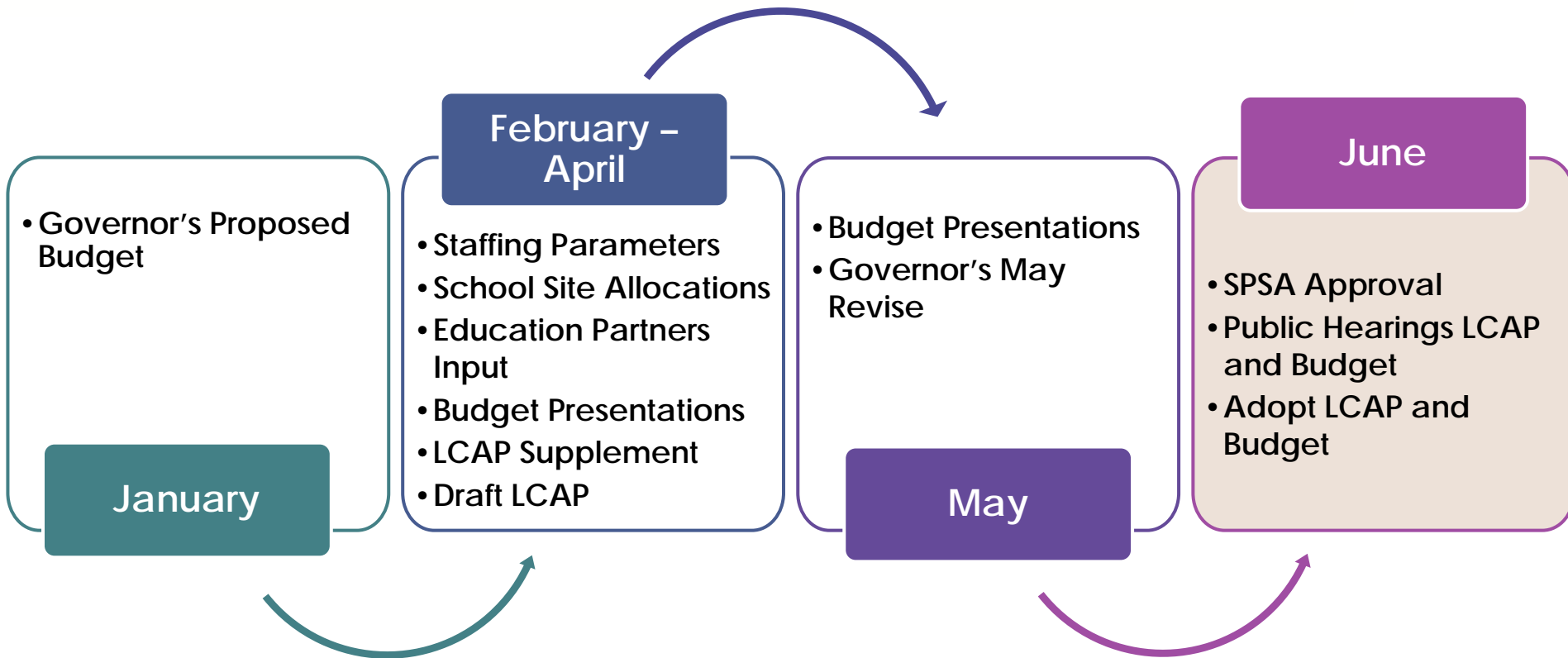
Board of Education

June 01, 2022

Overview

- Budget Development Timeline
- Strategic Budget Development
- Education Protection Account
- Budget Recommendations
- Multi-year Summary
- Conclusion

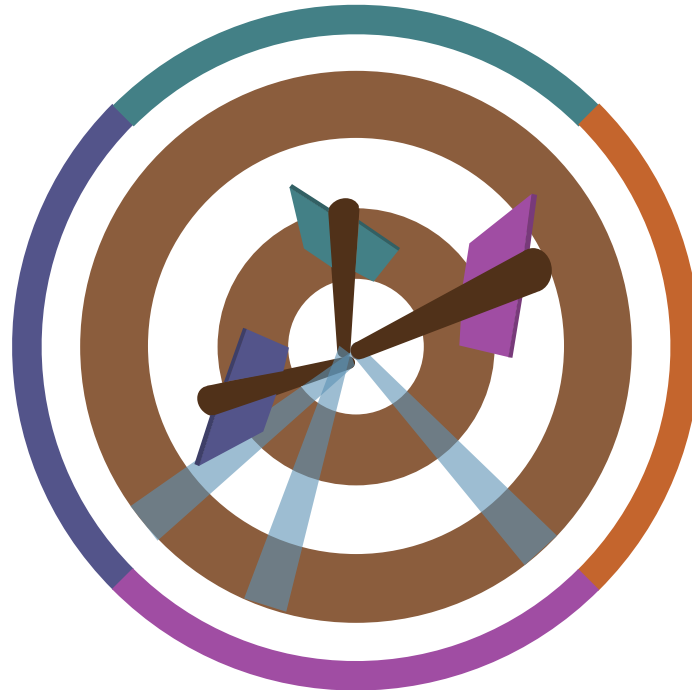
Financial Reporting Timelines



Strategic 2022/23 Budget Development

Guiding Strategic Budget Development Principles

- Extensive Student Programs
- Competitive Employee Compensation
- Prudent Fiscal Responsibility



Board/Community Focus Areas & Strategic Planning

- Early Learning Expansion
- Special Education Inclusion
- Leadership Development
- Academic Return on Investment

Education Protection Account

- Proposition 55 extends personal income tax through 2030
- Tax revenues received are placed into the Education Protection Account
- Proposition 30 and Proposition 55 include several accountability measures:
 - Governing board at a public hearing approves a spending plan
 - Funds cannot be used on administrative costs
 - Website publishing required
 - Annual financial audit
- Revenue – \$173,824,644
- Usage: All funds will be used for teacher salary/benefit costs

School Site Allocations – Phase I

02/02/2022

Recommended Allocations for 2022/23

- Allocated based on enrollment and count of disadvantaged students
- Prioritized by each School Site Council (SSC)
- Planned for in the School Plan for Student Achievement (SPSA) – \$43.5 million
 - Title I – \$6.9 million (Governor’s proposed COLA applied)
 - LCFF – \$26.5 million (Governor’s proposed COLA applied)
 - Additional one-time school support – \$10.0 million

Other School Site Allocations

- Instructional Supplies and Library Funds – \$4.6 million (est.)
- Extra Curricular and Co-Curricular – \$15.5 million (est.)

Budget Recommendations – Phase I

02/02/2022

Department	One-Time Recovery	One-Time Recovery FTE	Ongoing	FTE
eLearn Academy	\$9,800,000	83.2	--	--
Credit Recovery	\$2,700,000	22.5	--	--
Literacy Class Size Supports	\$1,200,000	7.0	--	--
Secondary Summer School	\$3,800,000	--	--	--
Pandemic Learning and Recovery Commitment	\$61,200,000	--	--	--
Total	\$78,700,000	112.7	--	--

Budget Recommendations – Phase II

02/16/2022

Department	One-Time Recovery	One-Time Recovery FTE	Ongoing	FTE
Business and Financial Services	--	--	--	--
Legal Services	--	--	--	--
Benefits and Risk Management	--	--	--	--
Equity & Access	--	--	--	--
Human Resources	--	--	--	--
Communications	--	--	--	1.0
Parent University	\$300,000	--	--	(0.44)
Total	\$300,000	--	--	0.56

Budget Recommendations – Phase III

03/09/2022

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Board of Education	--	--	--	--	--
Superintendent's Office	--	--	--	--	--
Human Resources	\$20,000	--	--	\$194,000	2.0
Information Technology	\$26,180,000	--	(\$6,000,000)	\$1,257,000	4.0
Operational Services	--	--	--	--	--
Purchasing, Warehouse, Graphics & Mail Room	\$4,900,000	--	--	--	--
Transportation	--	--	\$385,000	\$213,000	1.0
Total	\$31,100,000	--	(\$5,615,000)	\$1,664,000	7.0

Budget Recommendations – Phase IV

03/16/2022

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
School Leadership	--	--	--	--	--
Leadership Development	\$1,685,000	5.0	--	--	1.0 ^(A)
Alternative Education	\$371,000	--	--	--	--
Adult Education	--	--	--	--	--
Instructional Division	--	--	--	--	1.0
Curriculum & Instruction	\$9,530,000	1.0	\$14,000,000	--	2.0
Educator Effectiveness	--	--	--	--	8.0 ^(B)
Teacher Development	\$4,650,000	2.0	--	--	--
Library Services	\$1,600,000	--	--	--	--
English Learner Services	\$1,120,000	--	--	--	--
Translation Services	--	--	\$15,000	\$675,000	4.0
Total	\$18,956,000	8.0	\$14,015,000	\$675,000	16.0

^(A) Funded by Title II

^(B) Funded by Educator Effectiveness Block Grant

Budget Recommendations – Phase V

04/06/2022

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Prevention and Intervention	\$3,965,000	14.5	--	--	12.6 ^(A)
Student Engagement	\$1,780,000	--	--	--	1.0 ^(B)
Visual and Performing Arts	\$1,010,000	--	--	\$223,000	2.0
Emergency Response	--	--	--	\$240,000	1.0
Health Services	\$500,000	--	--	\$306,000	2.0 ^(C)
Safety and Security	--	--	--	--	--
Facilities Management and Planning	\$30,750,000	--	--	--	--
Nutrition Services	\$1,500,000	--	--	--	--
Plant Maintenance	\$31,500,000	--	\$140,000	\$850,000	6.0
Plant Operations	--	--	\$190,000	\$1,216,000	20.1 ^(D)
Total	\$71,005,000	14.5	\$330,000	2,835,000	44.7

^(A) 10.0 FTE Clinical Social Workers Funded by Title I

^(B) Funded by Title I

^(C) 1.0 FTE Nurse already contemplated in the multi-year projection

^(D) 9.1 FTE for increased square footage per Staffing Parameters already contemplated in the multi-year projection

Budget Recommendations – Phase VI

04/20/2022

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
African American Academic Acceleration	\$589,000	2.0	--	\$263,000	2.0
Engagement and External Partnerships	--	--	--	\$664,000	1.0
Early Learning	\$445,000	--	--	\$193,000	7.5 ^(A)
Classified Development	--	--	--	--	--
Special Education	\$2,760,000	--	\$200,000	\$690,000	25.8 ^(B)
Psychology and Guidance	--	--	--	--	--
Career Technical Education	--	--	--	--	2.8 ^(C)
College and Career Readiness	\$200,000	--	--	\$121,000	--
After School Programs	\$1,200,000	--	--	--	15.0 ^(D)
Intersession	--	--	--	--	3.5 ^(D)
Total	\$5,194,000	2.0	\$200,000	\$1,931,000	57.60

^(A) 5.5 FTE Herrera Preschool staffing funded by Preschool Grant

^(B) 22.3 FTE included in parameters and 1.0 FTE funded by Workability Grant

^(C) Funded by CTEIG and Stronger Workforce Grants

^(D) Funded by Expanded Learning Opportunities Program (ELOP)

2022/23 One-time Resource Planning

Category	Item Description	2022/23 Budget	2022/23 FTE
Expanded Learning Opportunities	Expanded Summer & Winter Learning (including Alternative & Special Education)	\$ 3.70	\$ -
	Expanded After School Programs	1.20	-
	eLearn Academy	9.50	83.2
Targeted Student Supports	Literacy Class Size Supports	1.00	7.0
	Credit Recovery	2.40	22.5
	School Site Support (to be planned through the SPSA)	10.00	-
	Student Group Support (African American, English Learners, Early Learners, Arts, Athletics)	5.40	3.0
Training & Resource Supports	Two Day Voluntary Professional Learning Summit	1.50	-
	Curriculum & Instruction Supports	8.30	1.0
	Teacher Development Supports	4.70	4.0
	Leadership Development Supports	1.70	5.0
	Student supports, (student books, employability, skills contract)	2.60	-
Health, Social-Emotional & Mental Health Supports	Health Services Support	0.50	-
	Social-Emotional / Mental Health Supports	4.10	15.0
	Special Education Support	2.50	-
Facility & Technology Enhancements	Classroom HVAC Upgrades	31.50	-
	Technology Upgrades (Interactive Panels, WIFI Expansion, Security)	26.30	-
	Upgrade Equipment (HR, Cafeteria)	1.50	-
	Cafeteria and Outdoor Tables	4.90	-
	Student Support Services - Office Space	25.80	-
	Media Centers/Science Lab	3.50	-
	CNG Busses	1.50	-
Sub Total		\$ 154.10	\$ 140.65
Pandemic Learning and Recovery Commitment		61.20	
Indirect		4.70	
Total		\$ 220.00	\$ 140.65

Updating State Budget Impacts –

January Proposal to May Revise

January Proposed Budget

LCFF COLA 5.33%: \$19.7 million
(Includes TK Expansion)

Special Education COLA 5.33%: \$7.2 million

STRS/PERS Pension Rate: \$12.4 million

Health & Welfare increased contribution \$471: \$3.2 million

Workers' Compensation: \$2.3 million
(Liability at 90% Funded)

May Governor's Revise Updates

LCFF COLA 6.56% & Enhanced Declining Enrollment/Attendance Relief: ~~\$29.6 million~~ \$52.5 million

Special Education COLA 6.56%: \$7.9 million

STRS/PERS Pension Rate: \$11.6 million

Health & Welfare increased contribution ~~\$860~~ \$1,430: ~~\$5.8~~ \$9.7 million

Workers' Compensation: \$2.3 million
(Liability at 90% Funded)

Contingent Salary Increase 3%: \$18 million



Multi-Year Summary: 2021/22 through 2024/25

Unrestricted General Fund

	<u>Estimated</u> <u>2021/22</u>	<u>Budget</u> <u>2022/23</u>	<u>Projected</u> <u>2023/24</u>	<u>Projected</u> <u>2024/25</u>
Ongoing Net Change in Fund Balance	\$35.48	(\$2.46)	\$1.47	(\$1.19)
Net Unrestricted General Fund Balance:	\$140.90	\$133.54	\$137.81	\$136.62
Reserve level	11.28%	8.58%	8.65%	9.95%

State Minimum Reserve for Economic Uncertainties is 2%

Board Policy 3100 – Reserve of 5% to 10% in stable times

2022/23 Committed Fund Balance Allocate Textbook Adoption – \$14.0 million

Conclusion

- Resources prioritized to prepare college and career-ready graduates, supporting our most important work: classroom teaching and learning
- Continuing our balanced, phased-in approach to maintain financial stability

Conduct Public Hearing

A positive certification reflects that the district will have a positive General Fund balance and a positive cash balance for the current and two subsequent years. The following chart shows the multi-year projected budget for the Unrestricted General Fund. A description of the assumptions for the 2022/23 Proposed Budget, and factors affecting the multi-year projections for 2023/24 and 2024/25, are listed below. The multi-year projection maintains a reserve level in accordance with board policy 3100 for all years.

	<u>Estimated</u> <u>2021/22</u>	<u>Budget</u> <u>2022/23</u>	<u>Projected</u> <u>2023/24</u>	<u>Projected</u> <u>2024/25</u>
Ongoing Funds:				
Revenues	\$875.19	\$925.51	\$955.40	\$975.31
- Expenses, Sources/Uses	\$839.71	\$927.97	\$953.93	\$976.50
- Supplemental/Concentration Expanded Programs	\$0.00	\$0.00	\$0.00	\$0.00
Ongoing Net Change in Fund Balance	\$35.48	(\$2.46)	\$1.47	(\$1.19)
One-Time Funds:				
One-Time Revenues	\$0.78	\$0.00	\$0.00	\$0.00
One-Time Expenses	\$9.16	\$57.20	\$8.20	\$10.80
One-Time State and Federal Recovery Funds	\$213.50	\$220.00	\$243.00	\$0.00
One-Time State and Federal Recovery Expenses	\$152.30	\$158.80	\$243.00	\$0.00
One-Time Net Change in Fund Balance	\$52.82	\$4.00	(\$8.20)	(\$10.80)
Total Unrestricted General Fund:				
Beginning Balance	\$199.50	\$287.80	\$289.34	\$282.61
Ending Balance	\$287.80	\$289.34	\$282.61	\$270.62
Cash, Inventory, Prepaid Assets	\$3.60	\$3.60	\$3.60	\$3.60
Committed for Future Textbook Adoptions	\$43.80	\$29.80	\$18.80	\$8.00
Committed Pandemic Learning and Recovery	\$61.20	\$122.40	\$122.40	\$122.40
Designated Funds	\$30.00	\$0.00	\$0.00	\$0.00
Reserve for One-Time Expenses and Carryover	\$8.30	\$0.00	\$0.00	\$0.00
Net Unrestricted General Fund Balance:	\$140.90	\$133.54	\$137.81	\$136.62
Change in Reserve	\$27.16	(\$7.36)	\$4.27	(\$1.19)
Reserve level	11.28%	8.58%	8.65%	9.95%

General Comments Regarding the Proposed Budget for 2022/23

The 2022/23 Proposed Budget includes recommendations that continue to balance the Board of Education's investments in extensive student programs and supports, competitive employee compensation, prudent fiscal stewardship, addressing unfinished learning, and responding to the impacts of the pandemic. It also keeps at the forefront the Board's mission to nurture and cultivate the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment.

The assumptions outlined are based on guidance received from School Services of California ("SSC"), as well as the Governor's May Revised Budget for 2022/23 ("the May Revise") information:

- “This May Revision reflects a significantly upgraded revenue forecast due to recent cash trends and improvement in key economic indicators. However, the forecast has become more uncertain given Russia's war on Ukraine, high rates of inflation, and anticipated actions by the Federal Reserve to raise interest rates.”
- “The Budget must continue to be prudent and the state must be prepared for an uncertain future.”
- “The May Revision includes fiscal protections for schools that experienced significant attendance declines.”
- “To prepare for this uncertain future, the May Revision continues building reserves, eliminating budgetary debt, reducing retirement liabilities, and focusing on one-time spending over ongoing investments to maintain structurally balanced budgets over the long term.”
- “Given the uncertain future, it remains essential for the state to focus mainly on one-time expenditures to maintain fiscal stability. Maintaining a balanced budget over the long-term will minimize disruptions to critical programs such as education and health care when revenues decline.”
- “The spending plan further accelerates the implementation of the California for All Kids plan, which is a whole-child support framework designed to target inequities in educational outcomes among students from different demographic backgrounds, and empower parents and families with more options and more services.”
- “While the May Revision avoids a Gann Limit issue, California’s leaders anticipate that the issue will need to be addressed next fiscal year and beyond, or the state could find itself having to reduce non-education spending.”
- The prior guidance in January 2022 from SSC projected the cost-of-living adjustments (COLA) as follows: 5.33% in 2022/23, 3.61% in 2023/24, and 3.64% in 2024/25. Current guidance projects the funded COLAs as follows: 6.56% in 2022/23, 5.38% in 2023/24, and 4.02% in 2024/25. Furthermore, the proposed budget includes three other proposals:
 - Utilizing the average of the three prior years’ Average Daily Attendance (ADA) for Local Control Funding Formula (LCFF) funding
 - Mitigating declining enrollment and ADA declines in 2021/22 due to the impacts of the pandemic by funding 2021/22 on the greater of the current-year ADA or the current-year enrollment adjusted for pre-COVID-19 absence rates
 - Provide funding to lower class size average ratios by providing a transitional-kindergarten (TK) add-on equal to \$2,813 per TK ADAThese proposals equate to an increase of \$52.5 million in 2022/23 (\$32.8 million from the January Governor’s Proposal). Further increases are also projected of \$28.9 million and \$19.8 million in 2023/24, and 2024/25, respectively.
 - Additionally, the Governor proposes \$2.1 billion to increase the LCFF base funding. Currently, the district is awaiting additional details.
- The May Revision proposes California State Teachers’ Retirement System (CalSTRS) employer costs will increase from 16.92% to 19.10% in 2022/23 and will remain the same for 2023/24 and 2024/25. This equates to an increase of \$8.7 million in 2022/23.
- The May Revision proposed California Public Employees’ Retirement System (CalPERS) employer costs have been updated from the Governor’s January Proposal at 25.37% in 2022/23, 25.20% in 2023/24, and 24.60% in 2024/25. This equates to an increase of \$2.9

million in 2022/23, and decreases are projected of \$200,000 and \$700,000 in 2023/24 and 2024/25, respectively.

- The Unemployment Rate remains at .50% in 2022/23. In 2023/24, the rate is anticipated at 0.20% which equates to a decrease of \$2.0 million.
- The 2022/23 Proposed Budget includes a 3.0% salary increase based on contingency language.

Estimates for 2021/22

In preparation of the 2022/23 Proposed Budget and with impacts of the pandemic and return to school in mind, an analysis was completed to estimate the 2021/22 ending balance. The Second Interim projected a net Unrestricted General Fund ending balance of \$119.6 million. The revised projected net Unrestricted General Fund ending balance is \$140.9 million. The difference of \$21.3 million is due mainly to the following components:

- An increase in the current year LCFF – \$500,000
- An increase in current year Medicaid Administrative Activities funds – \$1.5 million
- Salary and benefit savings from authorized but vacant positions and supplemental contracts – \$1.9 million
- Savings of school site and department supplies – \$1.6 million
- Increased utility costs – \$400,000
- Increase in indirect costs mainly due to grant funds allowing indirect – \$1.0 million
- Decrease utilization of reserve from \$23.2 million to \$0 – \$23.2 million
- Increase Committed Fund Balance for textbook adoption – \$8.0 million

Board of Education Designated Funds

The 2022/23 Proposed Budget includes a multi-year approach for utilization of one-time state and federal recovery resources to address the learning needs of students and the effects of the pandemic.

<u>Committed Fund Balance</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
• Future Textbook Adoption	\$ 29.8 million	\$ 18.8 million	\$ 8.0 million
• Pandemic Learning and Recovery	\$122.4 million	\$122.4 million	\$122.4 million

The 2022/23 Proposed budget includes the allocation of \$14.0 million for K-6 Science and History textbook adoption from the 2021/22 committed fund balance.

One-Time Recovery Funds

To date, the district has been awarded nearly \$770.0 million in one-time funding from various state and federal resources. These resources are intended to help districts navigate and respond to the impacts of the pandemic. The district's strategic planning of one-time resources has centered on providing increased student access to instructional and social-emotional interventions, reimagining facility and technology use, and redefining health and safety expectations.

2022/23 Proposed Budget

Local Control Funding Formula (LCFF) – As mentioned earlier, the 2022/23 Proposed Budget assumes a 6.56% COLA, which equates to an increase of approximately \$52.5 million, \$40.4 million base, and \$12.1 million supplemental/concentration.

Education Protection Account – As required by the passage of Proposition 30 in November 2012, a public hearing must be conducted to discuss and approve utilization of Education Protection Account (EPA) funds for 2022/23. This EPA public hearing may be conducted at the same time as the budget public hearing. All K-12 local agencies have the sole authority to determine how the funds are spent, providing salaries and benefits are not used for administrators or any other administrative costs (as determined through the account code structure).

In addition, it is required for the annual financial audit to include verification that EPA funds were used as specified by Proposition 30, and the additional cost of the audit would be an allowable expense from the EPA. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred.

For 2022/23, the EPA funds are estimated to be 19% of the LCFF funds. This equates to \$173.8 million. All funds will be used to support teacher salary and benefit costs.

State Revenue – Lottery funds have been adjusted to 2021/22 actual ADA resulting in a decrease of \$1.4 million.

School Site Investments – As presented at the February 02, 2022 Board meeting, the 2022/23 Proposed Budget continues support of the staffing parameters at school sites and multiple additional investments to support the aligned instructional system.

Elementary school site investments include:

- Classroom teachers provided per the collective bargaining agreement. Resources for an additional teacher provided at designated elementary schools
- Classroom kindergarten aides are provided to each elementary school
- Safety investments include a police chaplain at K-6 schools and a campus assistant at each K-8 elementary school
- Custodial staff provided based on square footage
- Clerical supports include an office manager, office assistant, and library technician
- Health care professionals include a registered nurse, licensed vocational nurse or health assistant
- Site leadership positions include a principal and a vice principal.

Middle school site investments include:

- Classroom teachers provided per the collective bargaining agreement, middle school redesign, transition teachers, and campus culture teachers
- Safety investments include campus safety assistants
- Custodial staff provided based on square footage

- Clerical supports include an office manager, office assistant, attendance records assistant, and library technician
- Health care professionals include a registered nurse, licensed vocational nurse or health assistant
- Site leadership positions include a principal, vice principal, guidance learning advisor, and counselor

High school site investments include:

- Classroom teachers provided per the collective bargaining agreement. Additional teachers include professional learning updraft system teams, librarian, targeted improvement actions
- Safety investments include a school resource officer, probation officer, and campus safety assistants
- Custodial investments provided based on square footage and may include a PE custodian, pool custodian, and auditorium custodian as necessary based on school facilities
- Clerical supports include an office manager, registrar, assistant registrar, financial technician, office assistant, attendance records assistant, and library technician
- Health care professionals include a registered nurse and licensed vocational nurse
- Site leadership positions include a principal, vice principal, counselor, campus culture director, and athletic director

In addition to the above school site staffing, for 2022/23, additional supports are programmed to address additional concentration funded positions at school sites with an Unduplicated Pupil Percentage (UPP) of 55% or more for social emotional, special education, academic supports and school climate, attendance support and family engagement, safety, and site technology support:

Social Emotional Support

- Allocate an additional 27.0 FTE school psychologists to increase staffing levels to 1.0 FTE at elementary and middle schools and 2.0 FTE at high schools
- Allocate an additional 1.0 FTE behavioral intervention specialist at specialty schools
- Allocate an additional 10.0 FTE resource counseling assistants to add 1.0 FTE per high school and additional 3.0 FTE at specialty schools

Special Education

- Allocate an additional 15.0 FTE regional instructional managers to increase staffing levels to 0.50 FTE at middle schools and 1.0 FTE at high schools

Academic Support and School Climate

- Allocate an additional 65.0 FTE instructional coaches to add 1.0 FTE to elementary schools
- Allocate an additional 15.0 FTE counselors to add 1.0 FTE to middle schools
- Allocate an additional 9.6 FTE teacher, campus climate and culture to increase staffing levels to 1.0 FTE per middle school
- Allocate an additional 11.0 vice principals/guidance learning advisors to add 1.0 FTE at high schools and 4.0 FTE at specialty schools

Attendance Support and Family Engagement

- Allocate an additional 47.0 FTE child welfare and attendance officers to increase staffing at levels to 0.50 to 1.0 FTE at elementary schools and add 1.0 FTE at middle schools and add 2.0 FTE at specialty schools
- Allocate an additional 77.0 FTE home school liaisons to add 1.0 FTE at elementary and middle schools

Safety

- Allocate an additional 23.0 FTE campus safety assistants to add 1.0 FTE to middle, high and specialty schools

Site Technology Support

- Allocate an additional 7.0 FTE technology support specialist I, 1.0 FTE technology support specialist II, and a 1.0 FTE manager I to increase support technicians at high schools
- Allocate an additional 6.0 FTE help desk technicians, 2.0 FTE technology support specialist I, and 1.0 FTE technology support specialist II to increase support at the Family Learning and Tech Support (FLATS) Center

One-Time Recovery Funds

The 2022/23 Proposed Budget includes resources to support the district's eLearn Academy, 7.0 FTE teachers to support literacy class size supports, 2.4 FTE teachers to support credit recovery totaling \$12.9 million.

School Site Funds – As presented at the February 02, 2022 Board meeting, the 2022/23 Proposed Budget allocates an additional \$10.0 million one-time in school site allocations for a total allocation of approximately \$43.5 million. In addition, all schools continue to receive approximately \$20.1 million in instructional classroom supplies, after-school activities/athletics supplies, equipment, and coaching contracts, as well as supplies for libraries.

Benefits and Risk Management – As presented at the February 16, 2022 Board meeting, the 2022/23 Proposed Budget includes an increase to the workers' compensation rate from 1.15% to 1.60% to increase the funded liability level to 90% per Board Policy 3100 of \$2.0 million.

Communications – As presented at the February 16, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE media supervisor offset by reductions in contracts and supplies.

Parent University – As presented at the February 16, 2022 Board meeting, the 2022/23 Proposed Budget includes shifting a part-time child welfare attendance specialist to College and Career Readiness.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes support to upgrade technology of \$300,000.

Board of Education – As presented at the March 09, 2022 Board meeting, the 2022/23 Proposed Budget includes one-time support for the November 2022 Board Election of \$26,000 (previously included in multi-year projections).

Human Resources – As presented at the March 09, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 2.0 FTE human resources specialists of \$194,000.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes support to add a fingerprint machine of \$20,000.

Information Technology – As presented at the March 09, 2022 Board meeting, the 2022/23 Proposed Budget includes additions for core infrastructure and cybersecurity (1.0 FTE system administrator, 1.0 FTE network technician, 2.0 FTE tech support specialist, network equipment), increase support for 1:1 devices, and annual contract increases of \$1.3 million. In addition, in 2021/22, the district pre-purchased computers to secure equipment, resulting in a one-time reduction in computer costs of \$6.0 million in 2022/23 and 2023/24.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes classroom interactive panels for all elementary classrooms, phase II of connectivity infrastructure, school wi-fi expansion, data center security and resiliency, network, and student device supports of \$26.2 million.

Purchasing, Warehouse, Graphics and Mail Room – One-Time Recovery Funds

As presented at the March 09, 2022 Board meeting, the 2022/23 Proposed Budget includes support for cafeteria and outdoor table replacements of \$4.9 million.

Transportation – As presented at the March 09, 2022 Board meeting, the 2022/23 Proposed Budget includes an increase to the First Student annual contract (included in multi-year projections), GPS annual license, and an additional 1.0 FTE manager II of \$213,000.

One-Time Funds

The 2022/23 Proposed Budget includes support for a bus wash system and GPS bus system of \$385,000.

Leadership Development – As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE principal on special assignment funded by Title II.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes additional support for 5.0 FTE teachers on special assignment for a vice principal institute to develop a pipeline into the district, administrative coaches, a leadership tracking system, principal pipeline supports, supervisor academy resources, and an internal credentialing consultant of \$1.7 million.

Alternative Education – One-Time Recovery Funds

The 2022/23 Proposed Budget includes support for credit attainment of \$371,000.

Instructional Division – As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE budget technician offset by reductions in contracts and supplies.

Curriculum and Instruction – As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE customer service representative and 1.0 FTE budget technician offset by reductions in contracts and supplies. In addition, grades K-6 Science and grades 7-12 World Languages textbook adoption of \$14.0 million (previously included in multi-year projections) which will be allocated from the committed funds.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes support for professional learning, digital lessons and licenses, Tier 2 intervention materials, Teaching Fellows contract, and 1.0 FTE teacher on special assignment for Science Adoption of \$23.5 million.

Educator Effectiveness Block Grant – As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes a new grant to support additional staffing including the following: instructional coaches for English Language Arts, Math, and new teacher support (6.0 FTE); teacher on special assignment for Ethnic Studies (1.0 FTE); social emotional learning content manager II (1.0 FTE). In addition, professional learning for administrators, teachers and classified staff, paraprofessionals and various staff of \$4.5 million. Funding will be available through 2025/26 for a total allocation of \$18.2 million.

Teacher Development – One-Time Recovery Funds

As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes additional support for aspiring teacher pipeline, teacher leadership, 2.0 FTE teachers on special assignment, and continue 1.0 FTE manager II and 1.0 teacher on special assignment of \$4.7 million.

Library Services – One-Time Recovery Funds

As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes student backpacks of \$1.6 million.

English Learner Services – One-Time Recovery Funds

As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes additional support for Interact Fellow Services, Orchid Translation Services, English language instructional support, peer mentoring services, expansion of Rosetta Stone, Hmong consultant services, and Tiger Bytes custom application of \$1.1 million.

Translation Services – As presented at the March 16, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE manager I, 3.0 FTE material translators, and support for supplemental time, supplies, and contracts of \$675,000. In addition, one-time support for start-up equipment and supplies of \$15,000.

Department of Prevention and Intervention – As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE counselor offset by reductions in

contracts and supplies, 10.0 FTE clinical social workers funded by Title I, and 1.6 FTE for peer mentoring expansion offset with restructure within department.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes an additional 1.0 FTE guidance learning advisor, 1.0 FTE behavior support manager, 2.0 FTE behavior intervention specialists, targeted professional learning, contracted mental health and behavioral support, 2.0 FTE child welfare and attendance specialists II, 4.0 FTE clinical social workers, 2.5 FTE restorative practices counselors, 1.0 FTE manager III, and 1.0 FTE office assistant totaling \$4.0 million.

Student Engagement – As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE teacher on special assignment funded by Title I.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes additional support for Leadership Academy stipends, writing workshops for African American Student Leadership Academy contracts, 8th grade camp, and Summer Athletic Bridge Academy of \$1.8 million.

Visual and Performing Arts – As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 2.0 FTE music teachers to expand program to Kindergarten of \$223,000.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes additional support for instrument filters and choir masks, art supplies, Teacher Artist Residency, and instrument replacement of \$1.0 million.

Emergency Response – As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE manager II and an increase for travel and supplies of \$240,000.

Health Services – As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE manger I, 1.0 FTE nurse for Herrera Health Center (previously included in the multi-year projections), and an increase for supplies and contracts of \$306,000.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes contracts for nurses to support the wellness hubs of \$500,000.

Facilities Planning and Management – One-Time Recovery Funds

As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes additional support for social and emotional confidential space, libraries for Cambridge and Dewolf, science lab for Dewolf, and five CNG busses of \$30.8 million.

Nutrition Services – One-Time Recovery Funds

As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes additional support for replacement and upgrade of meal preparation equipment of \$1.5 million.

Plant Maintenance – As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes the addition of 6.0 FTE for one new mobile maintenance crew which includes a carpenter, electrician, plumber, painter, laborer, and supervisor of \$850,000. In addition, one-time support for mobile maintenance trailer and equipment of \$140,000.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes support to complete HVAC upgrades for Phase I and to begin Phase II totaling \$31.5 million.

Plant Operations – As presented at the April 06, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 9.0 FTE grounds maintenance workers, 2.0 FTE plant supervisors, and ground maintenance contract increases of \$1.2 million. Included in the multi-year projections is support for 9.1 FTE custodial staff for increased building square footage per staffing parameters and \$2.0 million increase for utilities. In addition, one-time support for grounds maintenance equipment and feminine hygiene dispensers of \$190,000.

African American Academic Acceleration – As presented at the April 20, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE budget technician II and continue support of 1.0 FTE program manager I from recovery funds of \$263,000.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes an additional 1.0 FTE program manager, 1.0 FTE project manager, and teacher supplemental contracts of \$589,000.

Engagement and External Partnerships – As presented at the April 20, 2022 Board meeting, the 2022/23 Proposed Budget includes a 1.0 FTE manager I and increase in supplies, contracts and travel of \$664,000.

Early Learning – As presented at the April 20, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 1.0 FTE program technician and 1.0 FTE behavior intervention specialist of \$193,000. In addition, 2.0 FTE teachers and 3.5 FTE paraprofessionals to support preschool for Herrera Elementary funded by the Preschool Grant.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes support for program opportunities for community outreach, professional learning, and summer school expansion of \$445,000.

Special Education – As presented at the April 20, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 6.0 FTE co-teachers of \$690,000. In addition, 1.0 FTE workability technician funded by the Workability Grant, 18.75 FTE teachers and paraeducators to align with staffing parameters included in multi-year projections, and one-time supplies for new psychologist and regional instructional managers of \$200,000.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes support for registered Behavioral Technicians contract, Wonderworks Goalbook, and paraeducator contract support of \$3.0 million.

Career Technical Education – As presented at the April 20, 2022 Board meeting, the 2022/23 Proposed Budget includes an additional 4.0 FTE teachers on special assignment and 1.0 FTE project manager for the Internship Program funded by CTEIG and Stronger Workforce Grant. The Aviation Program planning to be offset with supplies and contracts, a shift of 1.0 FTE to Expanded Learning Opportunities Program (ELOP) and reduce 1.2 FTE teachers to adjust to staffing parameters.

College and Career Readiness – As presented at the April 20, 2022 Board Meeting, the 2022/23 Proposed Budget includes additional support for Historical Black College dual enrollment of \$121,000. In addition, shift 0.44 FTE child welfare and attendance specialist from Parent University, and shift 0.50 FTE program manager to ELOP.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes an employability skills contract of \$200,000.

After School Programs – As presented at the April 20, 2022 Board meeting, the 2022/23 Proposed Budget includes an expansion to the after school programs utilizing ELOP. Expansion includes 10.0 FTE coordinators, 1.0 FTE budget technician II, 2.0 FTE project managers, 0.50 FTE program manager, 1.0 FTE secretary II, collaborative partnerships with Community Based Organizations, and increased supplies.

One-Time Recovery Funds

The 2022/23 Proposed Budget includes support to expand after school programs to all secondary sites of \$1.2 million.

Intersession – As presented at the April 20, 2022 Board meeting, the 2022/23 Proposed Budget includes an expansion to intersession programs utilizing ELOP. Expansion includes 1.0 FTE budget technician II, 2.0 FTE project managers, summer camp contracts, collaborative partnerships with Community Based Organizations, and increased supplies.

Board of Education Approved One-time Expenditures

The 2022/23 Proposed Budget includes \$57.2 million for one-time expenditures as follows:

- Supplemental and Concentration Carryover \$30.0 million
- Textbook Adoption \$14.0 million
- Education Center Remodel \$ 4.9 million
- Financial System Upgrade/Conversion \$ 4.2 million
- Design Science Facility Project \$ 2.3 million
- Restricted Routine Maintenance Restrooms \$ 1.1 million
- Transportation Equipment \$ 0.4 million
- Maintenance Equipment \$ 0.3 million

Multi-Year Items

District Contribution to Health Fund – In accordance with the current employee bargaining agreements, the 2022/23 district's health contribution level is \$21,684 per employee participant. An increase of \$1,430 over 2021/22, equating to \$9.7 million for the Health Fund. In addition, the

district's health contribution is estimated to increase by \$738 in 2023/24 equating to \$5.0 million, and an additional \$501 in 2024/25 equating to \$3.4 million.

District Workers' Compensation – The benefit rate for Workers' Compensation results in a reserve level estimated at 90% in 2022/23. Per Board Policy 3100 “during stable times, the district will maintain Workers' Compensation liability at 90 percent”. The rate increase equates to \$2.3 million in 2022/23.

STRS and PERS Employer Costs – The multi-year projections include funding for changed employer rates for STRS and PERS at the levels mentioned earlier in the memo. This equates to a savings of \$200,000 in 2023/24 and an additional savings of \$700,000 in 2024/25.

Governmental Accounting Standards Board Statement Number 75 (GASB No. 75) – The multi-year projections include a \$1.5 million contribution from the Unrestricted General Fund and \$2.0 million from the Health Fund for all years. The GASB 75 reserve, otherwise referred to as the Other Post-Employment Benefit Reserve (OPEB), is estimated at \$73.0 million as of June 30, 2023.

Cash Flow Report – The Standardized Account Code Structure Report (SACS) includes a two-year Cash Flow Report. The report utilizes guidance from Fresno County Superintendent of Schools (FCSS) for the distribution of State funds. The assumptions project a positive cash balance of \$193.0 million on June 30, 2023 and \$121.9 million on June 30, 2024.

Reserve Levels – As previously reported to the Board, the district has six types of reserves. The following table lists the current projected 2021/22 reserve levels and the corresponding change to the reserve level for the 2022/23 fiscal year.

Reserve Type (in millions)	Estimated 2021/22	Planned Change	Proposed 2022/23	Recommended Level 2022/23
Unrestricted General Fund	\$140.90	(\$ 7.36)	\$133.54	\$ 133.54
Workers' Compensation	\$ 27.65	\$ 0.25	\$ 27.90	\$ 31.00 ⁽¹⁾
General Liability Reserve	\$ 3.14	\$ 0.0	\$ 3.14	\$ 3.14 ⁽¹⁾
Health Fund Incurred But Not Paid	\$ 21.89	\$ 1.28	\$ 23.17	\$ 23.17 ⁽¹⁾
Other Post-Employment Benefits (OPEB)	\$ 72.84	\$ 4.35	\$ 77.19	\$1,050.25 ⁽¹⁾
Health Fund Unencumbered Reserves	\$ 59.47	\$ 3.5	\$ 62.97	\$ 33.79 ⁽²⁾

⁽¹⁾ Recommended level is provided by actuarial study

⁽²⁾ Recommended level is provided by the Joint Health Management Board contracted consultant

A full copy of Fresno Unified School District's 2022/23 Proposed Budget is available in the Board of Education office, the Fiscal Services Department, and on the Fiscal Services website at the following link:

<http://www.fresnounified.org/dept/fiscalservices>

A summary of all budgets is included.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM C-31

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Receive Resolution 21-42, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020 (Measure M), Series B, in the Aggregate Principal Amount of Not to Exceed \$125,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

ITEM DESCRIPTION: Resolution 21-42, included in the Board binders, provides for the issuance and sale of Measure M General Obligation Bonds, Series B, in the aggregate principal amount of not to exceed \$125,000,000, and authorizes execution and delivery of related documents and actions. The bonds will be issued under Bond Law to provide funding for school facility improvements for which they are authorized under Measure M, for identified priority projects over the next approximately 18 months, as shown below. The estimated cost of the projects total less than \$125 million because the Measure M Series B issuance will also fund ongoing projects at Addams, Duncan, Hoover and the Farber Educational Campus through early Fall 2023; future bond issuances will be recommended to continue project funding.

School/Site	Project	Est. Total Cost (\$Millions)	Anticipated Board Award Recomm.
Birney	Office Relocation and Access Improvements	2	June 2023
Calwa	Office Relocation and Access Improvements	2	June 2023
Del Mar	Reconstructed Multi-Purpose Room	8.1	Sept. 2022
Edison	CTE Bldg – Arch & Eng, Health Sci, Info & Comm with Interim Housing	25.9	Sept. 2022
Ericson	Reconstructed Multi-Purpose Room	10.3	Dec. 2022
Norseman	Office Relocation and Access Improvements	2	June 2023
Roeding	Office Relocation and Access Improvements	2	June 2023
Roosevelt	Auditorium and Library Remodel, West Hall Access Impr, and Student Support Spaces	27.1	Dec. 2023
Sunnyside	CTE Bldg – Health Sci & Medical Tech	9.5	Aug. 2022
Tehipite	E-Sports Center	2.5	Oct. 2022
Various	Deferred Maintenance & Small Capital Projects	10	Various
Ventura/10 th	Office Space Renovations – Bldgs A & B	5	Jan. 2023
Yosemite	Classroom Modernization, Gym HVAC	7.9	Oct. 2022

Project implementation is pending Board approval and subject to change based on programs, priorities, and funding availability. Cost estimates are based on information currently available and depend on final project scope and bid pricing. Resolution 21-42, adoption of which will be recommended on the June 15, 2022 Board meeting agenda, approves the draft Preliminary Official Statement, draft Bond Purchase Agreement, and draft Paying Agent Agreement (available for review in the Board office no later than May 27, 2022).

FINANCIAL SUMMARY: Funding source is Measure M, approved by the voter electorate in March 2020.

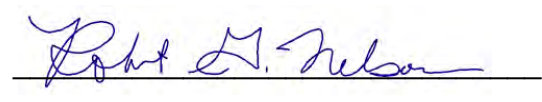
PREPARED BY: Paul Idsvoog,
Chief Operating and Classified Labor
Management Officer

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

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 21-42

**RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND
SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2020,
SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO
EXCEED \$125,000,000 AND AUTHORIZING THE EXECUTION AND
DELIVERY OF DOCUMENTS AND ACTIONS IN CONNECTION
THEREWITH**

WHEREAS, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on March 3, 2020, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure M ("Measure M") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$325,000,000 (the "Measure M Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure M Bonds; and

WHEREAS, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure M Bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the District has previously issued an initial series of Measure M Bonds in the aggregate principal amount of \$80,000,000, leaving a remaining \$245,000,000 principal amount of Measure M Bonds which have been authorized but not issued; and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of a second series of Measure M Bonds under the Bond Law (the "Series B Bonds") as provided in this Resolution, for the purpose of providing additional financing for projects authorized under Measure M; and

WHEREAS, the District's application for a waiver of the statutory bonding capacity limitation (the "Waiver") has been granted by the State Board of Education at its meeting on November 5, 2020 as confirmed by an official disposition letter dated December 23, 2020, and issuance of the Series B Bonds will be in compliance with the Waiver; and

WHEREAS, concurrently with the adoption of this Resolution the Board has adopted its resolution requesting the County to levy a property tax on the 2022-23 property tax rolls, which collections will be applied to pay debt service coming due and payable on the Series B Bonds prior to the availability of funds from taxes levied in subsequent fiscal years; and

WHEREAS, pursuant to Government Code Section 5852.1 certain financial information relating to the Series B Bonds is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the issuance of the Series B Bonds will be in compliance with said policy;

NOW, THEREFORE, the Board of Education of the Fresno Unified School District hereby finds, determines, declares and resolves as follows:

Section 1. Bond Authorization. The Board hereby authorizes the issuance of a second series of Measure M Bonds in the aggregate principal amount of not to exceed \$125,000,000. The Series B Bonds shall be issued under the Bond Law for the purpose of raising money to finance educational projects for which the Measure M Bonds have been authorized under Measure M. The Series B Bonds shall be designated the "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series B" and may contain such additional or other designations as set forth in the Paying Agent Agreement which is approved under Section 2.

Section 2. Paying Agent Agreement. The Series B Bonds shall be issued upon the terms and conditions set forth in the Paying Agent Agreement (the "Paying Agent Agreement") between the District and U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), in substantially the form on file with the Clerk of the Board together with any changes therein or modifications thereof which are approved by the Superintendent, the Chief Financial Officer or the Chief Operations Officer (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to execute the final form of the Paying Agent Agreement in the name and on behalf of the District. All of the provisions of the Paying Agent Agreement relating to the terms of the Series B Bonds are hereby incorporated into this Resolution by reference. In the event of any conflict between the provisions of the Paying Agent Agreement and the provisions of this Resolution, said provisions of the Paying Agent Agreement shall be controlling.

Section 3. Material Provisions of Series B Bonds. The Series B Bonds shall be issued entirely in the form of current interest bonds. Interest on the Series B Bonds shall be payable by the District on the dates set forth in the Paying Agent Agreement, which may include a special interest payment date during the first year of the issue, and principal of the Series B Bonds shall be payable by the District on August 1 in any year. The Series B Bonds shall be subject to redemption in accordance with the redemption provisions set forth in the final form of the Paying Agent Agreement. The Series B Bonds may be issued in whole or in part as term bonds which are subject to mandatory sinking fund redemption on August 1 in any year, in lieu of having a principal maturity in such year. The Series B Bonds shall have a term of not to exceed 40 years from the date of issuance, subject to the provisions of Section 4.

Section 4. Finding Regarding Useful Life. The Board hereby authorizes the issuance of a portion of the Series B Bonds in the form of current interest bonds which have a maturity greater than 30 years but not greater than 40 years pursuant to Government Code Section 53508.6, but only if the useful life of the facilities which are financed with the proceeds of Series B Bonds having a maturity greater than 30 years equals or exceeds the maturity date of such Series B Bonds. A representative of the District who is familiar with the projects to be financed with the proceeds of the Series B Bonds is authorized to make such determination and to execute a certificate to such effect in the event any of the Series B Bonds have a maturity greater than 30 years.

Section 5. Negotiated Sale of Series B Bonds. The Board hereby authorizes the negotiated sale of the Series B Bonds to Stifel, Nicolaus & Company, Incorporated, on behalf of itself and Piper Sandler & Co., as underwriters (collectively, the "Underwriters"), pursuant to Section 53508.7 of the Bond Law. The Series B Bonds shall be sold to the Underwriters pursuant to the Bond Purchase Agreement between the District and the Underwriters in substantially the form on file with the Clerk of the Board together with any additions thereto or changes therein approved by an Authorized Officer, whose execution thereof shall be conclusive evidence of the approval of any such additions and changes. An Authorized Officer is hereby authorized and directed to execute and deliver the final Bond Purchase Agreement in the name and on behalf of the District; provided that (a) the Underwriters' discount shall not exceed 0.25% of the aggregate principal amount of the Series B Bonds, and (b) the true interest cost of the Series B Bonds shall not exceed the maximum rate which is legally authorized with respect to the Series B Bonds.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the California Education Code, the Board has determined to sell the Series B Bonds at a negotiated sale for the following reasons: (i) a negotiated sale will permit the District to select the Underwriters, who are familiar with the financial condition and operations of the District and the requirements of its overall financing plan, and (ii) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market.

Section 6. Professional Services; Financing Costs. Keygent LLC has previously been engaged as financial advisor to the District in connection with the Measure M Bonds, and Jones Hall, A Professional Law Corporation, has previously been engaged as bond counsel and disclosure counsel to the District in connection with the Measure M Bonds, which engagements are hereby confirmed. The estimated costs of issuance associated with the bond sale are set forth in Exhibit A hereto and are incorporated herein by this reference. At the option of the District, a portion of the proceeds of the Series B Bonds may be deposited with a fiscal agent or custodian selected by the District, as provided in Section 15146(h) of the Education Code, in order to facilitate the payment of the costs of issuing the Series B Bonds. An Authorized Representative is authorized to enter into an agreement with such fiscal agent or custodian to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriters are obligated to pay certain financing costs and an Authorized Representative is hereby authorized to review and consent to a schedule of such costs and to enter into any agreement which such Authorized Representative deems desirable to implement the payment of such costs. Following the issuance of the Series B Bonds, the District shall submit an itemized summary of the costs of the sale of the Series B Bonds to the California Debt and Investment Advisory Commission and shall present actual cost information for the sale at the next regular scheduled meeting of the Board.

Section 7. Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the Preliminary Official Statement describing the Series B Bonds in the form on file with the Clerk of the Board. An Authorized Officer is hereby individually authorized, at the request of the Underwriters, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of the Rule. Distribution of the Preliminary Official Statement by the Underwriters is hereby approved. An Authorized Officer is hereby authorized and directed to approve

any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriters.

Section 8. Building Fund. The District hereby requests the Auditor-Controller/Treasurer-Tax Collector of the County of Fresno (the "County Treasurer") to establish, hold and maintain a fund to be known as the "Fresno USD Building Fund, Election of 2020, Series B" (the "Building Fund"), which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County and the District. Upon the issuance of the Series B Bonds, a portion of the proceeds of sale thereof shall be transferred to the County Treasurer to be credited to the Building Fund. Amounts on deposit in the Building Fund shall be expended by the District solely for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, for which the Series B Bond proceeds are authorized to be expended under Measure M. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof.

Section 9. Security for the Series B Bonds. The Series B Bonds shall be general obligations of the District which are payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). In accordance with Section 15250 of the Education Code, the District hereby requests the County of Fresno (the "County") to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually in an amount sufficient for the District to pay the principal of and interest on the Series B Bonds when due, which moneys when collected shall be placed in the Debt Service Fund as set forth in Section 10.

No part of any fund or account of the County is pledged or obligated to the payment of the Series B Bonds. The principal of and interest on Series B Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

Section 10. Establishment of Debt Service Fund. The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno USD General Obligation Bond Debt Service Fund, Election of 2020, Series B" (the "Debt Service Fund"), to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as requested by the District herein, and as previously requested by the District pursuant to a resolution anticipating the issuance of the Series B Bonds, for the payment of the principal of and interest on the Series B Bonds shall be deposited in the Debt Service Fund by the County Treasurer promptly upon apportionment of said levy. The District hereby irrevocably pledges the Debt Service Fund for the District's payment of the principal of and interest on the Series B Bonds when and as the same become due.

The District hereby authorizes the application of amounts in the funds of the District to reimburse the County Treasurer for all costs and expenses incurred by it in performing the services provided in this Resolution and in the Paying Agent Agreement.

Section 11. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate in the final form attached to the Official Statement for the Series B Bonds, which shall be executed by an Authorized Officer and delivered on the date of issuance of the Series B Bonds. Notwithstanding any other provision of this Resolution, failure of the District to comply materially with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Paying Agent Agreement or the Series B Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 12. Limited Duties of County; Indemnification. Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its Board of Supervisors, officers, agents and employees) and (b) the District further agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and the District shall also reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

Section 13. Execution of Documents. Each Authorized Officer, the Board President, the Clerk of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer if such officer is absent or unavailable.

Section 14. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED on June 15, 2022, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 15th day of June, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Elizabeth Jonasson-Rosas President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Education
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 15th day of June, 2022, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 15th day of June, 2022.

Clerk of the Board of Education
Fresno Unified School District

APPENDIX A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1*

1. True Interest Cost of the Series B Bonds (Estimated All-In): 4.7%
2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$542,500.
3. Proceeds of the Series B Bonds expected to be received by the District, net of the proceeds of the Series B Bonds (if any) to be paid for Costs of Issuance in (2) above, capitalized interest and reserves (Estimated): \$124,770,000.
4. Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Series B Bonds to final maturity (Estimated): \$262,108,250.

**All amounts and percentages are estimates, and are made in good faith by the District based on interest rates provided by the Underwriters. Actual results are subject to market fluctuations.*

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST 2, 2022**NEW ISSUE - FULL BOOK-ENTRY****RATING: Moody's: "___"****See "RATING" herein.**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds (as defined herein) is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$125,000,000*

FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
General Obligation Bonds
Election of 2020, Series B

Dated: Date of Delivery**Due: As shown on inside front cover.**

Authority and Purpose. The captioned bonds General Obligation Bonds, Election of 2020, Series B (the "Bonds") are being issued by the Fresno Unified School District (the "District") of Fresno County (the "County"), California, pursuant to applicable provisions of the California Government Code. The resolution was adopted by the Board of Education of the District on June 15, 2022, and the Paying Agent Agreement, dated as of August 1, 2022, by and between the District and U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"). The Bonds were authorized at an election of the registered voters of the District held on March 3, 2020, which authorized the issuance of \$325,000,000 principal amount of general obligation bonds for the purpose of financing the renovation, construction, improvement and equipping of school facilities (the "2020 Bond Authorization"). The net proceeds of the Bonds will be applied to finance voter-approved projects and pay related costs of issuance. The Bonds are the second series of bonds to be issued under the 2020 Bond Authorization. See "THE FINANCING PLAN" and "THE BONDS – Authority for Issuance" herein.

Security. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by the County. The County Board of Supervisors is empowered and is obligated to annually levy *ad valorem* property taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding that are similarly secured by tax levies. See "SECURITY FOR THE BONDS."

Book-Entry Only. The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. The Bonds are dated the date of delivery and will accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing February 1, 2023; except, however, principal of and interest on the October 1, 2022 maturity is payable on October 1, 2022. Payments of principal of and interest on the Bonds will be made by the Paying Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "Mandatory Sinking Fund Redemption."

MATURITY SCHEDULE

(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriters, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Stradling Yocca Carlson & Rauth, San Francisco, California, is serving as counsel to the Underwriters. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about August 23, 2022.*

STIFEL

PIPER | SANDLER

The date of this Official Statement is _____, 2022.

*Preliminary, subject to change.

MATURITY SCHEDULE*

FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
General Obligation Bonds
Election of 2020, Series B

Base CUSIP[†]: 358232

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP[†]</u>
----------------------	-----------------------------	----------------------	--------------	--------------------------

\$_____ - _____% Term Bonds maturing August 1, 20____; Yield: _____%; CUSIP[†]: _____

**Preliminary; subject to change.*

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GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any Bond owner and the District or the Underwriters.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriters to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriters.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but, as to such other sources, it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriters. The Underwriters have provided the following statement for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriters may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriters may discontinue such market stabilization at any time. The Underwriters may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriters.

Document Summaries. All summaries of the Bond Resolution, the Paying Agent Agreement or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website and certain social media accounts. However, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)

BOARD OF EDUCATION

Board Member	Office	Area
Elizabeth Jonasson Rosas	<i>President</i>	2
Veva Islas	<i>Clerk</i>	4
Claudia Cazares	<i>Member</i>	6
Valerie F. Davis	<i>Member</i>	3
Andy Levine	<i>Member</i>	5
Major Terry Slatc USMC (Retired)	<i>Member</i>	7
Keshia Thomas	<i>Member</i>	1

DISTRICT ADMINISTRATION

Dr. Robert G. Nelson, *Superintendent*
Santino Danisi, *Chief Financial Officer*
Karin Temple, *Chief Operations Officer*
Paul Idsvoog, *Chief Operations and Classified Labor Management Officer*
Kim Kelstrom, *Executive Officer, Fiscal Services*

PROFESSIONAL SERVICES

MUNICIPAL ADVISOR

Keygent LLC
El Segundo, California

BOND COUNSEL AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

U.S. Bank Trust Company, National Association
Los Angeles, California

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OFFICIAL STATEMENT

\$125,000,000*
FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
General Obligation Bonds
Election of 2020, Series B

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the captioned General Obligation Bonds, Election of 2020, Series B (the “**Bonds**”) by the Fresno Unified School District (the “**District**”) of Fresno County (the “**County**”), State of California (the “**State**”).

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District was formed as an elementary school district on February 6, 1873 in the County. Its first school was built in 1875. The District became operative as a unified school district on July 1, 1948, following annexation of the Calwa School District to the Fresno City School District, and their consolidation with the Fresno High School District. Since 1947, the District has annexed all or parts of eight other school districts. The District presently serves students from portions of the cities of Clovis and Fresno, California, and from some unincorporated areas of the County. The District’s boundary is roughly defined by W. Herndon Avenue on the north, N. Clovis Avenue on the east, E. North Avenue on the south, and N. Brawley Avenue and S. Cornelia Avenue on the west, encompassing an estimated population of 546,770 residents. The District operates 103 schools with enrollment of approximately 69,000 students (inclusive of students in the District’s preschool program) in fiscal year 2021-22. For more information about the District generally and its finances, see “APPENDIX A - GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT” and “APPENDIX B - FRESNO UNIFIED SCHOOL DISTRICT AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2020-21”. See also APPENDIX C hereto for demographic and other statistical information regarding the City of Fresno and the County.

Purposes. The net proceeds of the Series B Bonds will be used to finance the renovation, construction, improvement and equipping of school facilities as authorized by more than the requisite 55% of the voters of the District (the “**2020 Bond Authorization**”) at an election held in the District on March 3, 2020 (the “**2020 Bond Election**”). See “THE FINANCING PLAN” herein.

*Preliminary; subject to change.

Authority for Issuance of the Bonds. The Bonds will be issued pursuant to the applicable provisions of the California Government Code, a resolution adopted by the Board of Education of the District on June 1, 2022 (the “**Bond Resolution**”), and a Paying Agent Agreement, dated as of August 1, 2022 (the “**Paying Agent Agreement**”), by and between the District and U.S. Bank Trust Company, National Association, as paying agent (the “Paying Agent”). See “THE BONDS - Authority for Issuance” herein.

COVID-19 Statement. The COVID-19 pandemic has resulted in a public health crisis that is fluid and unpredictable with financial and economic impacts that cannot be predicted. As such, investors are cautioned that the District cannot at this time predict the full impacts that the COVID-19 pandemic may have on its enrollment, average daily attendance, operations and finances, property values in the District, and economic activity in the District, the County, the State and the nation, among others. For more disclosure regarding the COVID-19 pandemic, see “SECURITY FOR THE BONDS – Disclosure Relating to COVID-19 Pandemic” herein. See also references to COVID-19 in the sections herein entitled “PROPERTY TAXATION”, and in APPENDIX A under the heading “GENERAL DISTRICT INFORMATION” and “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

Payment and Registration of the Bonds. The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for The Depository Trust Company (“**DTC**”). Purchasers will not receive physical certificates representing their interest in the Bonds. See “THE BONDS” and “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Optional Redemption” and “– Mandatory Sinking Fund Redemption.”

Security and Sources of Payment for the Bonds. The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property located in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* property taxes for the payment of the principal of and interest on the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE BONDS.”

The District has other series of general obligation bonds outstanding that are payable from *ad valorem* property taxes levied on taxable property in the District. See “DEBT SERVICE SCHEDULES” and “DISTRICT FINANCIAL INFORMATION – Long-Term Debt - General Obligation Bonds” in Appendix A.

The District can make no representation regarding the affect that the current COVID-19 outbreak may have on the assessed valuation of property within the District. See “SECURITY FOR THE BONDS – Disclosure Relating to COVID-19 Pandemic.”

Legal Matters. Issuance of the Bonds is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as bond counsel (“**Bond Counsel**”), to be delivered in substantially the form attached hereto as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, will also serve as Disclosure Counsel to the District

(“**Disclosure Counsel**”). Payment of the fees of Bond Counsel and Disclosure Counsel is contingent upon issuance of the Bonds.

Tax Matters. Assuming compliance with certain covenants and provisions of the Internal Revenue Code of 1986, in the opinion of Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See “TAX MATTERS” herein.

Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed in connection with the Bonds. The form of the Continuing Disclosure Certificate is included in Appendix E hereto. See “CONTINUING DISCLOSURE” herein.

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the Superintendent’s Office at 2309 Tulare Street, Fresno, California 93721, Telephone: (559) 457-6225. The District may impose a charge for copying, mailing and handling.

END OF INTRODUCTION

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THE FINANCING PLAN

The proceeds of the Bonds will be used to finance projects approved by the voters at the 2020 Bond Election, which authorized the issuance of \$325,000,000 principal amount of general obligation bonds for the purpose of financing the construction, improvement and equipping of school facilities, together with related costs of issuing the Bonds. The abbreviated form of the 2020 Bond Authorization (limited to 75 words or less) is as follows:

“To provide quality schools; increase safety/security; attract/retain teachers; improve career education, technology, science classrooms; remove lead/asbestos; upgrade heating/air conditioning; renovate, repair, construct, acquire, equip facilities; shall Fresno Unified School District’s measure authorizing \$325 million in bonds requiring audits/oversight, legal rates, all funds for local schools, projected levy of \$60 per \$100,000 of assessed valuation, \$24.1 million annually while bonds are outstanding, be approved?”

As part of the ballot materials presented to District voters at the 2020 Bond Election, the voters authorized a specific list of projects (the **“2020 Project List”**) which are eligible to be funded with proceeds of bonds sold pursuant to the 2020 Bond Authorization, including the Bonds described herein. The District makes no representation as to the specific application of the proceeds of the Bonds, the completion of any projects listed on the 2020 Project List, or whether bonds authorized by the 2020 Bond Authorization will provide sufficient funds to complete any particular project listed in the 2020 Project List. The District issued an initial series of bonds pursuant to the authority of the 2020 Bond Authorization in the principal amount of \$80,000,000 on June 16, 2021. The Bonds will be the second series of general obligation bonds issued pursuant to the 2020 Bond Authorization. Following the issuance of the Bonds, there will be \$115,000,000* principal amount of authorized but unissued bonds under the 2020 Bond Authorization.

*Preliminary; subject to change.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

FRESNO UNIFIED SCHOOL DISTRICT Sources and Uses

Sources of Funds

Principal Amount of Bonds
Plus Net Original Issue Premium

Total Sources

Uses of Funds

Deposit to Building Fund
Deposit to Debt Service Fund
Costs of Issuance⁽¹⁾

Total Uses

(1) Estimated costs of issuance include, but are not limited to, Underwriters' discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, Municipal Advisor, Paying Agent and the rating agency.

See also "APPLICATION OF PROCEEDS OF THE BONDS" herein.

THE BONDS

Authority for Issuance

The Bonds will be issued pursuant to the 2020 Bond Authorization and under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, the Bond Resolution authorizing the issuance of the Bonds, and the Paying Agent Agreement.

Description of the Bonds

The Bonds mature in the years and in the amounts and bear interest at the rates per annum all as set forth on the inside cover page hereof. Interest on the Bond shall be computed based on a 360-day year of twelve 30-day months. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers of the Bonds (the **“Beneficial Owners”**) will not receive physical certificates representing their interest in the Bonds. See “Book-Entry Only System” below and “APPENDIX F – DTC and the Book-Entry Only System.”

The Bonds will be issued in the denomination of \$5,000 principal amount each or any integral multiple thereof. Interest on the Bonds is payable semiannually on each February 1 and August 1, commencing August 1, 2023 (except for the October 1, 2022 maturity, principal and interest is payable on October 1, 2022) (each, an **“Interest Payment Date”**). Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the 15th calendar day of the month preceding the Interest Payment Date (each, a **“Record Date”**), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to January 1, 2023, in which event it will bear interest from the date of delivery thereof identified on the cover page hereof. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds.

See the maturity schedule on the inside cover page of this Official Statement and “DEBT SERVICE SCHEDULES” herein.

Book-Entry Only System

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of DTC. The Beneficial Owners will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as Paying Agent to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice

and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice. See "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The Paying Agent, the District, and the Underwriters of the Bonds have no responsibility or liability for payments made on account of beneficial ownership or any aspects of the records relating thereto, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Optional Redemption*

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Bonds may all be separately redeemed.

Mandatory Sinking Fund Redemption*

The Bonds maturing on August 1, 20__ (the "**Term Bonds**"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Series B Term Bonds so called for mandatory sinking fund redemption will be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

Selection of Term Bonds Optionally Redeemed in Part. If any Term Bonds are redeemed pursuant to the optional redemption provisions described above, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

*Preliminary; subject to change.

Notice of Redemption

The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their addresses appearing on the registration books maintained by the Paying Agent. Such notice may be a conditional notice of redemption and subject to rescission as set forth below. Such notice shall state the redemption date and the redemption price and, if less than all of the then-outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. Neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Bonds so called for redemption have been duly provided, the Bonds called for redemption will cease to be entitled to any benefit under the Bond Resolution and the Paying Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice.

Partial Redemption of Bonds

Upon the surrender of any Bond redeemed in part only, the District will execute and the Paying Agent will authenticate and deliver to the Owner thereof a new Bond or Bonds of like series, maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Bond surrendered. Such partial redemption will be valid upon payment of the amount required to be paid to such Owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

Right to Rescind Notice of Optional Redemption

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of optional redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the owners of the Bonds or any other party related to or arising from any such rescission of redemption. The Paying Agent will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution and the Paying Agent Agreement.

Registration, Transfer and Exchange of Bonds

If the book-entry system is discontinued, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds.

If the book-entry system is discontinued, the person in whose name a Bond is registered on the Bond Register will be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond will be made only to or upon the order of that person; neither the District, the County nor the Paying Agent will be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution and the Paying Agent Agreement.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Los Angeles, California (or at such other office as is designated by the Paying Agent) for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and series. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book-entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution and the Paying Agent Agreement, by the person in whose name it is registered, in person or by their duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to an Interest Payment Date or the date established by the Paying Agent for selection of Bonds for redemption until the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) with respect to a Bond after such Bond has been selected or called for redemption in whole or in part.

Defeasance

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution and the Paying Agent Agreement) to pay or redeem such Bonds; or
- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution and the Paying Agent Agreement it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the applicable Bond Resolution and the Paying Agent Agreement and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in the

related Bond Resolution and Paying Agent Agreement or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the County and the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the related Bond Resolution and related Paying Agent Agreement or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or Federal Securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in the related Bond Resolution and Paying Agent Agreement or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

As defined in the Paying Agent Agreement, the term “**Federal Securities**” means (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; (d) pre-refunded municipal bonds rated in the highest rating category by any Rating Agency; and (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

DEBT SERVICE SCHEDULES

The following tables show the annual debt service schedules with respect to the Bonds (assuming no optional redemptions).

FRESNO UNIFIED SCHOOL DISTRICT The Bonds Debt Service Schedule

Bond Year Ending August 1	Principal	Interest	Total Debt Service
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
2056			
Total			

The following table shows the combined debt service schedule of all of the District's outstanding general obligation bonds (assuming no optional redemptions). See "DISTRICT FINANCIAL INFORMATION – Long-Term Debt - General Obligation Bonds" in Appendix A for a description of the District's outstanding general obligation bonds.

FRESNO UNIFIED SCHOOL DISTRICT
Combined General Obligation Bonds Debt Service Schedule⁽¹⁾

Bond Year Ending August 1	1995 and 2001 Election Bonds⁽²⁾	2010 Election Bonds⁽²⁾	2016 Election Bonds	2020 Election Bonds	The Bonds	Total Debt Service
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
2041						
2042						
2043						
2044						
2045						
2046						
2047						
2048						
2049						
2050						
2051						
2052						
2053						
2054						
2055						
Total						

(1) Columns include debt service for bonds issued pursuant to the identified election year, as well as bonds which have been issued to refund such bonds. See "THE REFINANCING PLAN."

(2) The 2016 Refunding Bonds, Series B were issued as crossover bonds with a crossover date of August 1, 2023. Debt service shown above includes debt service payable from *ad valorem* taxes for the refunded bonds prior to the crossover date, and for the 2016 Refunding Bonds, Series B, after the crossover date.

Source: *The Underwriters*.

APPLICATION OF PROCEEDS OF THE BONDS

Building Funds

Pursuant to the Bond Resolution and the Paying Agent Agreement, the net proceeds from the Bonds will be paid and credited to funds (the “**Building Fund**”) established and held by the Fresno County Auditor-Controller/Treasurer Tax Collector (the “**County Treasurer**”) and designated as the “Fresno USD Building Fund, Election of 2020, Series B” (the “**Series B Building Fund**”). Amounts credited to the Building Fund will be expended by the District for the purpose of financing any of the projects for which the Bond proceeds are authorized to be expended, including the capital facility and technology projects described therein, and further including all incidental expenses and related costs of issuance. All interest and other gain arising from the investment of proceeds of the Bonds will be retained in the Building Fund and used for the purposes thereof. All moneys held in the Building Fund will be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Pursuant to the Bond Resolution and applicable provisions of the Education Code, a portion of the proceeds of the Bonds may be deposited with a fiscal agent for the purpose of paying costs of issuance. Amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn and transferred to the Debt Service Fund for the Bonds, to be applied to pay the principal of and interest on said series of Bonds. See also “APPENDIX G - FRESNO COUNTY INVESTMENT POOL - INVESTMENT POLICY AND INVESTMENT REPORT” herein.

Debt Service Funds

As further described herein under the heading “SECURITY FOR THE BONDS - Debt Service Funds,” the County will establish a debt service fund for the Bonds (the “**Debt Service Fund**”). Accrued interest and premium, if any, received by the County from the sale of the Bonds will be deposited in the Debt Service Fund. Said fund, together with the collections of *ad valorem* property taxes, will be used only for payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Debt Service Fund will be retained in the Debt Service Fund and used to pay the principal of and interest on the Bonds when due. Any moneys remaining in a Debt Service Fund after the Bonds including the interest thereon have been paid, will be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, will be transferred to the District’s general fund upon the order of the County Auditor, as provided in Section 15234 of the Education Code.

Investment of Proceeds of Bonds

All moneys held in any of the funds or accounts established with the County under the Bond Resolution and the Paying Agent Agreement will be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established under the Bond Resolution and the Paying Agent Agreement will be deposited in the fund or account from which such investment was made and will be expended for the purposes thereof.

In accordance with Government Code Section 53600 *et seq.*, the County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are

required to establish their own investment policies which may impose limitations beyond those required by the Government Code. See "APPENDIX G - FRESNO COUNTY INVESTMENT POOL-INVESTMENT POLICY AND INVESTMENT REPORT."

SECURITY FOR THE BONDS

Ad Valorem Property Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* property taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates).

Other Bonds Payable from Ad Valorem Property Taxes. The District has a number of general obligation bond issues outstanding which are payable from *ad valorem* property taxes. In addition to the general obligation bonds issued by the District, there is other debt issued by which is payable from *ad valorem* property taxes levied on parcels in the District. See "PROPERTY TAXATION – Tax Rates" and "- Direct and Overlapping Debt" below.

Levy, Collection and Pledge of Ad Valorem Property Taxes. The County will levy and collect such *ad valorem* property taxes in such amounts and at such times as is necessary to ensure the timely payment by the District of debt service on the Bonds when due. Such taxes, when collected, will be deposited into the Debt Service Funds which are maintained by the County and which, pursuant to the Bond Resolution, are irrevocably pledged by the District for the payment by it of principal of and interest on the applicable series of Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* property taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* property taxes on real property.

Statutory Lien on Ad Valorem Property Tax Revenues. Pursuant to Senate Bill 222 effective January 1, 2016, voter-approved general obligation bonds which are secured by *ad valorem* property tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* property tax levied by the County for the District to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, pandemic or outbreak of disease, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, or other man-made or natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate. See "PROPERTY TAXATION – Assessed Valuations – Factors Relating to Increases/Decreases in Assessed Value." See also below under the heading "--Disclosure Relating to COVID-19 Pandemic."

Debt Service Funds

As previously described herein (see "APPLICATION OF PROCEEDS OF THE BONDS – Debt Service Funds"), the County will establish the Debt Service Funds, into which will be deposited all taxes levied by the County for the payment by the District of the principal of and interest on the related series of Bonds. The Debt Service Funds are pledged by the District for the payment by it of the principal of and interest on the respective series of Bonds when and as the same become due. The County will transfer amounts in the Debt Service Funds to the Paying Agent to the extent necessary to enable the District to pay the principal of and interest on the applicable series of Bonds as the same becomes due and payable.

Not a County Obligation

No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. The Bonds are payable solely from the proceeds of an *ad valorem* property tax levied and collected by the County, for the payment by the District of principal of and interest on the applicable series of Bonds. Although the County is obligated to collect the *ad valorem* property tax for the payment of the Bonds and deliver to the Paying Agent the debt service due on the Bonds, the Bonds are not a debt (or a pledge of the full faith and credit) of the County.

Disclosure Relating to COVID-19 Pandemic

Background. The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus ("COVID-19"), which was first detected in China and spread throughout the world, including the United States, was declared a pandemic by the World Health Organization, a national emergency by President Trump and a state of emergency by the Governor of the State (the "**Governor**") in March 2020. Since said declarations, tremendous volatility in the financial markets occurred, and nations have taken actions to curb the spread including stay at home orders and other actions which have unknown long-term impacts including on worldwide and local economies. As of this date, several vaccines have been provided approval, most on an emergency basis, by federal health authorities and are widely available.

Federal Response. President Trump's declaration of a national emergency on March 13, 2020 made available more than \$50 billion in federal resources to combat the spread of the virus. A multi-billion-dollar relief package was signed into law by the President Trump on March 18, 2020, providing for Medicaid expansion, unemployment benefits and paid emergency leave during the crisis. In addition, the Federal Reserve lowered its benchmark interest rate to nearly zero, introduced a large bond-buying program and established emergency lending programs to banks and money market mutual funds.

On March 27, 2020, the United States Congress passed a \$2 trillion relief package, being the largest stimulus bill in history, referred to as the Coronavirus Aid, Relief, and Economic

Security Act (the “**CARES Act**”). The package provided direct payments to taxpayers, jobless benefits, assistance to hospitals and healthcare systems, \$367 billion for loans to small businesses, a \$500 billion fund to assist distressed large businesses, including approximately \$30 billion for emergency grants to educational institutions and local educational agencies. This funding allocation included approximately \$13.5 billion in formula funding to make grants available to each state’s educational agency in order to facilitate K-12 schools’ responses to the COVID-19 pandemic.

On April 9, 2020, the Federal Reserve took actions aimed at providing up to \$2.3 trillion in loans to support the national economy, including supplying liquidity to participating financial institutions in the Small Business Administration’s (“**SBA**”) Paycheck Protection Program (“**PPP**”), purchasing up to \$600 billion in loans through the Main Street Lending Program and offering up to \$500 billion in lending to states and municipalities.

On April 24, 2020, an additional \$484 billion federal aid package was signed, providing additional funding for the PPP, the SBA disaster assistance loans and grant program, hospital grants and funding for a COVID-19 testing program.

On December 27, 2020, the President Trump signed the Coronavirus Response and Relief Supplemental Appropriations Act (the “**CRRSA Act**”), an additional \$900 billion federal relief package intended to follow and expand on provisions of the CARES Act. The measure includes another round of direct stimulus payments to individuals and families, extended unemployment benefits, expanded the PPP, and provided approximately \$82 billion in supplemental aid to support the educational needs of states, school districts, and institutions of higher education, among other stimulus measures.

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (the “**ARP Act**”), a \$1.9 trillion economic stimulus plan that will provide another round of stimulus checks to individuals and families, extend federal supplemental unemployment benefits, provide more funding for state and local governments, expand subsidies for healthcare insurance, and provide additional funding for COVID-19 testing, vaccination, and treatment, among several other provisions that will affect many industries, businesses, and individuals. With respect to relief for educational agencies, grants of \$125.8 billion will be provided to states to support statewide and local funding for elementary and secondary schools and public postsecondary institutions. Funding can be used for a number of education-related expenses, including inspecting and improving school facilities to ensure adequate air quality, providing mental health services, reducing class sizes, implementing social distancing guidelines, and purchasing personal protective equipment. At least 20% of the funding will have to be used to address learning loss, including through summer learning or enrichment, after-school programs, or extended-day or extended-year programs. States that receive the grants cannot reduce their spending levels on education as a proportion of their budgets during fiscal 2022 or 2023, compared with the average level from fiscal 2017 through 2019.

State Response. At the State level, on March 15, 2020, the Governor ordered the closing of California bars and nightclubs, the cancellation of gatherings of more than 250. On March 16, 2020, the State legislature passed \$1.1 billion in general purpose spending authority providing emergency funds to respond to the pandemic. On March 19, 2020, the Governor issued a state-wide blanket shelter-in-place order, ordering all California residents to stay home except for certain essential purposes. The restrictions initially began to be rolled back in May 2020 in accordance with State and local guidelines. Thereafter, on August 28, 2020, the Governor released a system entitled “Blueprint for a Safer California” (the “**State Blueprint**”) aimed at

reducing the spread of COVID-19. The State Blueprint placed the State's 58 counties into four color-coded tiers generally based on test positivity and adjusted case rate in the county. Each tier imposed restrictions on certain activities to reduce the spread. The tier system was ultimately terminated on June 15, 2021, following significant reductions in positivity and hospitalizations due to the availability of effective COVID-19 vaccines.

On February 23, 2021, the Governor signed legislation providing \$7.6 billion in State funding aimed at helping individuals and businesses that were not included in federal aid. It includes sending a \$600 rebate to low-income, disabled and undocumented persons when 2020 taxes are filed, \$2 billion in grants to help small business, \$35 million for food and diaper banks and \$400 million in subsidies for childcare providers. It also reverses cuts made last summer to public universities and State courts when the State had projected a record-breaking budget deficit.

Notwithstanding that several vaccines have been approved for public use with respect to COVID-19, the spread of COVID-19 and related variants is ongoing, and future actions to reduce its spread and its impact on global and local economies are uncertain and cannot be predicted. Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to: the Governor's office (<http://www.gov.ca.gov>) and the California Department of Public Health (<https://covid19.ca.gov/>). *The District has not incorporated by reference the information on such websites, and the District does not assume any responsibility for the accuracy of the information on such websites.*

Impact of COVID-19 Pandemic on Education. The State's and other local (if any) shelter-in-place orders suspended in-person classroom instruction throughout schools in the State from March 2020 through the end of the 2019-20 academic year. School districts in the State generally commenced the 2020-21 academic year in accordance with the Governor's order of July 17, 2020 (Pandemic Plan for Learning and Safe Schools) and the State's Blueprint which resulted in significant amounts of distance learning as opposed to in-person instruction during the 2020-21 academic year. The 2021-22 academic year generally commenced with in-person learning with an independent study option.

On March 13, 2020, the Governor issued Executive Order N-26-20 which established a streamlined process for school closures in response to COVID-19, providing for continued State funding to support distance learning or independent study, subsidized school meals to low-income students, and continuing payment for school district employees, among other measures. In addition, Senate Bill 117 (March 17, 2020) was approved and addressed attendance issues and instructional hour requirements, among other items, and effectively held school districts harmless from funding losses that could result from these issues under the State's education funding formulas. See Appendix A under the heading "DISTRICT FINANCIAL INFORMATION – Education Funding Generally." In addition, federal funding to school districts was made available to most school districts under the CARES Act, the CRRSA Act and the ARP Act.

On December 30, 2020, the Governor announced the Safe Schools for All Plan ("**SSFA Plan**"), a plan aimed at incentivizing schools to offer in-person learning. Some portions of the SSFA Plan went into effect immediately, however on March 4, 2021 the legislature passed and on March 5, 2021 the Governor signed Senate and Assembly Bill 86, reaching an agreement on a school reopening plan, with the stated intent that schools offer in-person instruction to the greatest extent possible during the 2020-21 fiscal year. The plan provided schools with financial incentives totaling \$2 billion to offer in-person instruction beginning on April 1 to students with extra needs or requiring special attention and, for students in some grades, depending on what

tier their county was in under the State Blueprint. Funding was allocated based on LCFF funding. For districts not offering in-person instruction by April 1, funds decreased by one percent for each instructional day that schools were not open through May 15 (not including scheduled vacation days) and after May 15, eligibility ceased. Funds obtained were primarily to be spent on purposes consistent with providing in-person instruction, including COVID-19 testing, cleaning, personal protective equipment, facility needs, staffing costs, and social and mental health supports provided in conjunction with in-person instruction. Districts were required to continue to offer distance learning options.

The State's fiscal year 2021-22 Budget passed by the Legislature on June 14, 2021 together with related legislation approved on June 28, 2021, and signed by the Governor, makes historic levels of funding available for educational purposes, including funding the expansion of transitional kindergarten, funding of community wellness and student health hubs on campuses, expanded learning programs and increased special education funding, among others. See Appendix A under the heading "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS." [Information about State's 2022-23 Adopted Budget: _____]

Information on the District's response to the COVID-19 pandemic can be found in Appendix A under the heading "DISTRICT GENERAL INFORMATION - District's Response to COVID-19 Pandemic."

Impacts of COVID-19 Pandemic on Global and Local Economies Cannot be Predicted; Potential Declines in State and Local Revenues. The COVID-19 public health emergency altered the behavior of businesses and people in a manner that may have negative impacts on global and local economies, including the economy of the State. A substantial increase in unemployment and a decline in State revenues including derived from personal income tax receipts have occurred. The District cannot predict the short or long term impacts the COVID-19 emergency and the responses of federal, State or local governments thereto, will have on global, State-wide and local economies, which could impact District operations and finances, and local property values. For more detail regarding the State's current budget, and related reports and outlooks, see Appendix A under the heading "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS."

General Obligation Bonds Secured by Ad Valorem Property Tax Revenues. Notwithstanding the impacts the COVID-19 pandemic may have on the economy in the State, the County and the District or on the District's general purpose revenues, the Bonds described herein are voter-approved general obligations of the District payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, levied in the District and are not payable from the general fund of the District. The District cannot predict the impacts that the COVID-19 pandemic might have on local property values or tax collections. See "SECURITY FOR THE BONDS – *Ad Valorem* Property Taxes" and "PROPERTY TAXATION – Tax Levies and Delinquencies" herein.

PROPERTY TAXATION

Property Tax Collection Procedures

Generally. In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing state assessed public utilities’ property and real property, the taxes on which create a lien on such property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the local superior court specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Disclaimer Regarding Property Tax Collection Procedures. The property tax collection procedures described above are subject to amendment based on legislation or executive order which may be enacted by the State legislature or declared by the Governor from time to time. The District cannot predict whether future amendments or orders will occur, and what impact, if

any, said future amendments or orders could have on the procedures relating to the levy and collection of property taxes, and related interest and penalties.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization (“SBE”) and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as “unitary property,” a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and “operating nonunitary” property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

Assessed Valuation History. The table below shows the District’s assessed valuation for fiscal years 1999-00 through 2021-22, as of the date the equalized assessment tax roll is established each year, excluding any exemptions granted after such date in each year.

FRESNO UNIFIED SCHOOL DISTRICT Assessed Valuation Fiscal Year 1999-00 through Fiscal Year 2021-22

<u>Fiscal Year</u>	<u>Locally Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>Annual % Change</u>
1999-00	\$10,503,280,238	\$18,639,570	\$1,002,330,160	\$11,524,249,968	--
2000-01	10,894,763,571	18,629,888	1,055,494,039	11,968,887,498	3.86%
2001-02	11,235,189,369	19,810,824	1,105,339,956	12,360,340,149	3.27
2002-03	11,530,332,812	18,856,165	1,256,526,405	12,805,715,382	3.60
2003-04	12,218,746,060	17,145,727	1,181,889,225	13,417,781,012	4.78
2004-05	13,288,115,639	16,510,163	1,392,778,068	14,697,403,870	9.54
2005-06	14,567,077,884	19,701,339	1,128,091,518	15,714,870,741	6.92
2006-07	16,336,534,091	18,882,002	1,078,610,289	17,434,026,382	10.94
2007-08	17,860,306,168	10,049,230	1,468,847,888	19,339,203,286	10.93
2008-09	18,096,123,123	10,031,305	1,131,717,067	19,237,871,495	(0.52)
2009-10	16,821,305,558	10,220,120	1,397,221,919	18,228,747,597	(5.25)
2010-11	16,251,873,452	9,775,567	1,338,256,165	17,599,905,184	(3.45)
2011-12	15,736,053,796	9,295,415	1,277,259,183	17,022,608,394	(3.28)
2012-13	15,468,119,802	9,228,652	1,312,579,890	16,789,928,344	(1.37)
2013-14	16,011,599,123	9,221,278	1,246,492,822	17,267,313,223	2.84
2014-15	16,934,846,890	9,169,082	1,266,985,241	18,211,001,213	5.47
2015-16	17,658,842,282	9,965,012	1,277,661,521	18,946,468,815	4.04
2016-17	18,309,912,965	9,922,336	1,368,773,825	19,688,609,126	3.92
2017-18	19,076,931,954	9,906,178	1,362,448,214	20,449,286,346	3.86
2018-19	20,034,158,561	9,885,816	1,317,327,741	21,361,372,118	4.46
2019-20	20,983,346,330	8,214,210	1,096,693,253	22,088,253,793	3.40
2020-21	22,007,278,969	8,214,210	1,423,180,760	23,438,673,939	6.11
2021-22	22,715,929,397	8,214,210	1,514,832,573	24,238,976,280	3.41

Source: California Municipal Statistics. (except for annual percentage change).

Factors Relating to Increases/Decreases in Assessed Value. Economic Conditions; Disasters. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and man-made or natural disasters such as earthquakes, fires, floods and drought. Seismic activity is also a risk in the region where the District is located.

The State has experienced drought conditions in recent years, including a period of drought followed by record-level precipitation in late 2016 and early 2017 which resulted in related severe flooding and mudslides in certain regions. As of May 10, 2022, the U.S. Drought Monitor indicates that the State is classified as experiencing mostly severe to extreme drought conditions, with the County in the extreme drought category. During 2021, Governor Newsom proclaimed a drought state of emergency for all counties in the State, culminating with his October 19, 2021 proclamation, urging Californians to step up their water conservation efforts. In January 2022, the State Water Board adopted emergency regulations aimed at saving water and raising drought awareness, with prohibitions focused on reducing outdoor water use, enforceable by local agencies and the State Water Board, generally with warning letters, mandatory water use audits, and fines. Local agencies can impose and enforce their own drought conservation rules.

In addition, the State has had several severe wildfires in recent years, which have burned thousands of acres and destroyed thousands of homes and structures. Several of the wildfires in recent years have originated in wildlands adjacent to urban areas.

Global Pandemic/Disease. Currently the world is experiencing a global pandemic as a result of the outbreak of COVID-19 which has resulted in an economic recession that could cause general marked declines in property values. For disclosure relating to the COVID-19 pandemic, see also "SECURITY FOR THE BONDS – Disclosure Relating to COVID-19."

Future Conditions Unknown. The District cannot predict or make any representations regarding the effects that prolonged droughts or wildfires or any other type of natural or manmade disasters, including the COVID-19 pandemic, and related conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Assessed Valuation by Jurisdiction. The following table shows assessed valuation by jurisdiction in the District.

**FRESNO UNIFIED SCHOOL DISTRICT
2021-22 Assessed Valuation by Jurisdiction**

Jurisdiction:	Assessed Valuation in School District	% of School District	Assessed Valuation of Jurisdiction	% of Jurisdiction in School District
City of Clovis	\$512,764,738	2.12%	\$13,299,318,883	3.86%
City of Fresno	20,480,712,723	84.49	\$42,380,247,793	48.33%
Unincorporated Fresno County	<u>3,245,498,819</u>	<u>13.39</u>	\$26,196,223,512	12.39%
Total District	\$24,238,976,280	100.00%		
Fresno County	\$24,238,976,280	100.00%	\$91,089,626,583	26.61%

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The table below shows the land use of property within the District as measured by assessed valuation and the number of parcels. As shown, the majority of the District's assessed valuation is represented by residential property.

**FRESNO UNIFIED SCHOOL DISTRICT
Assessed Valuation and Parcels by Land Use
Fiscal Year 2021-22**

	2021-22 Assessed Valuation⁽¹⁾	% of Total	No. of Parcels	% of Total	No. of Taxable Parcels	% Total
Non-Residential:						
Agricultural	\$4,197,322	0.02%	14	0.01%	14	0.01%
Commercial	4,429,308,565	19.50	4,633	4.72	4,607	4.72
Vacant Commercial	119,289,507	0.53	862	0.88	831	0.85
Industrial	1,090,261,297	4.80	1,333	1.36	1,319	1.35
Vacant Industrial	96,149,968	0.42	640	0.65	630	0.64
Recreational	41,695,522	0.18	41	0.04	41	0.04
Government/Social/Institutional	184,488,121	0.81	479	0.49	327	0.33
Vacant Other	32,242,595	0.14	158	0.16	150	0.15
Miscellaneous	<u>2,627,398</u>	<u>0.01</u>	<u>140</u>	<u>0.14</u>	<u>138</u>	<u>0.14</u>
Subtotal Non-Residential	\$6,000,260,295	26.41%	8,300	8.45%	8,057	8.25%
Residential:						
Single Family Residence	\$13,859,947,222	61.01%	79,712	81.13%	79,661	81.56%
Mobile Home	61,609,574	0.27	1,588	1.62	1,588	1.63
Mobile Home Park	90,273,684	0.40	26	0.03	26	0.03
2-4 Residential Units	118,865,699	0.52	733	0.75	732	0.75
5+ Residential Units/Apartments	2,471,702,381	10.88	6,248	6.36	6,235	6.38
Miscellaneous Residential	35,044,118	0.15	133	0.14	133	0.14
Vacant Residential	<u>78,226,424</u>	<u>0.34</u>	<u>1,511</u>	<u>1.54</u>	<u>1,245</u>	<u>1.27</u>
Subtotal Residential	\$16,715,669,102	73.59%	89,951	91.55%	89,620	91.75%
Total	\$22,715,929,397	100.00%	98,251	100.00%	97,677	100.00%

(1) Local secured assessed valuation; excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Residential Parcels. The table below shows the breakdown of the assessed valuations of improved single-family residential parcels in the District, including the median and average assessed value per parcel.

FRESNO UNIFIED SCHOOL DISTRICT
Per Parcel 2021-22 Assessed Valuation of Single Family Homes

	<u>No. of Parcels</u>	<u>2021-22 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
Single Family Residential	79,661	\$13,859,947,222	\$173,987	\$146,544

<u>2021-22 Assessed Valuation</u>	<u>No. of Parcels ⁽¹⁾</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$24,999	441	0.554%	0.554%	\$8,079,518	0.058%	0.058%
\$25,000 - \$49,999	4,167	5.231	5.785	170,997,619	1.234	1.292
\$50,000 - \$74,999	7,946	9.975	15.759	497,843,837	3.592	4.884
\$75,000 - \$99,999	9,964	12.508	28.267	874,584,857	6.310	11.194
\$100,000 - \$124,999	9,809	12.313	40.581	1,102,462,928	7.954	19.148
\$125,000 - \$149,999	8,681	10.897	51.478	1,190,859,930	8.592	27.741
\$150,000 - \$174,999	7,662	9.618	61.096	1,243,831,135	8.974	36.715
\$175,000 - \$199,999	6,836	8.581	69.678	1,278,747,615	9.226	45.941
\$200,000 - \$224,999	5,623	7.059	76.736	1,190,731,123	8.591	54.532
\$225,000 - \$249,999	4,463	5.602	82.339	1,056,142,409	7.620	62.152
\$250,000 - \$274,999	3,456	4.338	86.677	904,292,344	6.525	68.677
\$275,000 - \$299,999	2,567	3.222	89.900	735,985,235	5.310	73.987
\$300,000 - \$324,999	1,870	2.347	92.247	582,458,762	4.202	78.189
\$325,000 - \$349,999	1,333	1.673	93.920	448,482,270	3.236	81.425
\$350,000 - \$374,999	890	1.117	95.038	321,304,861	2.318	83.743
\$375,000 - \$399,999	690	0.866	95.904	266,892,336	1.926	85.669
\$400,000 - \$424,999	513	0.644	96.548	211,338,364	1.525	87.194
\$425,000 - \$449,999	406	0.510	97.058	177,392,693	1.280	88.474
\$450,000 - \$474,999	344	0.432	97.489	158,496,243	1.144	89.617
\$475,000 - \$499,999	257	0.323	97.812	125,032,019	0.902	90.520
\$500,000 and greater	1,743	2.188	100.000	1,313,991,124	9.480	100.000
	79,661	100.000%		\$13,859,947,222	100.000%	

(1) Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

Reassessment or appeals of assessed values could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in Appendix A.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as

residential home prices) cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by the County Assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or blanket reassessments initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds) may be paid.

Tax Rates

Typical tax rates for recent years for a tax rate area within the City of Fresno portion of the District (Tax Rate Area 5-001) are set forth in the following table.

FRESNO UNIFIED SCHOOL DISTRICT
Typical Total Tax Rates – TRA 5-001⁽¹⁾
(2021-22 Assessed Value: \$3,206,251,614)
Fiscal Years 2017-18 through 2021-22
(Dollars Per \$100 of Assessed Valuation)

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
General Tax Rate	\$1.000000	\$1.000000	\$1.000000	\$1.000000	\$1.000000
City of Fresno Pension Tax	.032438	.032438	.032438	.032438	.032438
Fresno Unified School District	.188864	.188864	.188864	.213864	.213864
State Center Community College District	<u>.025934</u>	<u>.022966</u>	<u>.025786</u>	<u>.025672</u>	<u>.018088</u>
Total Tax Rate	\$1.247236	\$1.244268	\$1.244268	\$1.271974	\$1.264390

(1) 2021-22 assessed valuation of TRA 5-001 is \$3,206,251,614 which is 13.23% of the District's total assessed valuation.
Source: California Municipal Statistics, Inc.

Tax Levies and Delinquencies

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “**Teeter Plan**”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes credited to its fund, in the same manner as if the amount credited had been collected. The District participates in the Teeter Plan, and thus receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes.

So long as the Teeter Plan remains in effect and the County continues to include the District in the Teeter Plan, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes on the secured roll will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors could under certain circumstances terminate the Teeter Plan in its entirety and, in addition, the Board of Supervisors could terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District. With respect to general obligation bonds, county assessors are authorized to levy taxes sufficient to pay debt service on bonds coming due, including as a rate that will provide for a reserve. The District cannot represent the sufficiency of any such reserve to the extent necessary to cover delinquent taxes, to the extent the Teeter Plan were amended or discontinued.

The District cannot provide any assurances that the County will continue to maintain the Teeter Plan described above, or will have sufficient funds available to distribute the full amount of the District's share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District's or the County's control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other outbreak of disease or natural or manmade disaster. See "SECURITY FOR THE BONDS – Disclosure Relating to the COVID-19 Pandemic."

Furthermore, the District cannot predict the impact, if any, that changes or modifications to property tax collection procedures, including Order N-61-20 which waives the collection of certain penalties and interest on delinquent property taxes resulting from the COVID-19 pandemic, might have on the County's Teeter Plan. See "PROPERTY TAXATION – Property Tax Collection Procedures" herein.

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The following table shows secured tax charges and delinquencies in fiscal years 2003-04 through 2020-21, for secured property within the District without regard to the Teeter Plan.

FRESNO UNIFIED SCHOOL DISTRICT
Secured Tax Charges and Delinquencies

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amount Delinquent June 30	% Delinquent June 30 of such Fiscal Year
2003-04	\$134,379,322	\$3,091,338	2.30%
2004-05	160,904,807	7,301,862	4.54
2005-06	167,001,232	4,444,572	2.66
2006-07	195,184,006	7,959,057	4.08
2007-08	212,055,215	11,053,873	5.21
2008-09	201,744,552	8,708,429	4.32
2009-10	202,619,719	7,036,950	3.47
2010-11	195,875,634	5,968,758	3.05
2011-12	188,855,635	4,519,853	2.39
2012-13	186,268,610	4,255,016	2.28
2013-14	201,983,687	4,372,242	2.16
2014-15	212,963,686	4,495,731	2.11
2015-16	221,402,930	3,410,788	1.54
2016-17	232,409,836	4,764,545	2.05
2017-18	247,420,312	4,886,634	1.98
2018-19	260,063,749	5,169,967	1.99
2019-20	271,825,697	5,936,703	2.18
2020-21	291,174,747	5,223,940	1.79

(1) All taxes collected by the County within the District.
Source: *California Municipal Statistics, Inc.*

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Major Taxpayers

The following table shows the 20 largest owners of secured taxable property in the District as determined by secured assessed valuation.

The more property (by assessed value) which is owned by a single taxpayer in the District, the greater the amount of tax collections that are exposed to weaknesses in the taxpayer's financial situation and ability or willingness to pay property taxes. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

FRESNO UNIFIED SCHOOL DISTRICT Top Twenty Secured Property Taxpayers Fiscal Year 2021-22

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2021-22 Assessed Valuation</u>	<u>% of Total⁽¹⁾</u>
1.	Macerich Fresno LP	Shopping Center	\$147,314,193	0.65%
2.	Meganova LP	Residential Development	136,325,778	0.60
3.	RPI Fig Garden LP	Shopping Center	73,268,402	0.32
4.	Lyons Magnus Inc.	Industrial	67,625,175	0.30
5.	Gap Inc.	Industrial	63,806,300	0.28
6.	M L Street Properties LLC	Office Building	59,222,848	0.26
7.	Fig Garden Land Holdings LLC	Office Building	57,487,535	0.25
8.	Government Properties Income Trust LLC	Office Building	47,593,389	0.21
9.	Capri Sun Inc.	Industrial	44,453,176	0.20
10.	Wal-Mart Real Estate Business Trust	Commercial	43,191,757	0.19
11.	USGP Fresno IRS LLC	Office Building	40,017,309	0.18
12.	HCP CRS2 Fresno CA LP	Assisted Living Facility	38,665,552	0.17
13.	Bottling Group LLC	Industrial	37,517,078	0.17
14.	Winco Foods LLC	Commercial	36,918,639	0.16
15.	Fancher Creek LP	Apartments	36,853,291	0.16
16.	Heron Pointe Apartments LLC	Apartments	36,010,842	0.16
17.	Fresno Apartments Owner LLC	Apartments	35,387,782	0.16
18.	Group VII Fresno Property LP	Apartments	34,668,169	0.15
19.	Torrey Ridge LP	Apartments	33,058,552	0.15
20.	Reflections Fresno LP	Apartments	32,192,624	0.14
			<u>\$1,101,578,391</u>	<u>4.85%</u>

(1) 2021-22 local secured assessed valuation: \$22,715,929,397.

Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

FRESNO UNIFIED SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
Dated as of _____, 2022

[to come]

(1) Excludes the Bonds described herein.

(2) Central Valley Support Services Joint Powers Agency lease revenue bonds. See Appendix A under the heading “DISTRICT FINANCIAL INFORMATION – Long-Term Debt – Other Long Term Debt of the District – 2020 Refunding Lease Revenue Bonds (Fresno Unified School District Central Kitchen).

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: *California Municipal Statistics, Inc.*

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "bond premium" for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of a Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of the Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds are sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of a Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of bond premium amortized each year reduces the adjusted basis of the owner of the Bonds for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium Bonds including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Form of Opinion

A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX D.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

Absence of Material Litigation

Generally. No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* property taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

The District is subject to lawsuits and claims that arise in the regular course of operating a public school district. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

[UPDATE TO COME FROM DISTRICT LITIGATION COUNSEL: _____]

Litigation Regarding Construction. In November 2012, a local taxpayer, Stephen K. Davis (“**Plaintiff**”) filed a civil action in Fresno County Superior Court (*Davis v. Fresno Unified School District et al.*) challenging the legality of contracts for the construction of certain school facilities between the District and a construction company under a lease-leaseback arrangement, without competitive bidding. A first amended complaint was filed in March 2013, which added a conflict of interest claim against the contractor, as well as additional theories upon which to challenge the contracts. Following certain legal proceedings, including an appellate review and remand of the case to the Superior Court, judgment on the pleadings was entered in favor of the District and contractor defendant Harris Construction Co., Inc. (“**Harris**”), resulting in the dismissal of the action without leave to amend, on July 19, 2019. Dismissal of the action was granted in part on the basis that the lawsuit had become moot and effective relief was no longer available because the construction had been completed and the contracts were thus no longer executory in nature, and the remedies sought were not available under *in rem* proceedings.

Plaintiff filed an appeal of the court's judgment on August 7, 2019 in the Fifth District Court of Appeal. On November 24, 2020, the Court of Appeal reversed the Superior Court's decision. The Court of Appeal found that the construction contracts, which the Court stated did not contain a financing component, were not subject to the validation statutes (as described below), and that the separate taxpayer relief action seeking disgorgement of profits earned under the construction contracts could be maintained and was not moot. In December 2020, plaintiff Davis and defendants District and Harris each petitioned for rehearing in the Court of Appeal, which petitions were all denied.

Before the issuance of the remittitur by the Court of Appeal, the defendants (the District and Harris) timely petitioned the California Supreme Court for review in late December 2020, and the case was accepted for review on March 17, 2021. The California Supreme Court will review the specific issue of whether a lease-leaseback arrangement in which construction is financed

through bond proceeds and not by or through the builder is a "contract" within the meaning of Government Code Section 53511, which statute sets forth instances where a local agency may bring an action under the validation statutes to determine the validity of its bonds, warrants, contracts, obligations or evidences of indebtedness.

The District can make no representation regarding the outcome of the above-described review by the California Supreme Court. The outcome of the lawsuit does not and will not adversely affect the validity of the Bonds, the District's ability to pay debt service with respect to the Bonds or the ability of the District to comply with applicable requirements of federal tax law.

Disclaimer Regarding Cyber Risks

The District, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other electronic sensitive information, the District may be the subject of cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to the District's systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information. The District has never had a major cyber breach that resulted in a financial loss. No assurance can be given that the District's current efforts to manage cyber threats and security will, in all cases, be successful. The District cannot predict what future cyber security events may occur and what impact said events could have on its operations or finances.

The District relies on other entities and service providers in the course of operating the District, including the County with respect to the levy and collection of ad valorem property taxes, as well as other trustees, fiscal agents and dissemination agents. No assurance can be given that future cyber threats and attacks against other third party entities or service providers will not impact the District and the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the Continuing Disclosure Certificate

Compensation of Certain Professionals

Payment of the fees and expenses of Jones Hall, A Professional Law Corporation, San Francisco, California as Bond Counsel and Disclosure Counsel to the District, Stradling Yocca Carlson & Rauth, as Underwriters' Counsel, and Keygent LLC, as Municipal Advisor to the District, is contingent upon issuance of the Bonds.

CONTINUING DISCLOSURE

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Bonds in the form attached hereto as Appendix E. The District has covenanted therein, for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board (an "**Annual Report**") not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing March 31, 2023 with the report for the 2021-22 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board (the "**MSRB**"). The specific nature of the information to be contained in an Annual Report or the notices of

enumerated events is set forth in “APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriters of the Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the “**Rule**”).

The District has existing disclosure undertakings that have been made pursuant to the Rule in connection with the issuance of the District’s outstanding general obligation bonds and other indebtedness (see information in Appendix A under the heading “DISTRICT FINANCIAL INFORMATION – Long-Term Debt”). A review of the District’s obligations and filings in the previous five years has been undertaken. [No material instances of non-compliance were identified.] -- *TO BE CONFIRMED*.

In order to assist in future timely compliance with its disclosure undertakings for its outstanding obligations and the Bonds, the District has contracted with Keygent LLC to serve as dissemination agent for the Bonds and the outstanding obligations of the District.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District’s duties regarding continuing disclosure.

RATING

Moody’s Investors Service (“**Moody’s**”) has assigned a rating of “___” to the Bonds. The District has provided certain additional information and materials to Moody’s (some of which does not appear in this Official Statement). Such a rating reflects only the view of Moody’s and explanations of the significance of such a rating may be obtained only from Moody’s. There is no assurance that any credit rating given to the Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by Moody’s if, in such agency’s judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated and Piper Sandler & Co. (together the “**Underwriters**”), have agreed to purchase the Series B Bonds at a price of \$_____ which is equal to the initial principal amount of the Series B Bonds of \$_____, plus original issue premium of \$_____ less an Underwriters’ discount of \$_____, and less \$_____ to be applied to costs of issuance of the Series B Bonds.

The bond purchase agreement relating to the Bonds provides that the Underwriters will purchase all of the Bonds (if any are purchased), and provides that the Underwriters’ obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriters may offer and sell the Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriters.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution, the Paying Agent Agreement, and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriters and following delivery of the Bonds will be on file at the offices of the Paying Agent in Los Angeles, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Chief Financial Officer

APPENDIX A

GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT

The information in this appendix and other sections concerning the District's operations, financial information and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the front half of the Official Statement.

DISTRICT GENERAL INFORMATION

General Information

The Fresno City School District was formed as an elementary school district on February 6, 1873. Its first school was built in 1875. The District became operative as a unified school district on July 1, 1948, following annexation of the Calwa School District to the Fresno City School District, and their consolidation with the Fresno High School District. Since 1947, the District has annexed all or parts of eight other school districts. The District presently serves students from portions of the cities of Clovis and Fresno, California, and from some unincorporated areas of Fresno County. The District's boundary is roughly defined by W. Herndon Avenue on the north, N. Clovis Avenue on the east, E. North Avenue on the south, and N. Brawley Avenue and S. Cornelia Avenue on the west, encompassing an estimated population of about 546,770 residents. The District operates 103 schools and has enrollment of approximately 69,000 students (inclusive of students in the District's preschool program) in fiscal year 2021-22. For demographic information regarding the City and the County, see Appendix C hereto.

Administration

Board of Education. The District is governed by a seven-member Board of Education, with each member elected to a four-year term by voters within seven trustee areas. Elections for positions on the Board of Education are held every two years, alternating between three and four available positions. Current members of the Board of Education, together with their office and the date their term expires, are listed below:

BOARD OF EDUCATION Fresno Unified School District

<u>Name</u>	<u>Area</u>	<u>Office</u>	<u>Term Expires</u>
Elizabeth Jonasson Rosas	2	President	December 2024
Veva Islas	4	Clerk	December 2022
Claudia Cazares	6	Member	December 2024
Valerie F. Davis	3	Member	December 2022
Andy Levine	5	Member	December 2024
Major Terry Slatc USMC (Retired)	7	Member	December 2022
Keshia Thomas	1	Member	December 2022

Superintendent and Administrative Personnel. The day-to-day operations are managed by a Board-appointed Superintendent of Schools. Below is recent employment and educational information for both the Superintendent and the Chief Financial Officer.

Superintendent: Dr. Robert G. Nelson. Dr. Nelson was appointed Superintendent of Fresno Unified School District in September 2017. Dr. Nelson has worked 23 years for the District serving in various roles including teacher, Vice Principal, Principal, Human Resources Administrator and Chief of Staff, making him the first internal employee to serve as superintendent in nearly 30 years. Prior to returning to the District to serve as Chief of Staff, Dr. Nelson served as the Chawanakee Unified School District Superintendent in Eastern Madera County. Dr. Nelson graduated from the University of Southern California, completed his Master's in Educational Administration and Supervision at California State University, Fresno and his doctoral degree at the University of Southern California.

Chief Financial Officer: Santino Danisi. Mr. Danisi joined the District as a Financial Analyst, Fiscal Services in 2008 and was appointed as the Chief Financial Officer in 2021. He previously served the District as Budget Director, Fiscal Services and Executive Officer, Office of State and Federal Programs. Mr. Danisi worked for United Parcel Service for seven years before joining the District. He received his Bachelor's degree in Finance from California State University, Fresno and Master's of Business Administration degree in Corporate Finance from California State University, East Bay. He completed the School Business Management Certificate Program through the University of Southern California Rossier School of Education and the Michael Casserly Urban School Executive Institute through the Council of Great City Schools.

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Recent Enrollment and ADA Trends

The following table shows recent enrollment history (including pre-school enrollment but excluding enrollment at independent charter schools) and average daily attendance (“**ADA**”) for the District.

FRESNO UNIFIED SCHOOL DISTRICT Annual Enrollment and ADA Fiscal Years 2014-15 through 2022-23 (Budgeted)

School Year	Enrollment	Percent Change	ADA	Percent Change
2014-15	73,543	--%	66,197	--%
2015-16	73,460	(0.1)	66,228	0.0
2016-17	73,356	(0.1)	66,294	0.1
2017-18	73,455	0.1	66,401	0.2
2018-19	73,249	(0.3)	67,045	1.0
2019-20	73,214	0.0	66,904	(0.2)
2020-21	71,500	(2.3)	66,904	0.0
2021-22 ⁽¹⁾				
2022-23 ⁽¹⁾				

(1) As shown in 2022-23 Adopted Budget.
Source: Fresno Unified School District.

There are seven independent charter schools that currently operate within District boundaries. These schools operate independently from the District and the District does not include financial information regarding charter school activities in its financial statements. The District can make no representations regarding how many District students will transfer to charter schools in the future, and the corresponding financial impact on the District due to any potential loss of student enrollment. The average combined enrollment in the charter schools over the last five fiscal years was ____ students.

District’s Response to COVID-19 Pandemic

[SUBJECT TO REVIEW AND UPDATES]

To reduce the potential for community transmission of COVID-19 and in accordance with all official recommendations, guidelines and mandates, the District closed its facilities with respect to in-person instruction in March 2020. Thereafter, distance learning was implemented, which extended through the end of the 2019-20 academic year. The 2020-21 academic year also commenced in distance learning mode. As of April 6, 2021, the District offered an in-person and remote learning hybrid program to primary students and thereafter phased in secondary students. The 2021-22 academic year commenced in person with an independent study option. The 2022-23 is expected to commence in the same mode. The District will adjust its teaching mode as needed to adjust to all orders and mandates, with guidance from the State and local officials, given the dynamic nature of the COVID-19 pandemic.

The District has received and/or expects to receive one-time funding from federal and State sources in the combined amount of approximately \$770 million to address expenses arising from the COVID-19 pandemic, which amount includes expected funding under the State’s AB 86 which provided financial incentives for in-person instruction, and also under the federal American Rescue Plan adopted in March 2021. The funds received have been spent to date on addressing costs that have arisen due to COVID-19, such as acquiring personal protective equipment, cleaning and sanitizing facilities and establishing Wi-Fi hotspots. Funds to be received will be

spent on authorized purposes generally relating to COVID-related expenses. In addition to the federal and State relief provided, the District realized some cost-savings resulting from not operating its sites full time in fiscal years 2019-20 and 2020-21, such as reductions in costs relating to substitute teachers, reduced electricity costs and costs relating to transportation and fuel, which offset some of the expenses resulting from the COVID-19 pandemic.

The District is funded pursuant to the State's education funding formula known as LCFF, and as such, the District's main operating revenues will be affected by the State's financial position. The extent of the impact of the COVID-19 pandemic on education funding cannot be fully predicted. See herein under the heading "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS" for information on the State's current and proposed budgets.

With respect to pension costs, the District cannot currently predict if the COVID-19 emergency will have a material impact on its required employer contributions which could rise if the unfunded actuarial accrued liabilities of PERS and STRS materially increase, although the State reduced contribution rates as part of its fiscal year 2020-21 Budget in response to the COVID-19 pandemic.

The District maintains reserves for economic uncertainties, which is projected in fiscal year 2021-22 to exceed the State's required minimum reserve of two percent of expenditures. See "DISTRICT FINANCIAL INFORMATION – District Budget and Interim Financial Reporting - District Reserves."

The impacts of the COVID-19 emergency on global, State-wide and local economies, which could impact District operations and finances, and local property values are unknown and cannot be predicted by the District. See also information herein under the heading "SECURITY FOR THE BONDS - Disclosure Relating to COVID-19 Pandemic."

Employee Relations

The District has projected in fiscal year 2021-22 for 4,289.5 certificated (non-management) full-time equivalent ("FTE") employees, 2,921.0 classified (non-management) FTE employees, and 927.0 management/supervisor/confidential FTE employees. District employees are represented by the labor organizations shown in the table below.

FRESNO UNIFIED SCHOOL DISTRICT Summary of Labor Organizations [UPDATE AS APPLICABLE]

<u>Labor Organization</u>	<u>Contract Expiration</u>
Fresno Teachers Association (FTA)	6/30/2022 ⁽¹⁾
California School Employees Association-125	6/30/2024
California School Employees Association-143	6/30/2024
Service Employees International Union	6/30/2022
FTA Trades	6/30/2022
Fresno Area School Teachers Association	6/30/2022
International Association of Machinist & Aerospace Workers	6/30/2022

(1) Settled through this date without re-openers.
Source: Fresno Unified School District.

The District's 2022-23 Adopted Budget includes certain assumptions regarding compensation terms for such fiscal year. These include: _____.

Insurance – Risk Management

The District has established a self-insurance fund to account for the risk of loss for property and liability, workers' compensation, and employee health benefits. For the year ended June 30, 2020, the District was self-insured up to \$2,000,000 for each workers' compensation claim and \$350,000 property claim, and \$1,000,000 for each liability claim. The District purchased commercial excess insurance for claims above the self-insured retention. The District also has coverage for cyber security incidents.

The property and liability claims liability of \$3,143,815 is based on an actuarial projected estimate at June 30, 2021, discounted at 0.25%. The workers' compensation claims liability of \$31,001,698 is based on an actuarial projected estimate at June 30, 2021, discounted at 1%. The health claims liability of \$21,888,321 is based on an actuarial projected estimate at June 30, 2021, discounted at 3.0% - 6.0%. The liability for all programs include a component for unallocated loss adjustment expenses. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years. Changes in the claims liability for the years ended June 30, 2021 and 2020 were as follows:

FRESNO UNIFIED SCHOOL DISTRICT Changes in the claim's liability Fiscal Years 2019-20 and 2020-21

	Property and Liability	Workers' Compensation	Health	Total
Claims liability at 6/30/2019	\$1,818,770	\$37,543,179	\$19,771,885	\$59,133,834
Incurring Claims	4,484,895	6,119,459	172,499,268	183,103,622
Paid Claims	<u>(4,393,956)</u>	<u>(6,013,684)</u>	<u>(171,534,719)</u>	<u>(181,942,359)</u>
Claims liability at 6/30/2020	1,909,709	37,648,954	20,736,434	60,295,097
Incurring Claims	5,525,302	(8,289,097)	173,403,488	170,639,693
Paid Claims	<u>(4,291,196)</u>	<u>1,641,841</u>	<u>(172,251,601)</u>	<u>(174,900,956)</u>
Claims liability at 6/30/2021	\$3,143,815	\$31,001,698	\$21,888,321	\$56,033,834

Source: Fresno Unified School District.

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DISTRICT FINANCIAL INFORMATION

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof.

Education Funding Generally

School districts in California receive operating income primarily from two sources: the State funded portion which is derived from the State's general fund, and a locally funded portion, being a district's share of the one percent general *ad valorem* property tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district's revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance ("**ADA**") for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District's revenue limit and their respective local property tax revenues. Districts that had local property tax revenues which exceeded its revenue limit entitlements were deemed "Basic Aid Districts" and received full funding from local property tax revenues, and were entitled to keep those tax revenues which exceeded their revenue limit funding entitlements.

The fiscal year 2013-14 State budget replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the "**LCFF**"). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.

- An additional concentration grant of up to 50% of a local education agency's base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.
- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in with full implementation occurring in fiscal year 2018-19. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district's proportionate share of the appropriations included in the State budget (based on the percentage of each district's students who are low-income, English learners, and foster youth ("**Targeted Students**")), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

Full implementation of LCFF occurred in fiscal year 2018-19 in connection with adoption of the State Budget for said fiscal year. Funding levels used in the LCFF target entitlement calculations, not including any supplemental or concentration grant funding entitlements, for fiscal year 2021-22 are set forth in the following table.

**Fiscal Year 2021-22 Base Grant* Under LCFF by Grade Span
(Targeted Base Grant)**

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2019-20 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
Statutory COLA (2.31%)	\$178	\$181	\$186	\$215
2020-21 Base Grant Per ADA	\$7,880	\$7,999	\$8,236	\$9,544
2021-22 Funded COLA for LCFF (2.70%)	\$213	\$216	\$222	\$258
2021-22 Base Grant per ADA before Grade Span Adjustments	\$8,093	\$8,215	\$8,458	\$9,802
Grade Span Adjustment Factors	10.4%	--	--	2.6%
Grade Span Adjustment Amounts	\$842	--	--	\$255
2021-22 Adjusted Base Grants	\$8,935	\$8,215	\$8,458	\$10,057

*Does not include supplemental and concentration grant funding entitlements.
Source: State Department of Education.

The legislation implementing LCFF included a "hold harmless" provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the State Superintendent of Public Instruction (the "**State Superintendent**") performs a

corresponding role for county offices of education. In addition, the State Budget for fiscal year 2013-14 created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, a school and district performance dashboard, determining the contents of the school accountability report card, and establishing policies to implement the federal accountability system.

When a school district's share of local property taxes exceeds its funding entitlement under LCFF, it is deemed a Basic Aid District and is entitled to keep its local property taxes in lieu of lower funding per ADA available under LCFF. The District is not a Basic Aid District.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of funds, with each group consisting of a separate accounting entity. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30. For more information on the District's basis of accounting and fund accounting, see "APPENDIX B – Audited Financial Statements of the District for Fiscal Year 2020-21– Note 1 - Significant Accounting Policies" herein.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2021 Audited Financial Statements were prepared by Crowe LLP, Sacramento, California, and are attached hereto as Appendix B. Audited financial statements for the District for prior fiscal years are on file with the District at Fresno Unified School District, 2309 Tulare St., Fresno, California 93721; telephone (559) 457-3500. The District has not requested, and the auditor has not provided, any review or update of such financial statements in connection with inclusion in this Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District. The District may impose a charge for copying, mailing and handling.

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General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District for fiscal years 2016-17 through 2020-21.

**SUMMARY OF GENERAL FUND REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE**

**Fiscal Years 2016-17 through 2020-21
Fresno Unified School District**

	Audited 2016-17	Audited 2017-18	Audited 2018-19	Audited 2019-20	Audited 2020-21
Revenues					
LCFF:					
State apportionment	\$616,402,822	\$633,401,610	\$691,642,934	\$713,268,424	\$706,653,545
Local sources	61,358,140	65,050,010	66,568,710	67,608,807	72,894,659
Total LCFF	677,760,962	698,451,620	758,211,644	780,877,231	779,548,204
Federal revenues	74,761,962	78,071,064	83,355,083	92,630,143	167,002,772
Other state revenues	107,179,798	122,767,981	124,718,853	118,544,054	171,938,956
Other local revenues	15,495,977	17,256,785	18,695,408	19,693,875	21,935,956
Total Revenues	875,197,761	916,547,450	984,980,988	1,011,745,303	1,140,425,583
Expenditures					
Certified salaries	357,105,787	396,076,932	406,074,731	427,118,023	444,220,633
Classified salaries	113,871,995	124,861,726	132,156,232	138,312,532	148,682,788
Employee benefits	209,941,329	244,126,633	274,611,664	297,295,056	304,024,327
Books and Supplies	44,244,868	56,461,712	55,578,210	45,242,392	76,577,451
Services, other Operating expenses	83,805,622	91,360,160	97,968,157	88,294,439	79,521,336
Capital outlay	4,519,116	7,845,132	10,716,950	18,947,447	2,648,022
Other outgo	2,965,645	4,941,561	3,192,259	2,973,394	2,019,908
Debt service: principal	117,084	96,933	90,216	90,216	52,959
Total Expenditures	816,571,446	925,770,789	980,388,419	1,018,273,499	1,057,747,424
Excess of Revenue Over/(Under) Expend.	58,626,315	(9,223,339)	4,592,569	(6,528,196)	82,678,159
Other Financing Sources (Uses)					
Operating transfers in ⁽¹⁾	3,816,892	7,214,742	10,378,899	9,319,802	9,140,331
Operating transfers out ⁽²⁾	(2,539,730)	(4,634,148)	(7,892,451)	(6,859,750)	(14,808,419)
Total Other Financing Source(Uses)	1,227,162	2,580,594	2,486,448	2,460,052	(5,668,088)
Net change in fund balance	59,903,477	(6,642,745)	7,079,017	(4,068,144)	77,010,071
Fund Balance, July 1	95,911,360	155,814,837	149,172,092	156,251,109	152,182,965
Fund Balance, June 30	\$155,814,837	\$149,172,092	\$156,251,109	\$152,182,965	\$229,193,036

(1) Transfers in consist primarily of resources from bond funds available to support deferred maintenance and restricted routine maintenance.

(2) Transfers out consist primarily of District contributions to the irrevocable trust established for OPEB (defined herein) and transfers to deferred maintenance. [Transfer out in fiscal year 2020-21 includes: _____]

Source: Fresno Unified School District Audit Reports for fiscal years 2016-17 through 2020-21.

District Budget and Interim Financial Reporting

Budgeting and Interim Reporting Procedures. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Fresno County Superintendent of Schools (the “**County Superintendent**”). The County Superintendent is independent from, and not an officer of, the County.

The County Superintendent must review and approve, conditionally approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the districts with recommendations for revision. The districts are then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 (“**A.B. 1200**”) imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the subsequent two fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable

county superintendent of schools determines that the district's repayment of indebtedness is probable.

District Budget Approval/Disapproval and Certification History. The District has not received any qualified or negative certifications of its financial reports in the past five years, nor have any of its budgets been disapproved. The District's most recent budget, for fiscal year 2021-22, was approved by the County Superintendent.

Copies of the District's budgets, interim reports and certifications may be obtained upon request from the District Office at 2309 Tulare Street, Fresno, California 93721, Telephone: (559) 457-6225. The District may impose charges for copying, mailing and handling.

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General Fund for Fiscal Year 2021-22 and 2022-23. The following table shows a summary of the general fund for fiscal year 2021-22 and 2022-23 as show in the Adopted Budget for fiscal year 2022-23.

**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE⁽¹⁾
Fiscal Year 2021-22 (Estimated Actuals) and 2022-23 (Budgeted)
Fresno Unified School District**

<u>Revenues</u>	Estimated Actuals 2021-22	Budgeted 2022-23
LCFF Revenues		
Federal Revenues	[to come]	[to come]
Other State Revenues		
Other Local Revenues		
Total Revenues		
<u>Expenditures</u>		
Certificated Salaries		
Classified Salaries		
Employee Benefits		
Books and Supplies		
Contract Services & Operating Exp.		
Capital Outlay		
Other Outgo (excluding indirect costs)		
Other Outgo – Transfers of Indirect Costs		
Total Expenditures		
Excess of Revenues Over/(Under) Expenditures		
<u>Other Financing Sources (Uses)</u>		
Operating transfers in ⁽²⁾		
Operating transfers out ⁽³⁾		
Other sources (uses)		
Total Other Financing Sources (Uses)		
Net change in fund balance		
Fund Balance, July 1		
Fund Balance, June 30		

(1) Columns may not sum to totals due to rounding.

(2) [Transfers in consist primarily of resources from bond funds available to support deferred maintenance and restricted routine maintenance.]

(3) [Transfers out consist primarily of District contributions to the irrevocable trust established for OPEB (defined herein) and transfers to deferred maintenance.]

Source: Fresno Unified School District.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 2% of expenditures, plus any other allocation or reserve that might be approved as an expenditure by the District in the future. The District maintains, and expects to maintain, an unrestricted reserve, which meets the State's minimum requirements.

Under State law (Education Code Section 42127.01), there are certain restrictions on the amount of reserves that can be maintained by LCFF-funded districts with ADA over 2,500. State law provides that in a fiscal year immediately after a fiscal year in which the amount of moneys in

the Public School System Stabilization Account is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts, the school district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10% of those funds. A county superintendent of schools may grant a school district under its jurisdiction an exemption from the requirements under certain circumstances.

The District cannot predict if or when the foregoing reserve cap will be triggered, or when or how any additional changes to legal provisions governing the reserve cap would impact its reserves and future spending. The State's budget for fiscal year 2021-22 projected that the reserve cap may be triggered beginning in fiscal year 2022-23. [The current status of this is _____]. See Appendix A under the heading "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS."

Average Daily Attendance - LCFF Funding Trends

LCFF Funding Trends. As described herein, prior to fiscal year 2013-14, school districts in California derived most State funding based on a formula that considered a revenue limit per unit of ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth the District's funding trends from State sources since implementation of LCFF.

LCFF FUNDING TRENDS Fiscal Years 2013-14 through 2022-23 (Budgeted) Fresno Unified School District

Fiscal Year	ADA	Total LCFF Funding
2013-14	65,542	\$469,636,327
2014-15	66,197	541,163,986
2015-16	66,228	630,548,847
2016-17	66,294	677,760,962
2017-18	66,401	698,451,620
2018-19	67,045	758,211,644
2019-20	66,904	713,268,424
2020-21	66,904	706,653,545
2021-22 ⁽¹⁾	60,380	846,691,056
2022-23 ⁽¹⁾		

(1) Estimated actual and budgeted.
Source: Fresno Unified School District.

Unduplicated Pupil Count - Over 55%. The District's unduplicated pupil count for fiscal year 2021-22 for purposes of calculating entitlement under LCFF for supplemental funding and concentration grant funding is approximately __%. As such, the District expects to continue to be eligible for supplemental as well as concentration grant funding under LCFF.

Possible Impact of COVID-19 on Attendance. As described herein, the short-term and long-term impact of COVID-19 on the District's attendance, revenues and local property values, and the impacts of federal and State legislation resulting from the COVID-19 emergency, cannot be predicted. The Bonds described in this Official Statement are secured by *ad valorem* property taxes, and not the District's general fund. See "SECURITY FOR THE BONDS – Disclosure Relating to COVID-19 Pandemic."

Revenue Sources

The District categorizes general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between a district's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., a district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the LCFF amount before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

Federal Revenues. The federal government provides funding for several District programs, including programs under Every Student Succeeds Act, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. The District receives State funds for mandated costs reimbursements. In addition, the District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see "-Education Funding Generally."

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, leases and rentals, and other local sources.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed*

as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriters.

Implementation of GASB Nos. 68 and 71. Commencing with fiscal year ended June 30, 2015, the District implemented the provisions of GASB Statement Nos. 68 and 71 which require certain new pension disclosures in the notes to its audited financial statements commencing with the audit for fiscal year 2014-15. Statement No. 68 generally requires the District to recognize its proportionate share of the unfunded pension obligation for STRS and PERS by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. See “APPENDIX B - Audited Financial Statements of the District for Fiscal Year 2019-20” for further information.

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District’s employer contributions to STRS for recent fiscal years are set forth in the following table.

**STRS CONTRIBUTIONS
Fresno Unified School District⁽¹⁾**

Fiscal Year	Amount
2012-13	\$23,763,908
2013-14	24,289,281
2014-15	28,705,329
2015-16	36,305,716
2016-17	44,207,146
2017-18	54,886,374
2018-19	65,539,064
2019-20	71,921,290
2020-21	69,740,257
2021-22 ⁽²⁾	
2022-23 ⁽²⁾	

(1) Increases generally attributed to increase in contribution rates and modified accounting reporting requirements, which include reporting the District’s proportionate share of the plan’s net pension liability and recognizing on-behalf STRS contributions in governmental funds.

(2) As shown in District’s 2022-23 Budget.

Source: Fresno Unified School District.

Prior to fiscal year 2014-15, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. School districts were required to contribute by statute 8.25% of eligible salary expenditures and participants contributed 8% of their respective salaries. However, in September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming contribution rates at that time continued and other actuarial assumptions were realized. This shortfall resulted from the combination of investment losses and insufficient statutory contribution rates. To address this problem, in connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”). AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “**2014 Liability**”) within 32 years by increasing member, K-14

school district and State contributions to STRS. Under AB 1469, K-14 school districts' contribution rates increased from fiscal year 2014-15 through 2020-21 as shown in the following table, along with projections for the employer rates for fiscal years 2021-22 through 2023-24.

STRS EMPLOYER CONTRIBUTION RATES
Fiscal Years 2014-15 through 2023-24

Fiscal Year	Employer Contribution Rate
2014-15	8.88%
2015-16	10.73
2016-17	12.58
2017-18	14.45
2018-19	16.28
2019-20	17.10 ⁽¹⁾
2020-21	16.15 ⁽²⁾
2021-22	16.92 ⁽³⁾
2022-23	19.10 ⁽³⁾
2023-24	19.10 ⁽³⁾

(1) Reduced from 18.13% under AB 1469 to 17.10% due to State supplemental payments to STRS under SB 90 and other State contributions to STRS.

(2) Reduced from 19.10% under AB 1469 to 16.15% due to State supplemental payments to STRS under SB 90 and other State contributions to STRS.

(3) Projected.

Source: AB 1469; STRS

The STRS unfunded liability, on a market value of assets basis, was approximately \$105.875 billion as of June 30, 2020.

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the "Schools Pool." Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

PERS EMPLOYER CONTRIBUTIONS
Fresno Unified School District

Fiscal Year	Amount
2012-13	\$10,100,950
2013-14	10,149,474
2014-15	11,799,345
2015-16	13,055,815
2016-17	15,457,728
2017-18	19,123,632
2018-19	23,633,158
2019-20	27,391,892
2020-21	28,915,243
2021-22 ⁽¹⁾	30,510,108
2022-23 ⁽¹⁾	

(1) As shown in District's 2022-23 Budget.
Source: Fresno Unified School District.

The PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$32.7 billion as of June 30, 2020 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In addition, in April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate (its assumed rate of investment return) in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS voted to lower its discount rate from the current 7.5% to 7.0% over the next subsequent three years according to the following schedule.

PERS DISCOUNT RATE
Fiscal Years 2018-19 through 2020-21

Fiscal Year	Amount
2018-19	7.375%
2019-20	7.250
2020-21	7.000

Source: PERS.

The new rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, was implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District's employer contribution rates for the current and next two fiscal years are set forth in the following table.

EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2021-22 through 2023-24⁽¹⁾

Fiscal Year	Employer Contribution Rate ⁽²⁾
2021-22	22.910%
2022-23	26.100
2023-24	27.100

(1) The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll. Rates have been reduced following adoption of the fiscal year 2020-21 State Budget and SB 90 and AB 84.

Source: PERS

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information. Additional information regarding the District's retirement programs is available in Notes 8 and 9 to the District's audited financial statements attached hereto as APPENDIX B. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriters for accuracy or completeness.*

Other Post-Employment Benefit Obligation

Plan Description. The District's governing board administers the Post-Employment Benefits Plan (the "**Plan**"). The Plan is a single employer defined benefit plan that is used to provide post-employment benefits other than pensions ("**OPEB**") for eligible retirees and their dependents. Membership of the Plan consists of 5,270 retirees and beneficiaries currently receiving benefits and 7,239 active plan members.

Previous Agreements. Under certain previous agreements with employee groups (the "**Previous Agreements**"), the District was obligated to provide lifetime health care benefits to retired employees who have worked for the District at least 16 years and retire at age 57-1/2 or later. Such coverage includes benefits for dependents of eligible retirees. The Previous Agreements require the District to pay the cost of such benefits, and such costs are not capped.

Amendments to the Previous Agreements. The District approved an agreement to revise the health benefits for teachers and retirees provided under the Previous Agreements. Under the new agreement, the District's overall contributions for employee health benefits will be capped at the fiscal year 2004-05 level, plus \$1 million, which will increase starting in fiscal year 2006-07 by the net annual cost of living adjustment ("**COLA**"). Any increases in the cost of health benefits above this cap will be the responsibility of the covered employees and retirees. The new agreement also requires increased contributions by the covered employees and retirees. The agreement also provides that for employees hired after July 1, 2005, health care benefits will be provided for such employees only until the age of Medicare eligibility, which is currently age 65, and further requires that an employee have a minimum of 25 service years with the District and retire at age 60 or later, thereby limiting the eligibility for post-employment benefits to a maximum of five years.

Irrevocable Trust for OPEB Liability. Included within the District's Self-Insurance Fund as non-operating activities are contributions made by the District to an irrevocable OPEB Trust Fund. The District has established an irrevocable trust under the California Employer's Retiree Benefit Trust Program ("**CERBT**") to prefund the costs of OPEB. The funds in the CERBT are

held in trust and will be administered by PERS as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the District Board of Education. The CERBT fund is set up for the purpose of (i) receiving employer contributions to prefund health and other post-employment benefits for retirees and their beneficiaries, (ii) invest contributed amounts and income therein, and (iii) disburse contributed amounts and income therein, if any, to pay for costs of administration of the fund and to pay for health care costs or other post-employment benefits in accordance with the terms of the District's OPEB plan. For the year ended June 30, 2021, the District's contribution to the CERBT investment trust fund totaled \$3,500,000. At June 30, 2020, the balance of the CERBT investment fund was \$54,854,091, and at June 30, 2021, the balance of CERBT investment funds was \$69,424,925. Contributions of \$3,500,000 annually are expected to be made by the District (Reference is Fund 71 in District financial statements).

Benefits Provided. District employees hired before July 1, 2005, who retire after attaining age 57.5 and completing a requisite period of service, may receive District-paid medical and prescription drug coverage for life (with continuation to the surviving spouse, if any), and subject to retiree contributions shown in the table below. The requisite service is 10 years if hired before January 1, 1982 (July 1, 1982 for Classified), 16 years if hired between January 1, 1982 and July 1, 1994 (but 10 years if a rehire with a pre-1982 original date of hire), and 16 years for those hired or re-hired after July 1, 1994 (but before July 1, 2005). District employees hired on or after July 1, 2005, who retire after attaining age 60 and completing at least 25 years of service, receive District-paid coverage for the earlier of 5 years or until age 65. These benefits are also subject to retiree contributions, described below. The District began collecting retiree contributions in July 2006. Retiree contributions will be charged only to individuals retiring after August 31, 2006. The schedule for determining a retiree's monthly contributions (including Health Assessment Fees of \$10, where applicable) is shown in the following table:

**SCHEDULE OF REQUIRED RETIREE CONTRIBUTIONS (OPEB)
Fresno Unified School District**

Retiree Age	Retiree	Spouse <65	Spouse 65-74	Spouse 75+	Child	Family
Under 65 (Option A)	\$170	\$60	\$60	\$60	\$15 \$10 each	\$70
Ages 65-74	\$10	\$10	\$10	\$--	child	N/A
Ages 75+	\$--	\$10	\$10	\$--	\$10	N/A

Contributions. The benefit payment requirements of the Plan members and the District are established and may be amended by the District, represented groups, and unrepresented groups. The benefit payment is based on projected pay-as-you-go financing requirements, together with amounts to prefund the accrued liability, as determined annually through the agreements with the District, the represented groups, and the unrepresented groups. For fiscal year 2020-21, the District paid \$39,104,029 in benefits. Current employees are not required to contribute to the OPEB plan.

Actuarial Assumptions and Other Inputs. The District's total OPEB liability of \$1,119,672,637 was measured as of June 30, 2021 and was determined by an actuarial valuation as of July 1, 2020 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified: salary increases 3.00%, investment rate of return 6.00%, discount rate of 6.00%, based on the long-term expected rate of return, and healthcare cost trend rates 5.90% for 2020, 5.80% for 2021, 5.70% for 2022, decreasing 5.10% to 5.00% in 2029. The pre-retirement mortality rate was based on RP 2014 Employee Mortality Table, without

projection and the post-retirement mortality rate was based on the RP 2014 Health Annuitant Mortality Table, without projection. The retirement and termination rates match rates developed in the most recent experience studies for California PERS (2014) and California STRS (2014). The funding method used was entry age cost method (level percentage of pay).

Changes in OPEB Liability of the District. The changes in OPEB liability of the District as of June 30, 2021, is shown in the following table:

CHANGES IN TOTAL OPEB LIABILITY Fresno Unified School District	
	Total OPEB Liability
Balance at June 30, 2020	\$1,074,044,710
Service Cost	16,831,921
Interest	64,400,035
Benefit payments	(35,604,029)
Net changes	45,627,927
Balance at June 30, 2021	\$1,119,672,637

Source: Fresno Unified School District.

For more information regarding the District's OPEB and assumptions used in its most recent actuarial study, see Note 10 of Appendix B to the Official Statement.

Joint Powers Agreement

The District is a member with other school districts of a Joint Powers Authority, Central Valley Support Services ("CVSS"), to provide support services to educational agencies in the Central Valley of California. CVSS is governed by a board consisting of one district representative selected by each member district's superintendent, one member of the operations staff of each member district and the Treasurer of CVSS. The CVSS Board controls the operations of CVSS, independent of any influence by the member districts beyond their representation on the Board. The following is a summary of financial information of CVSS as of June 30, 2021:

CENTRAL VALLEY SUPPORT SERVICES Summary Financial Information as of June 30, 2021

Total assets	\$78,376,307
Deferred outflows of resources	27,898,921
Total liabilities	98,235,673
Net position	8,039,555
Total revenues	23,429,921
Total expenses	16,618,424

The relationship between District and CVSS is such that it is not a component unit of the District for financial reporting purposes.

Long-Term Debt

In addition to debt relating to pensions and OPEB, the District has outstanding debt as summarized below.

General Obligation Bonds. Shown in the following tables is the information regarding the outstanding voter-approved general obligation bonds of the District:

FRESNO UNIFIED SCHOOL DISTRICT Summary of Outstanding General Obligation Bonds

Issue	Date Issued	Final Maturity Date	Original Par Amount	Principal Outstanding July 15, 2022
1999 GO Refunding Bonds, Series C	October 1999	August 2022	\$40,640,000.00	
2002 GO Refunding Bonds, Series A	December 2002	August 2026	64,485,000.00	
2004 GO Refunding Bonds, Series B	November 2004	August 2027	58,040,000.00	
Election 2001, GO Series F ⁽¹⁾	December 2009	August 2025	29,429,022.00	
2010 Refunding GO Bonds	November 2010	August 2022	12,040,000.00	
Election 2001, GO Series G	September 2011	August 2022	55,570,915.00	
Election 2010 Series A GO Bonds ⁽²⁾	September 2011	August 2029	29,561,373.00	
2012 GO Refunding Bonds, Series A	August 2012	August 2030	39,895,000.00	
2015 GO Refunding Bonds	July 2015	August 2030	14,555,000.00	
Election 2010 Series E GO Bonds	September 2015	August 2031	54,998,095.20	
Election 2010 Series F GO Bonds	October 2016	August 2034	30,010,000.00	
2016 GO Refunding Bonds, Series A	October 2016	August 2036	60,480,000.00	
2016 GO Refunding Bonds, Series B ⁽³⁾	October 2016	August 2043	59,590,988.45	
Election of 2016 Series A GO Bonds	May 2018	August 2043	59,996,622.85	
Election of 2016 Series B GO Bonds	August 2019	August 2043	75,000,000.00	
2019 GO Refunding Bonds (Crossover)	October 2019	August 2041	103,738,005.10	
Election of 2016, Series C GO Bonds	September 2020	August 2043	45,000,000.00	
2020 Refunding GO Bonds	September 2020	August 2047	92,615,000.00	
Election of 2016, Series D GO Bonds	June 2021	August 2036	45,000,000.00	
Election if 2020, Series A GO Bonds	June 2021	August 2055	80,000,000.00	
2021 GO Refunding Bonds, Series A	December 2021	August 2029	30,290,000.00	
2021 GO Refunding Bonds, Series B	December 2021	August 2045	70,360,000.00	

Total Outstanding:

- (1) The Election of 2001, GO Bonds, Series F secure the payment of \$41,398,000 principal amount of Central Valley Support Services Joint Powers Agency 2009 General Obligation Revenue Bonds (Fresno Unified School District Qualified School Construction Bonds) (the "2009 QSCBs"). Debt service on 2009 QSCBs is payable from debt service paid on the Series F Bonds and federal subsidy payments received with respect to all or a portion of interest due on the 2009 QSCBs. Federal subsidy payments are subject to a sequestration rate reduction of 5.7% in the period October 1, 2021 through September 30, 2022.
- (2) The 2010 Series A Bonds secure the payment of the 2011 Agency Bonds. Debt service on 2011 Agency Bonds is payable from debt service paid on the 2010 Series A Bonds and federal subsidy payments received with respect to all or a portion of interest due on the 2011 Agency Bonds. Federal subsidy payments are subject to a sequestration rate reduction of 5.7% in the period October 1, 2021 through September 30, 2022.
- (3) Debt service payments on the 2016 Refunding Bonds, Series B to and including the crossover date of 2023 are payable from proceeds deposited in an escrow fund. Pursuant to Section 53560 of the Government Code of the State of California, such bonds constitute special obligations and while they are not included in any computation of general obligation indebtedness of the District until the crossover dates, the principal amount shown on the table reflects the amounts that would be outstanding.

Other Long Term Debt of the District.

2020 Refunding Lease Revenue Bonds (Fresno Unified School District Central Kitchen Project). On June 20, 2006, the Central Valley Support Services Joint Powers Agency (the “**Agency**”) issued \$23,605,000 total principal amount of Lease Revenue Bonds (Fresno Unified School District Central Kitchen) (the “**2006 LRBs**”). Proceeds of the 2006 LRBs were used to finance the construction of a new central food preparation, distribution and storage facility of the District. On September 30, 2020, the 2006 LRBs were refinanced in part with the proceeds of \$6,750,000 principal amount of 2020 Refunding Lease Revenue Bonds issued by the Agency and payable from lease payment made by the District. The maturities that were not refunded were defeased with other lawfully available funds. The following is the semi-annual debt service on the 2020 Refunding LRBs.

Central Valley Support Services Joint Powers Agency 2020 Refunding Lease Revenue Bonds Semi-Annual Debt Service

Payment Date	Principal Component	Interest Component	Total Payment
06/01/2022	\$425,000	\$120,925.00	\$545,925.00
12/01/2022	-	112,425.00	112,425.00
06/01/2023	440,000	112,425.00	552,425.00
12/01/2023	-	103,625.00	103,625.00
06/01/2024	460,000	103,625.00	563,625.00
12/01/2024	-	94,425.00	94,425.00
06/01/2025	480,000	94,425.00	574,425.00
12/01/2025	-	84,825.00	84,825.00
06/01/2026	495,000	84,825.00	579,825.00
12/01/2026	-	74,925.00	74,925.00
06/01/2027	515,000	74,925.00	589,925.00
12/01/2027	-	64,625.00	64,625.00
06/01/2028	535,000	64,625.00	599,625.00
12/01/2028	-	56,600.00	56,600.00
06/01/2029	320,000	56,600.00	376,600.00
12/01/2029	-	51,800.00	51,800.00
06/01/2030	325,000	51,800.00	376,800.00
12/01/2030	-	45,300.00	45,300.00
06/01/2031	340,000	45,300.00	385,300.00
12/01/2031	-	38,500.00	38,500.00
06/01/2032	355,000	38,500.00	393,500.00
12/01/2032	-	31,400.00	31,400.00
06/01/2033	370,000	31,400.00	401,400.00
12/01/2033	-	24,000.00	24,000.00
06/01/2034	385,000	24,000.00	409,000.00
12/01/2034	-	16,300.00	16,300.00
06/01/2035	400,000	16,300.00	416,300.00
12/01/2035	-	8,300.00	8,300.00
06/01/2036	415,000	8,300.00	423,300.00
TOTALS	\$6,260,000	\$1,735,025.00	\$7,995,025.00

Short-Term Debt

[The District does not currently have any short-term debt outstanding.]

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Fresno County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. For further information concerning County investments, access the County's website at www.co.fresno.ca.us and access the link to the Department of the Treasurer-Tax Collector, and the links to "Investment Policy" and "Portfolio". The information contained in such website has not been reviewed by the District or the Underwriters and is not incorporated in this Official Statement by reference. The most recent Investment Policy adopted by the Board of Supervisors of the County and the most recent available quarterly investment report are attached hereto as Appendix G.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see "— Education Funding Generally" above). State funds typically make up the majority of a district's LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy, which in turn can impact the amounts of funds available from the State for education funding. See "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS" below.

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

General. The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts receive an average of about 55% of their operating revenues from various State sources. The primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see “DISTRICT FINANCIAL INFORMATION - Education Funding Generally” above). State funds typically make up the majority of a district’s LCFF allocation, although Basic Aid school districts derive most of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The following information concerning the State’s budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. Neither the District, the Underwriters or the County is responsible for the information relating to the State’s budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer’s Office.

The Budget Process. The State’s fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the “**Governor’s Budget**”). Under State law, the annual proposed Governor’s Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor’s Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Recent State Budgets

Certain information about the State budgeting process and the State budget (the “**State Budget**”) is available through several State of California sources. A convenient source of information is the State’s website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District or the Underwriters and is not incorporated herein by reference.*

- The California State Treasurer Internet home page at www.treasurer.ca.gov, under the heading “Bond Finance” and sub-heading “-Public Finance Division”, (1) posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State, and (2) also posts various financial documents for the State under the “-Financial Information” link.
- The California Department of Finance’s Internet home page at www.dof.ca.gov, under the heading “California Budget”, includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst’s Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst’s Internet home page at www.lao.ca.gov under the headings “The Budget” and “State Budget Condition.”

Prior Years’ Budgeting Techniques. Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools until a later date in the fiscal year or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. As a result of the COVID-19 pandemic and subsequent economic recession, budget-cutting strategies such as those used in recent years are being used and may continue to be used in the future during a period of budgetary strain.

2013-14 State Budget: Significant Change in Education Funding. As described previously herein, the 2013-14 State Budget and its related implementing legislation enacted significant reforms to the State’s system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District’s finances.

[THIS SECTION WILL BE REPLACED WITH A SUMMARY OF THE 2022-23 ADOPTED STATE BUDGET]

The 2021-22 State Budget

On June 14, 2021 the State Legislature adopted the 2021-22 State Budget Act bill (the “**2021-22 State Budget Act**”), and on June 28, 2021 adopted certain changes and associated trailer bills. On July 12, 2021, the Governor signed the 2021-22 State Budget Act (as enacted, the “**2021-22 State Budget**”), a historic \$262.6 billion spending plan fueled by a \$76 billion state surplus and \$27 billion in aid from the federal government. The following is drawn from the Department of Finance (“**DOF**”) summary of the 2021-22 State Budget.

The 2021-22 State Budget indicates that revenues are up significantly from the forecast included in the Governor’s proposed State budget for fiscal year 2021-22, resulting in a large budgetary surplus. This is a result of strong cash trends, two major federal relief bills since the beginning of 2021, continued stock market appreciation, and a significantly upgraded economic forecast from the prior fiscal year. The 2021-22 State Budget also reports that the State has received approximately \$285 billion in federal COVID-19 stimulus funding for State programs. Although the 2021-22 State Budget acknowledges that building reserves and paying down debts are critical, the 2021-22 State Budget allocates approximately 85% of discretionary funds to one-time spending. The multi-year forecast reflects a budget roughly in balance, although the 2021-22 State Budget assumes that risks remain to the economic forecast, including a stock market decline that could reduce State revenues.

For fiscal year 2020-21, the 2021-22 State Budget projects total general fund revenues and transfers of \$188.8 billion and authorizes expenditures of \$166.1 billion. The State is projected to end the 2020-21 fiscal year with total available reserves of \$39.8 billion, including \$25.1 billion in the traditional general fund reserve, \$12.3 billion in the State’s Budget Stabilization Account (“**BSA**”), \$1.9 billion in the Public School System Stabilization Account (“**PSSSA**”) and \$450 million in the Safety Net Reserve Fund. For fiscal year 2021-22, the 2021-22 State Budget projects total general fund revenues and transfers of \$175.3 billion and authorizes expenditures of \$196.4 billion. The State is projected to end the 2021-22 fiscal year with total available reserves of \$25.2 billion, including \$4 billion in the traditional general fund reserve, \$15.8 billion in the BSA, \$4.5 billion in the PSSSA and \$900 million in the Safety Net Reserve Fund. The balance in the PSSSA in fiscal year 2021-22 is projected to trigger school district reserve caps under Education Code Section 42127.01 beginning in fiscal year 2022-23.

The 2021-22 State Budget sets the Proposition 98 minimum funding guarantee for fiscal year 2021-22 at \$93.7 billion. This results in per-pupil funding of \$13,976 from Proposition 98 funding, growing to \$21,555 when accounting for all funding sources. The Proposed 2021-22 State Budget also makes retroactive increases to the minimum funding guarantee in fiscal years 2019-20 and 2020-21, setting them at \$79.3 billion and \$93.4 billion, respectively. Collectively, this represents a three-year increase in the minimum funding guarantee of \$47 billion from the level projected by the 2020-21 State budget.

Other significant features relating to K-12 school district funding include the following:

- *Local Control Funding Formula* – The 2021-22 State Budget funds a compounded COLA of 4.05%, representing an adjustment of 2.31% allocable to fiscal year 2020-21 and a fiscal year 2021-22 adjustment of 1.7%. Additionally, to assist local educational agencies address ongoing fiscal pressures, the 2021-22 State Budget also includes \$520 million in Proposition 98 funding to provide a 1% increase in LCFF base funding.

This discretionary increase, when combined with the compounded COLA, results in a 5.07% growth in LCFF funding over 2020-21 levels. In addition, to increase the number of adults providing direct services to students on school campuses, the 2021-22 State Budget includes an ongoing increase to the LCFF Concentration Grant of \$1.1 billion, an increase from 50% to 65%. See “– State Funding of Education – Local Control Funding Formula” herein. Local educational agencies that are recipients of these funds will be required to demonstrate in their LCAPs how these funds are used to increase the number of certificated and classified staff on their campuses, including school counselors, nurses, teachers, paraprofessionals, custodial staff, and other student support providers.

- *Deferrals* – The State budget for fiscal year 2020-21 deferred approximately \$1.9 billion in K-12 apportionments in fiscal year 2019-20, growing to more than \$11 billion in fiscal year 2020-21. The 2021-22 State Budget eliminates in its entirety all K-12 deferrals in fiscal year 2021-22.
- *Universal Transitional Kindergarten* – The 2021-22 State Budget includes a series of provisions intended to incrementally establish a universal transitional kindergarten for four-year-old children. Full implementation is expected by fiscal year 2025-26. Local educational agencies will be able to use fiscal year 2021-22 for planning and infrastructure development. The 2021-22 State Budget indicates that the costs to the State general fund of the plan are projected to be approximately \$600 million in fiscal year 2022-23, growing to approximately \$2.7 billion in fiscal year 2025-26. The 2021-22 State Budget includes \$200 million in one-time Proposition 98 funding for planning and implementation grants for all local educational agencies, and \$100 million in one-time Proposition 98 funding to train and increase the number of early childhood educators. To build on and enhance the quality of the existing transitional kindergarten program, the 2021-22 State Budget also proposes new ongoing Proposition 98 funding beginning in fiscal year 2022-23 to provide one additional certificated or classified staff person in each transitional kindergarten classroom, reducing adult-to-child ratios from 1:24 to 1:12.
- *Student Supports* – \$3 billion, available over several years, to expand and strengthen the implementation and use of community school models in communities with high levels of poverty. Community schools typically integrate health, mental health and other services for students and families and provide these services directly on school campuses. In addition, the 2021-22 State Budget provides \$547.5 million in one-time Proposition 98 funding to assist high school students, particularly those that are eligible for free and/or reduced priced meals, English learners or foster youth, to graduate having completed certain classes required for admission to the California State University and University of California systems.
- *County Offices of Education*. In recognition of the disproportionate impact of the COVID-19 pandemic on youth in foster care, the 2021-22 State Budget provides \$30 million in one-time Proposition 98 funding to county offices of education to work with local partners to coordinate and provide direct services to these students.
- *Expanded Learning Time* – \$1.8 billion of Proposition 98 funding as part of a multi-year plan to implement expanded-day, full-year instruction and enrichment for all elementary school students, with a focus on local educational agencies with the

highest concentrations of low-income students, English language learners, and youth in foster care. Pursuant to this plan, all local educational agencies will receive funding for expanded learning opportunities based on their number of low-income students, English language learners, and youth in foster care, with local educational agencies with the highest concentrations of these students receiving a higher funding rate. All local educational agencies will be required to offer expanded learning opportunities to the students generating the funding, with the local educational agencies receiving the higher funding rate required to offer expanded learning opportunities to all students. Students will have access to no-cost after school and summer programs, which when combined with regular instructional time, is expected to provide these students with the opportunity for nine hours of developmentally appropriate academics and enrichment activities per instructional day and for six weeks each summer. Additionally, these programs will be required to maintain adult-to-student ratios of no less than 1:10 for transitional kindergarten and kindergarten students and 1:20 for students in first through sixth grades.

- *Educator Preparation, Retention and Training* – \$2.9 billion to support a variety of initiatives intended to further expand the State’s educator preparation and training infrastructure, including meeting the needs of early childhood educators.
- *Nutrition* – \$54 million in additional Proposition 98 funding to reimburse all meals served to students, including those who would not normally qualify for reimbursement under the State’s existing meal program. Beginning in fiscal year 2022-23, all public schools will be required to provide two free meals per day to any student who requests one, regardless of income eligibility. Further, all schools eligible for the federal universal meals provision program will be required to apply for it, and the State will cover any remaining unreimbursed costs up to the federal free per-meal rate, at an estimated annual cost of \$650 million in Proposition 98 funding. Additionally, the 2021-22 State Budget provides \$150 million in one-time Proposition 98 funding for school districts to upgrade kitchen infrastructure and equipment, and to provide training to food service employees.
- *Remote Learning* – The 2021-22 State Budget requires that all districts return to full-time in-person instruction for the 2021-22 school year. Consistent with all school years prior to fiscal year 2020-21, this mode of instruction will be the default for all students, and generally one of only two ways in which local educational agencies can earn State apportionment funding in fiscal year 2021-22. However, to give families a high-quality option for non-classroom based instruction, and to provide local educational agencies with an option to generate state funding by serving students outside the classroom in response to parent requests, the Budget requires school districts and county offices of education to provide students with an independent study option and includes a series of improvements to the state’s existing independent study programs.
- *Special Education* – \$1.7 billion to invest in and improve instruction and services for students with disabilities to provide, among other things, learning recovery support, an increase in the State-wide base funding rate for special education funding, a 4.05% COLA to State special education funding, and early intervention services for preschool-aged children.

- *Career Technical Education (“CTE”)* – An increase of \$150 million in ongoing Proposition 98 funding to augment opportunities for local educational agencies to participate in the CTE Incentive Grant Program. The 2021-22 State Budget also provides an increase of \$86.4 million in one-time Proposition 98 funding for CTE regional occupational centers or programs operated by joint powers authorities to address costs associated with the COVID-19 pandemic.

For additional information regarding the 2021-22 State Budget, see the DOF website at www.dof.ca.gov. However, the information presented on such website is not incorporated herein by reference.

The 2022-23 Proposed State Budget

On January 10, 2022, the Governor outlined his proposed budget for fiscal year 2022-23 to the State legislature (the “**2022-23 Proposed State Budget**”). The State has a projected surplus of \$45.7 billion, which includes \$20.6 billion in General Fund for discretionary purposes, \$16.1 billion in additional Proposition 98 for K-14 education, and \$9 billion in reserve deposits and supplemental pension payments. The 2022-23 Proposed State Budget allocates 86% of the discretionary surplus to one-time investments, and is projected to be structurally balanced in 2025-26, the last year in the multi-year forecast.

The 2022-23 Proposed State Budget reflects \$34.6 billion in budgetary reserves. The Rainy Day Fund is now at the constitutional maximum (10% of General Fund revenues) requiring \$2.4 billion to be dedicated for infrastructure investments in 2022-23. The 2022-23 Proposed State Budget accelerates the paydown of State retirement liabilities as required by Proposition 2, with \$3.9 billion in additional payments in 2022-23 and nearly \$8.4 billion projected to be paid over the next three years. In addition, the 2022-23 Proposed State Budget projects the State Appropriations Limit or "Gann Limit" will likely be exceeded in the 2020-21 and 2021-22 fiscal years, and as such any funds above this limit are constitutionally required to be allocated evenly between schools and a tax refund. An updated calculation of this limit, and proposals to address it, will be included in the May Revision.

Highlights of the 2022-23 Proposed State Budget are:

- To address COVID-19, a request for early action to allocate an additional \$1.4 billion for the remainder of the 2021-22 fiscal year, and reflects \$1.3 billion for 2022-23 to continue COVID-19 efforts in the 2022-23 fiscal year.
- To permanently expand the State's ability to protect public health and address social determinants of health, includes \$300 million General Fund for the Department of Public Health and local health jurisdictions and also includes major ongoing investments to modernize public health data systems that have been critical during the COVID-19 pandemic.
- Total funding of \$119 billion for K-12 education, with K-12 per-pupil funding of \$15,261 Proposition 98 General Fund, its highest level ever, and \$20,855 per pupil when accounting for all funding sources.

- \$1 billion Proposition 98 General Fund to universal transitional Kindergarten to all four-year-olds, increasing access to at least 56,000 children and reducing student-to-adult ratios, with full implementation planned by 2025-26.
- \$309 million total funds to focus the State preschool program to better serve dual language learners and students with disabilities.
- \$3.4 billion Proposition 98 General Fund ongoing to support for after-school and summer program, with access to expanded-day, full-year instruction and enrichment for all elementary school students and an additional \$937 million Proposition 98 General Fund to support integrating arts and music into enrichment programs.
- \$500 million in additional tax relief over several years for the small business relief program through state conformity for qualified California recipients of federal relief grants in significantly impacted industries.
- \$150 million one-time General Fund to support small businesses previously waitlisted in prior rounds of the State's Small Business COVID-19 Relief Grant Program.
- \$3 billion General Fund over the next two years to reduce the Unemployment Insurance Trust Fund debt owed to the federal government.
- \$1.7 billion to expand the State's health and human services workforce, including training strategies to increase the State's workforce of nurses, social workers, emergency medical technicians, behavioral health care providers, and community health care workers.
- \$35 million General Fund to create regional workforce development and training hubs focused on climate change and \$30 million General Fund over two years to train, develop, and certify forestry professional
- \$1.2 billion over two years to continue investments in forest health and fire prevention, including a major new reforestation effort.
- \$750 million General Fund to address immediate drought response needs, including \$250 million set aside as a contingency.
- \$9.1 billion (\$4.9 billion General Fund and \$4.2 billion Proposition 1A bond funds) to support the continued development of a first-in-the-nation, electrified high-speed rail system, regional transit and rail projects, bicycle and pedestrian projects, and climate adaptation projects, with a particular focus on aligning the State's transportation system with its climate goals.
- \$6.1 billion (General Fund, Proposition 98 General Fund, federal funds, and Greenhouse Gas Reduction Fund) over five years, which builds on last year's unprecedented zero-emission package, for a total of \$10 billion to advance California's climate and transportation goals.

- \$2 billion General Fund over two years to provide incentives for long-duration-storage projects, renewable hydrogen, and industrial decarbonization, including in the food processing sector.
- \$1.5 billion over two years to accelerate the development of affordable housing.
- \$30 million to create the Office of Health Care Affordability, charged with increasing the transparency of pricing, developing specific cost targets for different sectors of the health care industry, and imposing financial consequences for entities failing to meet these targets.
- \$2 billion General Fund over two years to continue the State's efforts to address homelessness by investing in behavioral health housing and encampment cleanup grants.
- \$285 million General Fund over three years for grants to bolster local law enforcement response to organized retail theft crime, as well as to assist local prosecutors in holding perpetrators accountable and \$18 million General Fund over three years for the Attorney General to prosecute organized retail theft crimes.
- \$5 million ongoing General Fund for the Attorney General to continue leading anti-crime task forces throughout the State.

The next step in the 2022-23 State budget process is the Governor's May Revise, which updates the Governor's economic and revenue outlook and revises, supplements or withdraws initiatives included in the proposed budget.

Disclaimer Regarding State Budgets

The execution of State budgets, including proposed budgets, may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2021-22 State Budget or subsequent State Budgets, will have on its own finances and operations. However, the Bonds are secured by *ad valorem* property taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriters or the Owners of the Bonds to provide State Budget information to the District or the owners of the Bonds. Although they believe the sources of information listed below are reliable, neither the District nor the Underwriters assume any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein.

Availability of State Budgets

The complete adopted State budgets and related information are available from the California Department of Finance website at www.ebudget.ca.gov. Impartial analyses of these documents are published by the LAO and can be accessed at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of internet addresses referenced herein or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these references. The information referred to above should not be relied upon when making an investment decision with respect to the Bonds.

Uncertainty Regarding Future State Budgets

The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures or possible future budget deficits. Future State Budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State Budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

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CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* property tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("Proposition 13"), which added Article XIII A to the State Constitution ("Article XIII A"). Article XIII A limits the amount of any *ad valorem* property tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* property taxes may be levied to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978, (b) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (c) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula

among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004, a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("**Article XIII B**") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIIB includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIIB also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIIC and XIID of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIIC and XIID (respectively, "**Article XIIC**" and "**Article XIID**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIC to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (a) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or

granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (c) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (d) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (e) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (f) a charge imposed as a condition of property development; and (g) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "**Accountability Act**"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIIB

surplus. The maximum amount of excess tax revenues which could be transferred to K 14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (a) 40.9% of State general fund revenues (the "**first test**") or (b) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita*

personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (a) the first test, (b) the second test, or (c) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (a) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (b) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (a) any local government debts approved by the voters prior to July 1, 1978 or (b) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (a) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (b) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (c) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (a) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (b) shift property taxes from local governments to schools or community colleges, (c) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (d) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning in 2008-09, the State may shift to schools

and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the “Local Taxpayer, Public Safety, and Transportation Protection Act of 2010,” approved on November 2, 2010, superseded many of the provision of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State’s control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State’s authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

Proposition 30 and Proposition 55

The Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment, also known as “**Proposition 30**”, temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases for such period the marginal personal income tax rate by: (a) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for head of household filers and over \$500,000 but less than \$600,000 for joint filers), (b) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for head of household filers and over \$600,000 but less than \$1,000,000 for joint filers), and (c) 3% for taxable income over \$500,000 for single filers (over \$680,000 for head of household filers and over \$1,000,000 for joint

filers). Proposition 55 (described below) extended said increases to personal income rates through the end of 2030.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “**EPA**”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, was a proposed constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through the end of 2030, instead of the scheduled expiration date of December 31, 2018. The extensions did not apply to the sales tax and excise taxes imposed by Proposition 30. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015, and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* property tax collections are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds, such as the Bonds, as secured debt in bankruptcy due to the existence of a statutory lien.

Proposition 19

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (“**Proposition 19**”), which amends Article XIII A to (i) expand as of April 1, 2021 special rules that govern the transfer of a residential property’s tax base value to a replacement residence for homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home anywhere within the State, (ii) narrows as of February 16, 2021 existing special rules for the valuation of inherited real property due to a transfer between family members, and (iii) allocates

most resulting State revenues and savings (if any) to fire protection services and reimbursing local governments for taxation-related changes. The District cannot predict whether the implementation of Proposition 19 will increase, decrease or have no overall impact on the District's assessed values.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 22, 26, 30 and 39 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

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APPENDIX B

FRESNO UNIFIED SCHOOL DISTRICT

AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2020-21

APPENDIX C

GENERAL INFORMATION ABOUT THE CITY OF FRESNO AND THE COUNTY OF FRESNO

The following information concerning the City of Fresno (the “City”) and the County of Fresno (the “County”) is included only for the purpose of supplying general information regarding the area of the District. The Bonds are not a debt of the City, the County, the State or any of its political subdivisions (other than the District), and none of the County, the State or any of its political subdivisions (other than the District) is liable therefor. The County, including its Board of Supervisors, officers, officials, agents and other employees, are required, only to the extent required by law, to: (i) levy and collect ad valorem property taxes for payment of the Bonds in accordance with the law; and (ii) transmit the proceeds of such taxes to the paying agent for the payment of the principal of and interest on the Bonds at the time such payment is due.

The historical data and results presented in the tables that follow may differ materially from future results as a result of economic or other factors. For more information on the impact of the COVID-19 pandemic, see “SECURITY FOR THE BONDS – Disclosure Relating to COVID-19 Pandemic” herein. See also references to COVID-19 in the section entitled “PROPERTY TAXATION”, and in APPENDIX A under the heading “DISTRICT GENERAL INFORMATION” and “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

City of Fresno

The District comprises a large portion of the City of Fresno (the “City”), encompasses approximately 112 square miles and is located in the heart of California's San Joaquin Valley, which is predominantly an agriculturally-based economy. The City is promoting business growth through the expansion of industrial development and through partnerships with Fresno County, the I-5 Business Development Corridor, the Economic Development Corporation serving Fresno County and the Regional Jobs Initiative.

County of Fresno

The County is California's fifth largest county, covering approximately 6,000 square miles. It is located in the geographic center of the State and is the nation's leading crop-producing county.

Within the County, there are roughly four different agricultural areas. East and south of the City of Fresno, grapes and other fruit and nut crops are grown, harvested and processed for shipment; west of the City of Fresno is the largest melon-producing area, which lies within the Mendota Unified School District. Also to the west, large crops of cotton, alfalfa, barley, rice, wheat and vegetables are produced. In the southwest are oil wells, and extensive cattle and sheep ranches.

The County is the trade, financial and commercial center for many surrounding counties in Central California and is a hub of transportation facilities connecting Central California to all parts of the country. Two major north-south highways, State Highway 99 and Interstate Highway 5, pass through the County. State Highways 180 and 145 run east and west. Railroads, major airlines, bus lines and numerous trucking companies also serve the area.

Population

The most recent estimate of the County's population at January 1, 2022 was 1,011,273 persons according to the State Department of Finance. The City, with an estimated population of 543,660 persons at January 1, 2022, is the largest city in the County. The table below shows population estimates for the cities in the County for the last five years, as of January 1.

FRESNO COUNTY
Population Estimates
Calendar Years 2018 through 2022
(As of January 1st)

	2018	2019	2020	2021	2022
Clovis	113,300	116,291	119,968	121,667	123,665
Coalinga	16,527	16,946	18,067	17,520	17,277
Firebaugh	7,947	8,025	8,093	8,164	8,439
Fowler	6,161	6,215	6,703	6,863	6,962
Fresno	535,313	540,180	542,081	542,720	543,660
Huron	7,286	7,302	6,131	6,176	6,170
Kerman	15,318	15,735	16,006	16,074	16,639
Kingsburg	12,400	12,545	12,386	12,533	12,506
Mendota	12,134	12,191	12,587	12,499	12,440
Orange Cove	9,555	9,575	9,618	9,553	9,497
Parlier	15,407	15,587	14,569	14,553	14,497
Reedley	25,887	25,950	24,933	24,929	24,982
Sanger	26,428	26,994	26,577	26,558	26,304
San Joaquin	4,122	4,139	3,699	3,674	3,639
Selma	24,337	24,394	24,717	24,702	24,522
Balance of County	170,890	170,938	162,519	161,046	160,074
Total	1,003,012	1,013,007	1,008,654	1,009,231	1,011,273

Source: State Department of Finance, Demographic Research.

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Employment and Industry

The District is included in the Fresno Metropolitan Statistical Area (“MSA”). The unemployment rate in the Fresno MSA was 6.9% in March 2022, down from a revised 7.7% in February 2022, and below the year-ago estimate of 11.2%. This compares with an unadjusted unemployment rate of 4.2% for California and 3.8% for the nation during the same period.

The table below provides information about employment by industry type for Fresno County for calendar years 2017 through 2021.

FRESNO COUNTY Civilian Labor Force, Employment and Unemployment, Unemployment by Industry (Annual Averages)

	2017	2018	2019	2020	2021
Civilian Labor Force ⁽¹⁾	444,500	446,200	451,300	445,000	443,400
Employment	406,300	412,300	418,100	392,700	402,600
Unemployment	38,200	34,000	33,200	52,300	40,700
Unemployment Rate	8.6%	7.6%	7.4%	11.7%	9.2%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	46,100	44,200	44,100	40,300	40,300
Mining and Logging	300	300	300	300	300
Construction	17,400	18,700	19,000	18,800	19,800
Manufacturing	25,600	25,900	26,200	25,800	26,300
Wholesale Trade	14,100	14,400	14,700	14,400	14,800
Retail Trade	38,900	39,100	38,700	36,900	39,000
Trans., Warehousing, Utilities	14,100	15,400	16,600	18,300	19,400
Information	3,600	3,600	3,400	3,000	3,000
Financial and Insurance	9,000	9,200	9,300	8,800	8,300
Professional and Business Services	31,100	32,500	34,600	32,100	32,100
Educational and Health Services	67,200	69,300	72,500	71,700	75,100
Leisure and Hospitality	33,800	34,500	35,700	28,800	32,500
Other Services	11,800	11,900	12,100	11,100	11,700
Federal Government	9,800	10,000	10,100	10,800	10,100
State Government	12,400	12,600	12,800	12,500	12,100
Local Government	50,400	51,900	52,300	49,200	48,600
Total All Industries ⁽³⁾	390,200	398,300	407,500	387,400	398,100

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Columns may not sum to totals due to rounding.

Source: State of California Employment Development Department.

The largest employers in the City of Fresno for the year ending June 30, 2021 were as follows:

**CITY OF FRESNO
PRINCIPAL EMPLOYERS
Year Ending June 30, 2021
(Ranked by Number of Employees)**

Employer Name	Approximate Number of Employees
Fresno Unified School District	11,492
Community Regional Medical Center	8,800
County of Fresno	7,000
Amazon.com, Inc	7,000
Clovis Unified School District	6,000
Internal Revenue Service	4,300
City of Fresno	3,889
Saint Agnes Medical Center	2,867
State Center Community College	2,850
California State University, Fresno	2,488

Source: City of Fresno, Comprehensive Annual Financial Report for fiscal year ending June 30, 2021.

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The following table shows the major employers in the County as of May 2022, in alphabetical order without regard to the number of employees.

**FRESNO COUNTY
Major Employers
(Listed Alphabetically)**

Employer Name	Location	Industry
Air National Guard	Fresno	Veterans' & Military Organizations
Cargill	Fresno	Meat Packers (mfrs)
Community Regional Medical Ctr	Fresno	Hospitals
Csu Fresno	Fresno	Schools-Universities & Colleges Academic
Foster Farms	Fresno	Poultry Farms
Fresno County Sheriff's Office	Fresno	Police Departments
Fresno Police Dept	Fresno	Police Departments
Fresno Police Dept-Central	Fresno	Police Departments
Fresno VA Hospital Medical Ctr	Fresno	Government-Specialty Hosp Ex Psychiatric
Gap Pacific Distribution Ctr	Fresno	Distribution Services
Kaiser Permanente Fresno Med	Fresno	Hospitals
Lion Dehydrators	Selma	Dehydrating Service (mfrs)
Pelco Inc	Fresno	Security Control Equip & Systems-Mfrs
Phebe Conley Art Gallery	Fresno	Art Galleries & Dealers
Pitman Family Farms	Sanger	Farms
Pleasant Valley State Prison	Coalinga	Government Offices-State
St Agnes Medical Ctr	Fresno	Medical Centers
St Agnes Medical Ctr	Fresno	Hospitals
Stamoules Produce Co	Mendota	Fruits & Vegetables & Produce-Retail
State Center Community College	Fresno	Junior-Community College-Tech Institutes
Sun-Maid Growers of California	Kingsburg	Gifts-Specialty
Table Mountain Casino	Friant	Casinos
Taylor Communications	Fresno	Commercial Printing NEC (mfrs)
Teaching Fellows	Fresno	Employment Service-Govt Co Fraternal
Via West Insurance	Fresno	Insurance

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2022 2nd Edition.

Construction Activity

The tables below summarize building activity in the City and the County from calendar years 2016 through 2020.

CITY OF FRESNO Total Building Permit Valuations (Valuations in Thousands) Calendar Years 2016 through 2020

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	\$276,052.9	\$197,698.0	\$324,024.2	\$400,448.5	\$340,848.6
New Multi-family	44,086.9	86,389.9	44,637.9	35,657.3	162,028.0
Res. Alterations/Additions	<u>15,092.0</u>	<u>6,607.6</u>	<u>26,493.3</u>	<u>22,305.0</u>	<u>18,607.5</u>
Total Residential	\$335,231.8	\$290,695.5	\$395,155.4	\$458,410.8	\$521,484.1
New Commercial	\$107,282.6	\$129,169.0	\$61,129.6	\$93,394.7	\$183,435.7
New Industrial	11,567.3	7,677.2	14,769.2	3,690.0	500.0
New Other	37,567.1	17,154.0	40,593.9	25,811.9	65,496.5
Com. Alterations/Additions	<u>57,936.8</u>	<u>38,877.3</u>	<u>168,504.8</u>	<u>134,083.0</u>	<u>166,722.0</u>
Total Nonresidential	\$214,353.8	\$192,877.5	\$284,997.5	\$256,979.6	\$416,154.2
<u>New Dwelling Units</u>					
Single Family	925	680	1,113	1,348	1,269
Multiple Family	<u>249</u>	<u>787</u>	<u>104</u>	<u>255</u>	<u>473</u>
TOTAL	1,174	1,467	1,217	1,603	1,742

Source: Construction Industry Research Board, Building Permit Summary.

FRESNO COUNTY Total Building Permit Valuations (Valuations in Thousands) Calendar Years 2016 through 2020

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	\$689,016.6	\$512,951.0	\$703,307.1	\$770,423.8	\$769,338.0
New Multi-family	52,363.2	131,175.3	67,589.9	87,818.1	183,382.3
Res. Alterations/Additions	<u>30,648.8</u>	<u>29,478.7</u>	<u>47,115.5</u>	<u>41,033.6</u>	<u>30,839.5</u>
Total Residential	\$772,028.6	\$673,605.0	\$818,012.5	\$899,275.5	\$983,560.0
New Commercial	\$184,408.2	\$201,676.5	\$139,662.0	\$273,781.9	\$256,617.3
New Industrial	14,895.8	14,087.9	37,564.8	7,105.1	9,965.7
New Other	147,642.2	68,383.0	90,451.9	54,746.2	100,674.4
Com. Alterations/Additions	<u>80,745.4</u>	<u>69,202.2</u>	<u>229,373.0</u>	<u>163,703.6</u>	<u>210,055.6</u>
Total Nonresidential	\$427,691.6	\$353,349.6	\$497,051.7	\$499,336.8	\$577,313.0
<u>New Dwelling Units</u>					
Single Family	2,559	1,886	2,560	2,732	2,747
Multiple Family	<u>339</u>	<u>1,135</u>	<u>290</u>	<u>689</u>	<u>653</u>
TOTAL	2,898	3,021	2,850	3,421	3,400

Source: Construction Industry Research Board, Building Permit Summary.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the median household effective buying income for the City, the County, the State and the United States for the period 2018 through 2022.

FRESNO COUNTY					
Median Household Effective Buying Income					
2018 through 2022					
	2018	2019	2020	2021	2022
City of Fresno	\$41,203	\$42,571	\$45,699	\$45,528	\$53,831
County of Fresno	44,641	46,028	48,980	48,681	57,777
California	59,646	62,637	65,870	67,956	77,058
United States	50,735	52,841	55,303	56,790	64,448

Source: The Nielsen Company (US), Inc for year 2018; Claritas, LLC for 2019 through 2022.

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Commercial Activity

A summary of historic taxable sales within the City during the past five years in which data are available is shown in the following table. Total taxable sales during calendar year 2021 in the City were reported to be \$12,799,031 a 52.57% increase over the total taxable sales of \$8,389,187,914 reported during the four quarters of calendar year 2020.

CITY OF FRESNO
Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	7,314	\$5,972,631	11,555	\$7,851,071
2018	7,369	6,244,563	11,936	8,270,219
2019	7,613	6,581,924	12,462	8,687,726
2020	8,373	6,264,108	13,770	8,312,385
2021	8,056	10,310,370	13,398	12,799,032

Source: State Department of Tax and Fee Administration.

A summary of historic taxable sales within the County during the past five years in which data are available is shown in the following table. Total taxable sales during calendar year 2021 in the County were reported to be \$22,925,232,301, a 34.23% increase over the total taxable sales of \$17,078,806,001 reported during calendar year 2020.

FRESNO COUNTY
Annual Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	13,166	\$9,943,017	20,655	\$14,631,309
2018	13,041	10,566,360	21,036	15,386,256
2019	13,516	11,073,207	22,082	16,179,870
2020	14,811	11,557,538	24,307	16,930,267
2021	14,162	16,649,725	23,521	22,925,232

Source: State Department of Tax and Fee Administration.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

[Closing Date]

Board of Education
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721

OPINION: \$_____ Fresno Unified School District
 (Fresno County, California)
 General Obligation Bonds, Election of 2020, Series B

Members of the Board of Education:

We have acted as bond counsel to the Fresno Unified School District (the "District") in connection with the issuance by the District of \$_____ principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series B, dated the date hereof (the "Bonds"), under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, a resolution adopted by the Board of Education of the District (the "Board") on June 1, 2022 (the "Bond Resolution"), and a Paying Agent Agreement, dated as of August 1, 2022 (the "Paying Agent Agreement"), by and between the District and U.S. Bank Trust Company, National Association, as paying agent. We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Bond Resolution and the Paying Agent Agreement and in the certified proceedings, certifications and opinions of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The District is duly established and validly existing as a unified school district with the power to issue the Bonds and to perform its obligations under the Bond Resolution and the Paying Agent Agreement.

2. The Bond Resolution has been duly adopted by the Board, and the Bond Resolution and Paying Agent Agreement constitute valid and binding obligations of the District enforceable against the District in accordance with their terms.

3. The Bonds have been duly issued and sold by the District and are valid and binding general obligations of the District, and the County of Fresno is obligated to levy *ad valorem* property taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation as to rate or amount.

4. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
General Obligation Bonds
Election of 2020, Series B

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is executed and delivered by the Fresno Unified School District (the “**District**”) in connection with the issuance and delivery of the captioned bonds (the “**Bonds**”). The captioned Bonds are being issued pursuant to a resolution adopted by the Board of Education of the District on May 19, 2021 (the “**Resolution**”), and a Paying Agent Agreement, both dated as of August 1, 2022 and by and between the District and U.S. Bank Trust Company, National Association, as paying agent (the “**Paying Agent**”). The District hereby covenants and agrees as follows:

Section 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than nine months after the end of each fiscal year of the District (currently March 31).

“*Dissemination Agent*” means, initially, Keygent LLC, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Bonds.

“Paying Agent” means U.S. Bank Trust Company, National Association, Los Angeles, California, or any successor thereto.

“Participating Underwriters” means any of the original Underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2023 with the report for the 2021-22 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District in a timely manner shall provide (or cause the Dissemination Agent to provide) notice to the MSRB, in an electronic format as prescribed by the MSRB, with a copy to the Paying Agent and Participating Underwriters.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not

available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year, or if available at the time of filing the Annual Report, for the fiscal year in which the Annual Report is filed, as follows:

- (i) total assessed valuation of taxable properties in the District;
- (ii) total secured assessed valuation of taxable properties of the top twenty taxpayers in the District;
- (iii) property tax collection delinquencies for the District, but only if *ad valorem* property taxes for general obligation bonds are not collected on the County's Teeter Plan and such information is available from the County at the time of filing the Annual Report; and
- (iv) the District's most recently adopted budget available at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District,

or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (a)(16), the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Keygent LLC. Any Dissemination Agent may resign by providing 30 days’ written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the District with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Resolution for amendments to the Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriters or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2022

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (in this Appendix, the "Bonds"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

FRESNO COUNTY INVESTMENT POOL INVESTMENT POLICY AND INVESTMENT REPORT

\$ _____
FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
General Obligation Bonds, Election of 2020, Series B

BOND PURCHASE AGREEMENT

_____, 2022

Fresno Unified School District
Board of Education
2309 Tulare Street
Fresno, California 93721

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated, as representative (the “Representative”) on behalf of itself and Piper Sandler & Co. (collectively, the “Underwriters”) offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Fresno Unified School District (the “District”), which, upon the District’s acceptance hereof, will be binding upon the District and the Underwriters. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (as defined herein) or, if not defined in the Official Statement, in the Paying Agent Agreement (as defined herein).

Inasmuch as the sale contemplated hereby represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriters is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriters and that the Underwriters have financial and other interests that differ from those of the District, (ii) the Underwriters are not acting as municipal advisors, financial advisors or fiduciaries to the District and have not assumed any advisory or fiduciary responsibilities to the District with respect to the transactions contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriters, or any affiliates of the Underwriters, have provided other services or are currently providing other services to the District on other matters), (iii) the only obligations the Underwriters have to the District with respect to the transactions contemplated hereby are expressly set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission (“SEC”) or the rules of the Municipal Securities Rulemaking Board (“MSRB”), and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriters with an acknowledgement of receipt of the required Underwriters’ disclosure under Rule G-17 of the MSRB.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of \$_____ in aggregate initial principal amount of the District's General Obligation Bonds, Election of 2020, Series B (the "Bonds").

The Bonds shall bear interest from the Date of Delivery (as defined herein), payable semiannually on each February 1 and August 1, commencing February 1, 2023. The final maturity dates, interest rates, yields and redemption provisions of the Bonds are shown in Appendix A hereto, which appendix is incorporated by reference herein. The Underwriters shall purchase the Bonds at a price of \$_____ (consisting of the initial principal amount of the Bonds of \$_____, plus net original issue premium of \$_____, less an Underwriters' discount of \$_____, and less \$_____ which the Underwriters' shall use to pay certain costs of issuance of the Series A Bonds as provided in Section 12 hereof.)

2. **The Bonds.** The Bonds shall be dated as of the date of their initial issuance and delivery (the "Date of Delivery"). The Bonds shall mature on the dates shown on Appendix A hereto, shall otherwise be as described in the Paying Agent Agreement and the Official Statement and shall be issued and secured pursuant to the provisions of a resolution of the Board of Education of the District adopted on June 15, 2022 (the "Resolution"), that certain Paying Agent Agreement (the "Paying Agent Agreement"), dated as of August 1, 2022, by and between the District and U.S. Bank Trust Company National Association (the "Paying Agent"), and Section 53506 *et. seq.* of the California Government Code (the "Act").

The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"); the Bonds shall initially be in authorized denominations of \$5,000 principal amount, or any integral multiple thereof.

The Bonds are being issued to finance certain voter-approved school construction projects and pay related costs of issuance.

3. **Use of Documents.** The District hereby authorizes the Underwriters to use, in connection with the offer and sale of the Bonds, the Continuing Disclosure Certificate (as defined herein), this Purchase Agreement, the Paying Agent Agreement, the Preliminary Official Statement (as defined herein), the Official Statement, the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriters in connection with the transactions contemplated by this Purchase Agreement.

4. **Establishment of Issue Price.** The Underwriters agree to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement.

(a) The Representative, on behalf of the Underwriters, agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing (as defined in Section 6) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be deemed appropriate or necessary,

in the reasonable judgment of the Representative, the District and Jones Hall, a Professional Law Corporation (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by Keygent LLC, the District’s municipal advisor (the “Municipal Advisor”) and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriters shall report to the District the price or prices at which the Underwriters have sold to the public each maturity of Bonds.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the final official statement and Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the District when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The District acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to

comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative or the underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding

stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

5. **Review of Official Statement.** The Representative hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2022 (the “Preliminary Official Statement”), which has been duly authorized and prepared by the District for use by the Underwriters in connection with the sale of the Bonds. The District represents that it has duly authorized and caused the preparation of the Preliminary Official Statement and it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”).

The Underwriters agree that prior to the time the Official Statement relating to the Bonds is available, the Underwriters will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Representative agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing (as defined below).

6. **Closing.** At 9:00 A.M., California Time, on _____, 2022 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Representative (the “Closing”), the District will deliver to the Underwriters, at the offices of DTC in New York, New York, or at such other place as the District and the Representative may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bond Counsel, in San Francisco, California, the other documents hereinafter mentioned; and the Underwriters will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to the account of the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriters that:

(a) **Due Organization.** The District is a unified school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Paying Agent Agreement and the Continuing Disclosure Certificate, to adopt the Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Paying Agent Agreement, the Continuing Disclosure Certificate and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolution, the Paying Agent Agreement, the Continuing Disclosure Certificate, and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Paying Agent Agreement, assuming the due authorization, execution and delivery thereof by the other parties thereto, and the Continuing Disclosure Certificate, constitute valid and legally binding obligations of the District, enforceable in accordance with their respective terms, subject to any limitations on the enforceability thereof as a result of the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought, and by the limitations on legal remedies against public agencies in the State of California; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement, the Paying Agent Agreement and the Continuing Disclosure Certificate, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, or which have not been taken or obtained, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Representative may reasonably request; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Interim Certifications. The District has not received a qualified or negative certification in its most recent interim report pursuant to Section 42130 *et seq.* of the California Education Code.

(e) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(f) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Paying Agent Agreement, the Continuing Disclosure Certificate, the Resolution and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(g) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection of *ad valorem* property taxes contemplated by the Resolution and the Paying Agent Agreement, and the application thereof to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Paying Agent Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Resolution, this Purchase Agreement, the Paying Agent Agreement or the Continuing Disclosure Certificate; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate, the Paying Agent Agreement or the Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of interest on the Bonds from State personal income taxation.

(h) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Representative, neither the District, nor any other person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(i) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriters shall be deemed a representation and warranty by the District to the Underwriters, but not by the person signing the same, as to the statements made therein.

(j) Continuing Disclosure. In accordance with the requirements of the Rule, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate with respect to the Bonds (the "Continuing Disclosure Certificate"). The Continuing Disclosure Certificate shall be substantially in the form attached to the Official Statement in Appendix E. Except as otherwise disclosed in the Official Statement, the District has not, within the past five years, failed to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of certain listed events.

(k) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the date thereof and on the Closing Date, the final Official Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted

from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriters through a representative of the Underwriters specifically for inclusion therein.

(l) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Fresno County (the “County”) or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector of the County copies of the Resolution, a copy of Appendix A hereto, and the full debt service schedules for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(m) No Material Adverse Change. The financial statements of, and other financial information regarding the District, in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

8. Representations, Warranties and Agreements of the Underwriters. The Underwriters represent to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Representative is duly authorized to execute this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

(b) The Underwriters are in compliance with MSRB Rule G-37 with respect to the District, and are not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriters have, and have had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriters have or have had any such financial advisory relationship.

9. Covenants of the District. The District covenants and agrees with the Underwriters that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriters if and as the Representative may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution and the Paying Agent Agreement;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriters, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Representative and the District (such Official Statement with such changes, if any, and including the cover page, inside front cover pages, and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the “Official Statement”) in such quantities as may be requested by the Representative not later than five (5) business days following the date this Purchase Agreement is signed, in order to permit the Underwriters to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriters to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriters of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is twenty five (25) days following the Closing;

(e) References. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Representative), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Representative and (ii) shall notify the Underwriters promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Representative, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriters, at the District’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Representative, as the Representative may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Agreement, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriters no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Representative on or prior to the Closing Date, or otherwise agreed to by the District and the Representative, the District may assume that the End of the Underwriting Period is the Closing Date.

10. **Conditions to Closing.** The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriters' obligations under this Purchase Agreement are and shall be subject at the option of the Representative, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriters at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Paying Agent Agreement and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, the Paying Agent Agreement, this Purchase Agreement or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or shall be pending or, to the best knowledge of the District threatened, which has any of the effects described in Section 7(g) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability of the Bond or the ability of the Underwriters to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, of the Bonds shall not have been materially adversely affected in the reasonable judgment of the Representative by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States or a member of the President's cabinet (by press release, other form of notice or otherwise), or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing the inclusion in gross income for purposes of federal income taxation of the interest received by the owner of the Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of

federal income taxation of the interest received by the owners of the Bonds;
or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) any outbreak or escalation of hostilities affecting the United States, the declaration by the United States of a national emergency or war, or engagement in major military hostilities by the United States or the occurrence or escalation of any other national or internal emergency or calamity relating to the effective operation of federal or state governments or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading by the New York Stock Exchange, any national securities exchange, or any governmental authority securities exchange;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading or placement on negative credit watch of any underlying credit rating of the District's outstanding indebtedness by a national rating agency; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(8) the suspension by the SEC of trading in the outstanding securities of the District.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriters shall receive sufficient copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Representative:

(1) Bond Opinion. The approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District, in substantially the forms set forth as Appendix D in the Preliminary Official Statement and Official Statement;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriters can rely upon the approving opinion described in (e)(1) above;

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Representative, dated the Closing Date and addressed to the District and the Underwriters, substantially to the effect that:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions “INTRODUCTION,” “THE FINANCING PLAN,” “THE BONDS,” “TAX MATTERS” and “CONTINUING DISCLOSURE” and in Appendices D and E, to the extent they purport to summarize certain provisions of the Paying Agent Agreement, the Continuing Disclosure Certificate, and California law or federal law, fairly and accurately summarize the matters purported to be summarized therein (excluding any and all information contained in such sections with respect to the Book-Entry Only System of DTC);

(ii) this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by parties other than the District, constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought;

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Paying Agent Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(4) Certificate. A certificate signed by appropriate officials of the District to the effect that (A) such officials are authorized to execute this Purchase Agreement, (B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (C) the District has complied with all the terms of the Resolution, the Paying Agent Agreement and

this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and, as to the District, such documents are in full force and effect, (D) such District officials have reviewed the Preliminary Official Statement and Official Statement and on such basis certify that the Preliminary Official Statement, as of its date did not, and the Official Statement, as of its date and as of the date of the Closing, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (E) the Bonds being delivered on the date of the Closing to the Underwriters under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution and the Paying Agent Agreement, and (F) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;

(5) Arbitrage. A nonarbitrage certificate of the District with respect to the Bonds in form satisfactory to Bond Counsel;

(6) Ratings. Evidence satisfactory to the Representative that (i) the Bonds shall have received a rating of “[Aa3]” from Moody’s (or such other equivalent rating as such rating agency may give), and (ii) such rating has not been revoked or downgraded;

(7) District Resolution. A certificate, together with a fully executed copy of the Resolution, of the Secretary or Clerk of the District Board of Education to the effect that:

(i) such copy is a true and correct copy of the Resolution; and

(ii) the the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(8) Preliminary Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(9) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix E thereto;

(10) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriters, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriters, the Municipal Advisor and others, and their examination of certain

documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date and as of the date hereof, and the final Official Statement as of its date and as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system contained in the Preliminary Official Statement or the final Official Statement);

(11) Underwriters' Counsel Opinion. The opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, in a form and substance acceptable to the Representative;

(12) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriters as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriters under Section 14 hereof.

If the District is unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Representative at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of their obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder; and (ii) receipt by the District and the Underwriters of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** [As provided in Section 1 hereof, to the extent that the transactions contemplated by this Purchase Agreement are consummated, the Underwriters shall pay the costs of issuance of the Bonds, up to amounts not-to-exceed \$_____ (with all costs of issuance in excess thereof being the sole responsibility of the District to be paid from any legally available funds)][To the extent that the transaction contemplated by this Purchase Agreement is consummated, the District shall pay, and the Underwriters shall be under no obligation to pay, the costs of issuance of the Bonds]. Such costs of issuance shall include but not be limited to the following: (i) the fees

and disbursements of the District's Bond Counsel and Disclosure Counsel; (ii) the fees of the District's Municipal Advisor; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (vi) the initial fees of the Paying Agent and Fiscal Agent; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds.

Notwithstanding any of the foregoing, the Underwriters shall pay all out-of-pocket expenses of the Underwriters, fees of counsel to the Underwriters, California Debt and Investment Advisory Commission fee, travel and other expenses (except those expressly provided above), without limitation.

Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriters for any costs described in clause (iv) of Section 12 above that are attributable to District personnel.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Chief Financial Officer, Fresno Unified School District, 2309 Tulare Street, Fresno, California 93721, or if to the Representative, to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 37th Floor, San Francisco, California 94104, attention: Erica Gonzalez, Managing Director.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriters. This Purchase Agreement is made solely for the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters). No person shall acquire or have any rights hereunder or by virtue hereof. All your representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery of and payment by the Underwriters for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

15. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Representative on
behalf of itself and PIPER SANDLER &
CO.**

By: _____
Managing Director

The foregoing is hereby agreed to and accepted at _____ p.m., California time, as of the date first above written:

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Santino Danisi
Chief Financial Officer

APPENDIX A

\$ _____
FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
General Obligation Bonds, Election of 2020, Series B

\$ _____ Serial Bonds

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied as of Sale Date</u>	<u>10% Test Not Satisfied as of Sale Date</u>	<u>Hold-the- Offering-Price Rule</u>
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\$ _____ Term Bonds

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied as of Sale Date</u>	<u>10% Test Not Satisfied as of Sale Date</u>	<u>Hold-the- Offering- Price Rule</u>
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(1) Yield to call at par on August 1, 20__.

Redemption Provisions

Optional Redemption. The Bonds maturing on and before August 1, 20__ are not subject to redemption prior to their stated maturity dates. The Bonds maturing on and after August 1, 20__ may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, in whole or in part, on August 1, 20__ or on any date thereafter, at a redemption price equal to the principal amount of such Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 20__ (the “20__ Term Bonds”) are subject to mandatory sinking fund redemption on August 1 in each of the years, and in the principal amounts set forth in the following table, at a redemption price equal to 100% of the principal amount of such 20__ Term Bonds to be redeemed, together with interest accrued to thereon to the date fixed for redemption, without premium.

Term Bonds Maturing on August 1, 20__

Redemption Date

Principal Amount

⁽¹⁾ Maturity.

The Bonds maturing on August 1, 20__ (the “20__ Term Bonds”) are subject to mandatory sinking fund redemption on August 1 in each of the years, and in the principal amounts set forth in the following table, at a redemption price equal to 100% of the principal amount of such 20__ Term Bonds to be redeemed, together with interest accrued to thereon to the date fixed for redemption, without premium.

Term Bonds Maturing on August 1, 20__

Redemption Date

Principal Amount

⁽¹⁾ Maturity.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____

FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

General Obligation Bonds, Election of 2020, Series B

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“Stifel”) as representative of itself and Piper Sandler & Co. (the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the Maturities of the Bonds.*** As of the date of this certificate, for each Maturity of the General Rule Maturities for which at least 10% of such Maturity was sold to the Public, the first price at which at least 10% of such Maturity was sold to the Public is the initial offering price listed in Schedule A. [At least 10% of certain Maturities (as described in Schedule A (the “Unsold Maturities”)) have not, as of the date hereof, been sold to the Public; the Underwriting Group agrees to promptly update the District and Bond Counsel when at least 10% of an Unsold Maturity has been sold to the Public and execute the attached Supplement to Issue Price Certificate.]

2. ***Defined Terms.***

- (a) *Issuer* means Fresno Unified School District.
- (b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.
- (c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. ***[Arbitrage Yield.*** Promptly upon the sale of at least 10% of each of all the Unsold Maturities, the Underwriting Group will calculate the arbitrage yield of the Bonds, reflecting the aggregate of the prices at which the first 10% of each Maturity was sold to the Public and, if such sale occurs after the Closing, execute the attached Supplement to Issue Price Certificate, updated to reflect actual facts.]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The

undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, a Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

**STIFEL, NICOLAUS & COMPANY, INCORPORATED,
on behalf of itself and PIPER SANDLER & CO.**

By: _____
Authorized Officer

By: _____
Authorized Officer

Dated: _____, 2022

SCHEDULE A

SALE PRICES OF THE BONDS

\$ _____
FRESNO UNIFIED SCHOOL DISTRICT
 (Fresno County, California)
General Obligation Bonds, Election of 2020, Series B

\$ _____ Serial Bonds

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied as of Sale Date</u>	<u>10% Test Not Satisfied as of Sale Date</u>	<u>Hold-the- Offering-Price Rule</u>
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\$ _____ Term Bonds

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied as of Sale Date</u>	<u>10% Test Not Satisfied as of Sale Date</u>	<u>Hold-the- Offering- Price Rule</u>
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⁽¹⁾ Yield to call at par on August 1, 20__.

SCHEDULE B

\$ _____

FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
General Obligation Bonds, Election of 2020, Series B

SUPPLEMENT TO ISSUE PRICE CERTIFICATE

The undersigned, Stifel, Nicolaus & Company, Incorporated (“STIFEL”), on behalf of itself and Piper Sandler & Co. (the “Underwriting Group”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. **Definitions.** All terms not defined herein have the meanings ascribed in the attached Tax Certificate and Issue Price Certificate executed on _____, 2022.

2. **Sale of the Unsold Maturities.** With respect to each Maturity of the Unsold Maturities, as of the date hereof, the first price at which at least 10% of each of such Maturities was sold to the Public is the price reflected in Schedule A hereto.

3. **Arbitrage Yield.** We have calculated the arbitrage yield with respect to the Bonds to be _____% in accordance with the following instructions provided by Bond Counsel. Bond Counsel has advised that yield on the Bonds is the discount rate that, when used in computing the present value as of the issue date of all unconditionally payable payments of principal and interest on the Bonds, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of bonds of the issue as of the issue date. Bond Counsel has advised that the issue price is determined based on the aggregate of the first price at which at least 10% of such Maturities was sold to the Public, which is equal to \$_____. To the extent that we provided the District and Bond Counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from Bond Counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

**STIFEL, NICOLAUS & COMPANY, INCORPORATED,
on behalf of itself and PIPER SANDLER & CO.**

By: _____
Authorized Officer

By: _____
Authorized Officer

Dated: _____, 2022

Draft

PAYING AGENT AGREEMENT

Relating to the Issuance of

\$125,000,000

**Fresno Unified School District
General Obligation Bonds,
Election of 2020, Series B**

This PAYING AGENT AGREEMENT (this "Agreement"), dated as of August 1, 2022, is between the FRESNO UNIFIED SCHOOL DISTRICT, a unified school district organized and existing under the laws of the State of California (the "District") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as paying agent (the "Paying Agent").

BACKGROUND:

1. A bond election was duly and regularly held in the District on March 3, 2020, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure M to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$325,000,000 (the "Measure M Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure M Bonds.
2. The Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure M Bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law").
3. The District has previously issued an initial series of Measure M Bonds in the aggregate principal amount of \$80,000,000, leaving a remaining \$245,000,000 principal amount of Measure M Bonds which have been authorized but not issued; and
4. The Board has adopted its resolution authorizing the issuance of a second series of Measure M Bonds under the Bond Law in the aggregate principal amount of not to exceed \$125,000,000 (the "Series B Bonds").
5. The District has requested the Paying Agent to enter into this Agreement for the purpose of providing the terms and provisions upon which the Series B Bonds will be issued.

AGREEMENT:

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Paying Agent formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Agreement, have the meanings given them below, unless the context clearly requires some other meaning.

"Board" means the Board of Education of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code as in effect on the date of adoption hereof and as amended hereafter, as amended from time to time.

"Bond Measure" means Measure M, being the bond measure submitted to and approved by 55% or more of the voters at an election held on March 3, 2020, under which the issuance of the Series B Bonds has been authorized.

"Building Fund" means the fund established and held by the County under Section 3.03.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed or authorized to be closed in New York New York, in the State of California or in any other state in which the Principal Office of the Paying Agent is located.

"Closing Date" means August __, 2022, being the date upon which there is a physical delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriters.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance of the Series B Bonds.

"County" means the County of Fresno, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Auditor-Controller/Treasurer-Tax Collector of the County.

"Debt Service Fund" means the account established and held by the County Treasurer under Section 4.02.

"District" means the Fresno Unified School District, a unified school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Superintendent, the Chief Financial Officer, the Chief Operations Officer, the Clerk of the Board, or any other duly appointed officer of the District authorized by resolution of the Board to act as a representative of the District hereunder.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.04.

"Depository System Participant" means any participant in the Depository's book-entry system.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Excess Investment Earnings" means the amount of excess investment earnings determined to be subject to rebate to the United States of America with respect to the investment of the gross proceeds of the Series B Bonds, determined under Section 148(f) of the Tax Code.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 thereafter commencing February 1, 2023, and with respect to any Series B Bonds includes the maturity date thereof.

"Nominee" means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.04(a).

"Outstanding," when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds shall have been authorized, executed, issued and delivered by the District under this Agreement.

"Owner," whenever used with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

"Paying Agent" means U.S. Bank Trust Company, National Association, as paying agent, registrar and authenticating agent for the Series B Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Principal Office" means the office or offices of the Paying Agent for the payment of the Series B Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Record Date" means the 15th calendar day of the month immediately preceding an Interest Payment Date, whether or not such day is a Business Day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series B Bonds under Section 2.09.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered by the District to the Paying Agent.

"Series B Bonds" means the \$125,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series B, at any time Outstanding.

"Supplemental Agreement" means any agreement which is supplemental to or amendatory of this Agreement, which has been duly authorized, executed and delivered by the District and the Paying Agent in accordance with Article VIII.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series B Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series B Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means, collectively, the Bonds maturing on August 1 in each of the years _____ and _____.

"Underwriters" means Stifel, Nicolaus & Company, Incorporated, on behalf of itself and Piper Sandler & Co., as underwriters of the Series B Bonds upon the original issuance thereof.

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District pursuant to a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Agreement; Findings. This Agreement is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

TERMS OF SERIES B BONDS

Section 2.01. Authorization. The Series B Bonds shall be issued in the aggregate principal amount of \$125,000,000 under the provisions of the Bond Law and this Agreement for the purpose of raising money to finance educational facilities for which the Bonds have been authorized under the Bond Measure. This Agreement constitutes a continuing agreement between the District and the Owners of all of the Outstanding Series B Bonds to secure the District's full and final payment of principal of and interest on the Series B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be designated the "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series B". The Series B Bonds shall be issued entirely in the form of current interest bonds.

Section 2.02. Terms of Series B Bonds. Each Series B Bond shall be dated as of the Closing Date and shall be issued in fully registered form without coupons. The Series B Bonds shall mature on August 1 in each of the years, and shall bear interest at the respective rates of interest per annum, as set forth in the following table:

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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Interest on the Series B Bonds shall be payable by the District from the Interest Payment Date next preceding the date of authentication thereof unless:

- (i) a Series B Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- (ii) a Series B Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable by the District from the Closing Date, or
- (iii) interest on any Series B Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable by the District from the date to which interest has been paid in full.

Interest on the Series B Bonds (including the final interest payment upon maturity) shall be payable by check or draft of the Paying Agent given to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. The principal of the Series B Bonds shall be payable at maturity in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

Section 2.03. Redemption of Series B Bonds.

(a) Optional Redemption. The Series B Bonds maturing on August 1, 20__, are not subject to optional redemption prior to their respective stated maturities. The Series B Bonds maturing on or after August 1, 20__, are subject to redemption in whole, or in part at the Written Request of the District among maturities on such basis as the District shall designate and by lot within a maturity, at the option of the District, from any available

source of funds, on any date on or after August 1, 20__, at a redemption price equal to 100% of the principal amount of the Series B Bonds to be redeemed, without premium, together with accrued interest to the redemption date.

The District shall give the Paying Agent written notice of its intention to redeem Series B Bonds under this subsection (a), and the manner of selecting such Series B Bonds for redemption from among the maturities thereof, in sufficient time to enable the Paying Agent to give notice of such redemption in accordance with subsection (d) of this Section.

(b) Mandatory Sinking Fund Redemption. The Term Bonds are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

**Term Bonds Maturing
August 1, 20__**

Sinking Fund
Redemption Date
(August 1)

Principal Amount
to be Redeemed

**Term Bonds Maturing
August 1, 20__**

Sinking Fund
Redemption Date
(August 1)

Principal Amount
to be Redeemed

Notwithstanding the foregoing, if some but not all of the Term Bonds are redeemed under the foregoing provisions of subsection (a), the aggregate principal amount of the Term Bonds to be redeemed in each year thereafter under this subsection (b) shall be reduced by the aggregate principal amount of Term Bonds so redeemed, to be allocated among sinking fund installments on a pro rata basis in integral multiples of \$5,000.

(c) Selection of Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of the same maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such

selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 denominations each which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent on behalf and at the expense of the District shall give notice of any redemption to the respective Owners of any Series B Bonds designated for redemption at their respective addresses appearing on the Registration Books, and to the Securities Depositories and to the Municipal Securities Rulemaking Board, at least 20 but not more than 60 days prior to the date fixed for redemption; *provided, however*, that neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Series B Bonds or the cessation of the accrual of interest thereon.

Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the bond numbers (if less than all Series B Bonds of a maturity are to be redeemed) and the maturity or maturities (in the event of redemption of all of the Series B Bonds of such maturity or maturities in whole) of the Series B Bonds to be redeemed, and shall require that such Series B Bonds be then surrendered at the Principal Office of the Paying Agent identified in such notice for redemption at the redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date. In addition, the redemption notice shall state that the District has the right to rescind the notice as provided in subsection (e) of this Section.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds have been provided for the payment of the principal of and interest on the Series B Bonds so called for redemption, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District, if requested by the District in writing.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The District and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of any Series B Bonds designated for redemption at their respective addresses appearing on the Registration Books, and to the Securities Depositories and to the Municipal Securities Rulemaking Board. Pursuant to this provision, any notice of redemption of the Series B Bonds may be made conditional upon the receipt of funds for that purpose.

Section 2.04. Book Entry System.

(a) Original Delivery. The Series B Bonds will be initially delivered in the form of a separate single fully registered bond (which may be typewritten) for each maturity of the Series B Bonds. Upon initial delivery, the Paying Agent shall register the ownership of each Bond on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Series B Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Series B Bonds the ownership of which is registered in the name of the Nominee, the District and the Paying Agent have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Nominee holds an interest in the Series B Bonds. Without limiting the generality of the immediately preceding sentence, the District and the Paying Agent have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Series B Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Series B Bond Owner as shown in the Registration Books, of any notice with respect to the Series B Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Series B Bonds to be redeemed if the District elects to redeem the Series B Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Series B Bond Owner as shown in the Registration Books, of any amount with respect to principal or interest on the Series B Bonds or (v) any consent given or other action taken by the Depository as Owner of the Series B Bonds. The District and the Paying Agent may treat and consider the person in whose name each Series B Bond is registered as the absolute owner of such Series B Bond for the purpose of payment of principal of and interest on such Series B Bond, for the purpose of giving notices of redemption and other matters with respect to such Series B Bond, for the purpose of registering transfers of ownership of such Series B Bond, and for all other purposes whatsoever. The Paying Agent shall pay the principal of and interest on the Series B Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest on the Series B Bonds to the extent of the sum or sums so paid. No person other than a Series B Bond Owner shall receive a Series B Bond evidencing the obligation of the District to make payments of principal and interest under this Agreement. Upon delivery by the Depository to the District of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Paying Agent.

(b) Representation Letter. In order to qualify the Series B Bonds for the Depository's book-entry system, the District shall execute and deliver to such Depository a letter representing such matters as may be necessary to so qualify the Series B Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Series B Bonds other than the Series B Bond Owners. Upon the written acceptance by the Paying Agent, the Paying Agent agrees to take all action reasonably necessary for all representations of

the Paying Agent in such letter with respect to the Paying Agent to at all times be complied with. In addition to the execution and delivery of such letter, the District may take any other actions, not inconsistent with this Agreement, to qualify the Series B Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Series B Bonds, or (ii) the District determines to terminate the Depository as such, then the District shall thereupon discontinue the book-entry system with such Depository. In that event, the Depository shall cooperate with the District and the Paying Agent in the issuance of replacement Series B Bonds by providing the Paying Agent with a list showing the interests of the Depository System Participants in the Series B Bonds, and by surrendering the Series B Bonds, registered in the name of the Nominee, to the Paying Agent on or before the date such replacement Series B Bonds are to be issued. The Depository, by accepting delivery of the Series B Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the District fails to identify another Securities Depository to replace the Depository, then the Series B Bonds are no longer required to be registered in the Registration Books in the name of the Nominee, but will be registered in whatever name or names the Owners transferring or exchanging Series B Bonds may designate, in accordance with the provisions hereof.

If the District determines that it is in the best interests of the beneficial owners of the Series B Bonds that they be able to obtain certificated bonds, the District may notify the Depository System Participants of the availability of such certificated bonds through the Depository. In such event, the Paying Agent will issue, transfer and exchange Series B Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Paying Agent and the District shall cooperate with the Depository in taking appropriate action (i) to make available one or more separate certificates evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its account with the Depository, or (ii) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Series B Bonds, all at the District's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Agreement to the contrary, so long as any Series B Bond is registered in the name of the Nominee, all payments of principal of and interest on such Series B Bond and all notices with respect to that Series B Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

Section 2.05. Form of Series B Bonds. The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, as set forth in Appendix A, Appendix B and Appendix C.

Section 2.06. Execution of Series B Bonds. The Series B Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Clerk of the Board. No Series B Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Agreement unless

and until the certificate of authentication printed on the Series B Bond is signed by the Paying Agent as authenticating agent.

The Series B Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.07. Transfer and Exchange of Series B Bonds. Any Series B Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer. Whenever any Series B Bond is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount.

Series B Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange.

No exchanges of Series B Bonds shall be required to be made (a) fifteen days prior to an Interest Payment Date or the date established by the Paying Agent for selection of Series B Bonds for redemption until the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) with respect to a Series B Bond after such Series B Bond has been selected or called for redemption in whole or in part.

Section 2.08. Registration Books. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

Section 3.01. Issuance of Series B Bonds. Upon the execution and delivery of this Agreement, the District shall execute and deliver Series B Bonds in the aggregate principal amount of \$125,000,000 to the Paying Agent and the Paying Agent shall authenticate and deliver the Series B Bonds to the Underwriters upon receipt of a Written Request of the District therefor.

Section 3.02. Deposit and Application of Proceeds. On the Closing Date, the proceeds of sale of the Series B Bonds in the amount of \$_____ shall be paid by the Underwriters and applied as follows:

- (a) the amount of \$_____, representing the amount of premium received by the District on the sale of the Series B Bonds, shall be deposited by the County into the Debt Service Fund, to be applied for the sole purpose of paying interest next coming due and payable on the Series B Bonds; and
- (b) the amount of \$_____ shall be transferred to U.S. Bank Trust Company, National Association, as custodian under the agreement referred to in Section 3.04.
- (c) the amount of \$_____ shall be deposited by the County into the Building Fund to be applied for the purposes set forth in Section 3.03.

Section 3.03. Building Fund. The District has requested the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno USD Building Fund, Election of 2020, Series B", to be maintained as a separate account, distinct from all other funds of the County and the District. The proceeds from the sale of the Series B Bonds shall be transferred to the County Treasurer to be credited to the Building Fund as set forth in Section 3.02(c). Amounts on deposit in the Building Fund shall be expended by the District solely to finance school facilities for which the Series B Bond proceeds are authorized to be expended under the Bond Measure, subject to the provisions hereof relating to federal tax covenants. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof.

Section 3.04. Costs of Issuance Custodian Agreement. The Costs of Issuance shall be paid pursuant to a Costs of Issuance Custodian Agreement between the District and U.S. Bank Trust Company, National Association. Amounts held thereunder shall be requisitioned by a District Representative for payment of Costs of Issuance in accordance with said agreement. Any amounts held thereunder on _____, 20__, which are not required for payment of Costs of Issuance, shall be transferred to the Paying Agent and applied to pay interest next coming due and payable on the Series B Bonds.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Series B Bonds. The Series B Bonds shall be general obligations of the District which are payable from the levy of *ad valorem* taxes upon all property within the District subject to taxation by the District (other than certain property which is taxed at limited rates under the laws of the State of California), without limitation as to rate or amount, for the payment of the Series B Bonds and the interest thereon, in accordance with and subject to Section 15250 of the Education Code. The District has previously requested the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series B Bonds. The principal of and interest on the Series B Bonds do not constitute a debt or a pledge of the full faith and credit of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

Nothing in this Agreement is intended or shall be construed to limit the ability of the District to pay any portion of the principal of or interest on the Series B Bonds from any source of legally available funds of the District. Any amounts so paid by the District shall be deposited in the Debt Service Fund and credited towards the levy of *ad valorem* property taxes next required to be made.

Section 4.02. Establishment of Debt Service Fund. The District has previously requested the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno USD General Obligation Bond Debt Service Fund, Election of 2020, Series B", to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as requested by the District herein, for the District's payment of the principal of and interest on the Series B Bonds, in accordance with Section 4.01 shall be deposited in the Debt Service Fund by the County Treasurer promptly upon apportionment of said levy. The District hereby irrevocably pledges the Debt Service Fund for the District's payment of the principal of and interest on the Series B Bonds when and as the same become due. The County Treasurer shall transfer amounts in the Debt Service Fund to the Paying Agent, to the extent necessary for the District to pay the principal of and interest on the Series B Bonds as the same become due and payable.

Section 4.03. Disbursements From Debt Service Fund. The County Treasurer shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary for the District to pay the principal of and interest on the Series B Bonds when due and payable, including the principal of the Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), to the

Paying Agent which, in turn, shall apply such moneys to pay the principal of and interest on the Series B Bonds. Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the debt service fund associated with outstanding general obligation bonds of the District and if there are none, to the General Fund of the District, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Series B Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Agreement, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, or (ii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

FINANCIAL COVENANTS

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in strict conformity with the terms of the Series B Bonds and of this Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and of the Series B Bonds. Nothing herein prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statement. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries shall be made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal

amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series B Bond Owners.

The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Series B Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series B Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series B Bonds which are issued on a federally tax-exempt basis.

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, interest on the Series B Bonds to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall not use the proceeds of the Series B Bonds in a manner which would cause the Series B Bonds to become "private activity bonds" within the meaning of Section 141(a) of the Tax Code or to meet the private loan financing test of Section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the Series B Bond proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Series B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(e) Rebate of Excess Investment Earnings. The District shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, at the times and in the manner required under the Tax Code. The District shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, such payments to be made from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection (e).

Neither the County nor the Paying Agent has any duty to monitor the compliance by the District with any of the covenants contained in this Section.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Agreement, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Series B Bonds.

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Agreement.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Agreement against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Agreement by executing and delivering to the District a certificate to that effect.

With the prior written consent of the owners of a majority in aggregate principal amount of the outstanding Series B Bonds, the District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01, shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.02. Paying Agent May Hold Series B Bonds. The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Series B Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Agreement. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Agreement.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Agreement requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Agreement upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement. The District will indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

Section 7.01. Events of Default. The following events constitute events of default hereunder:

- (a) Failure to pay any installment of the principal of or interest on any Series B Bonds when due.
- (b) Failure by the District to observe and perform any of the other covenants, agreements or conditions on its part contained in this Agreement or in the Series B Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the District by the Paying Agent or the owners of a majority in aggregate principal amount of the outstanding Series B Bonds; *provided, however*, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, such failure shall not constitute an event of default if the District institutes corrective action within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.

- (c) The filing by the District of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the District, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Series B Bond Owners. Upon the occurrence and during the continuation of an event of default, any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series B Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Agreement may be approved by the District and Paying Agent, which, without the requirement of consent of the Owners of the Series B Bonds, shall be fully effective in accordance with its terms:

- (a) To add to the covenants and agreements of the District in this Agreement, other covenants and agreements to be observed by the

District which are not contrary to or inconsistent with this Agreement as theretofore in effect;

- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Agreement, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Agreement; or
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Agreement, which in any event shall not materially adversely affect the interests of the Series B Bond Owners, in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. Any modification or amendment of this Agreement and of the rights and obligations of the District and of the Owners of the Series B Bonds, in any particular, may be made by a Supplemental Agreement, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon by the District or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged by the District for the repayment of the Series B Bonds without the consent of all the Owners of such Series B Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Series B Bonds.

Section 9.02. Defeasance.

(a) Discharge of Agreement. The Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal of and interest on such Series B Bonds, as and when the same become due and payable;

- (ii) by irrevocably depositing, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Agreement), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Agreement and other assets made under this Agreement and all covenants, agreements and other obligations of the District under this Agreement shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Agreement which are not required for the District's payment of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Agreement it is provided or permitted that there be deposited with or held by the Paying Agent money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Agreement and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest

thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or

- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price, interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge. Notwithstanding any provisions of this Agreement, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal or Maturity Value of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Agreement, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first give to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or such Owner's attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District is individually or personally liable for the payment of the principal of and interest on the Series B Bonds. Nothing herein contained relieves any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Limited Duties of County; Indemnification. Notwithstanding anything in this Agreement to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Agreement which are specifically set forth in this Agreement and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Agreement against the County (including its Board of Supervisors, officers, agents and employees and (b) the District further agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and the District shall also reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Series B Bonds. Whenever in this Agreement provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Agreement, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The District hereby declares that it would have adopted this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Chief Financial Officer of the District in trust for the benefit of the Series B Bond Owners.

Section 9.08. Payment on Business Days. Whenever in this Agreement any amount is required to be paid on a day which is not a Business Day, such payment shall be required to be made on the Business Day immediately following such day, provided that interest shall not accrue from and after such day.

Section 9.09. Notices. Any notice, request, complaint, demand or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District or the Paying Agent may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District: Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
Attention: Chief Financial Officer

If to the Paying Agent: U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust
Reference: Fresno USD GO Bonds
Election of 2020 Series B

Section 9.10. Unclaimed Moneys. Anything in this Agreement to the contrary notwithstanding, subject to the laws of the State of California, any moneys held by the Paying Agent for the payment and discharge of any of the Series B Bonds which remain unclaimed for two years after the date when such Series B Bonds have become due and payable, either at their stated maturity dates, if such moneys were held by the Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Series B Bonds become due and payable, shall, at the Written Request of the District, be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Series B Bond Owners shall look only to the District for the payment of such Bonds; *provided, however*, that before being required to make any such payment to the District, the Paying Agent shall, at the expense of the District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 9.11. Execution in Several Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the District and the Paying Agent shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 9.12. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the FRESNO UNIFIED SCHOOL DISTRICT has caused this Agreement to be signed in its name by its duly authorized officers and U.S. Bank Trust Company, National Association, in token of its acceptance of the trust created hereunder, has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and year first above written.

FRESNO UNIFIED SCHOOL DISTRICT

By _____
Superintendent

ATTEST:

Chief Financial Officer

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Paying Agent

By _____
Authorized Officer

APPENDIX A

FORM OF SERIES B BOND

REGISTERED BOND NO. _____

\$ _____

FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

GENERAL OBLIGATION BOND ELECTION OF 2020, SERIES B

INTEREST RATE

MATURITY DATE:

DATED DATE:

CUSIP

August __, 2022

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The FRESNO UNIFIED SCHOOL DISTRICT (the "District"), located in Fresno County, California (the "County"), for value received, hereby promises to pay to the Registered Owner stated above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 thereafter to and including the Maturity Date (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before September 15, 2022, in which event it will bear interest from the Dated Date set forth above.

Principal hereof and interest hereon are payable by the District in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. Except as provided below, the principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (each, a "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$125,000,000 of bonds issued for the purpose of raising money for the acquisition, construction, rehabilitation, upgrade, and equipping of school facilities, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on March 3, 2020, upon the question of issuing Bonds in the amount of \$325,000,000, and under a Paying Agent Agreement dated as of August 1, 2022 (the "Paying Agent Agreement"), between the District and the Paying Agent. This Bond and the issue of which this Bond is a part are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

All capitalized terms herein shall have the same meaning as the capitalized terms used in the Paying Agent Agreement. Reference is hereby made to the Paying Agent Agreement (copies of which are on file at the office of the District) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Paying Agent Agreement) are general obligations of the District. Subject to Education Code Section 15250, the Board of Supervisors of the County of Fresno (the "County") has the power and is obligated to levy *ad valorem* taxes for the District's payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District.

No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. The principal of and interest on this Bond do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. Except as provided in the Paying Agent Agreement, in no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds maturing on August 1, 20__, are not subject to optional redemption prior to maturity. The Bonds maturing on or after August 1, 20__, are subject to redemption in whole, or in part at the written request of the District among maturities on such basis as the District shall designate and by lot within a maturity, at the option of the District, from any available source of funds, on any date on or after August 1, 20__, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, without premium, together with accrued interest to the redemption date.

The Series B Bonds maturing on August 1 in each of the years _____ and _____ are term bonds (the "Term Bonds"), which are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

**Term Bonds Maturing
August 1, 20__**

Sinking Fund
Redemption Date
(August 1)

Principal Amount
to be Redeemed

**Term Bonds Maturing
August 1, 20__**

Sinking Fund
Redemption Date
(August 1)

Principal Amount
to be Redeemed

If some but not all of the Term Bonds have been redeemed pursuant to the optional redemption provisions described above, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments on such basis as the District may designate in a written request of the District filed with the Paying Agent.

Whenever less than all of the outstanding Series B Bonds of the same maturity are designated for redemption, the Paying Agent shall select the Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 denominations each which may be separately redeemed.

The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to the respective owners of any Bonds designated for redemption at their respective addresses appearing on the Bond registration books, and to the Securities Depositories and to the Municipal Securities Rulemaking Board, at least 20 but not more than 60 days prior to the date fixed for redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. The District has the right to rescind any notice of the optional redemption of Bonds in accordance with the Paying Agent Agreement.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations

in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under the Paying Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice.

Reference is made to the Paying Agent Agreement for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Paying Agent Agreement.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient for the District to pay principal and interest when due, without limitation as to rate or amount.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the County, District and the Paying Agent shall not be affected by any notice to the contrary.

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Paying Agent Agreement until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Fresno Unified School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Education, and

attested by the facsimile signature of the Clerk of the Board, all as of the date stated above.

FRESNO UNIFIED SCHOOL DISTRICT

By _____
President
Board of Education

Attest:

Clerk of the Board

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Paying Agent Agreement referred to herein.

Date of Authentication:

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM C-32

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of February 01, 2022 through April 30, 2022. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 01, 2022 through April 30, 2022 in accordance with Education Code § 35186.

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

SUPERINTENDENT APPROVAL:



**BOARD OF EDUCATION**

Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Claudia Cazares
Valerie F. Davis
Andy Levine
Major Terry Slatik USMC (Retired)
Keshia Thomas

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between February 1, 2022 and April 30, 2022

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	40	24	8	9.1
Uniform Complaint Procedures (UCP)	0	0	0	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	629	0	26	1.8
Other Complaints	34	0	2	2.1
Public Records Act Request	50	6	27	5.8
TOTAL	793	30	63	4.7

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia

Title: Executive Director of Constituent Services

Quarterly Report Submission Date: ☒ April 2022
(check one) ☐ July 2022
☐ October 2022
☐ January 2023

Date for information to be reported publicly at governing board meeting: June 1, 2022

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 01, 2022

AGENDA ITEM C-33

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following 11 Board Policies (BP):

- BP 5141.23 Infectious Disease Prevention (DELETE)
- BP 5141.52 Suicide Prevention
- BP 5142.3 Student Use of Bicycles (DELETE)
- BP 5143 Insurance
- BP 5145.11 Questioning and Apprehension by Law Enforcement
- BP 5145.12 Search and Seizure
- BP 5145.6 Parent Notification
- BP 5145.8 Refusal to Harm or Destroy Animals (DELETE)
- BP 6151 Class Size
- BP 6164.5 Student Success Teams
- BP 6164.6 Section 504 Of the Rehabilitation Act Of 1973

These revisions meet the California School Boards Association (CSBA) recommendations, CDE's Federal Program Monitoring (FPM) requirements and best practices. The items will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red-strikeout – Recommended deletion

Green font – CDE/FPM required change

Purple font - Information change

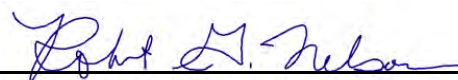
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Teresa Plascencia,
Executive Director

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:



**Fresno USD | 5000 | BP 5141.23 Students
Infectious Disease Prevention**

The Governing Board encourages the Superintendent or designee to work with parents guardians and local health agencies and organizations to develop a comprehensive approach to disease prevention.

(cf. 1020 - Youth Services)
(cf. 5141.31 - Immunizations)
(cf. 5141.6 - Student Health and Social Services)
(cf. 6142.2 - AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs are based on the most up-to-date information about healthful practices.

To protect students from contact with potentially infectious blood or other body fluids and prevent the spread of infectious disease, universal precautions shall be observed throughout the school environment.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5141.22 - Infectious Diseases)

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident or classroom instruction.

(cf. 5141.1 - Accidents)
(cf. 6145.2 - Athletic Competition)

Legal Reference:
EDUCATION CODE
49403 Cooperation in control of communicable disease and immunization of pupils
51202 Instruction in personal and public health and safety
CODE OF REGULATIONS, TITLE 8
5193 California bloodborne pathogens standard
CODE OF REGULATIONS, TITLE 17
2500-2508 Communicable disease reporting requirements

Management Resources:
CDE PROGRAM ADVISORIES
1016.89 Guidelines for Informing School Employees about Preventing the Spread of Infectious Diseases, including Hepatitis B and AIDS/HIV Infections and Policies for Dealing with HIV- Infected Persons in School Settings
WEB SITES
Centers for Disease Control and Prevention: <http://www.cdc.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: February 13, 2002 Fresno, California

Fresno Unified Board Policy (BP)

5141.52 Suicide Prevention

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

The governing board which serves pupils in grades 7 to 12, inclusive, shall, before the beginning of the 2017–18 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in grades 7 to 12, inclusive. The policy shall be developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention. The superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans. (Education Code Section 215(a)(1))

The district's policy on pupil suicide prevention in grades 7-12, inclusive, shall be readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (Education Code Section 234.6(b)(1))

The governing board which serves pupils in kindergarten and grades 1 to 6, inclusive, shall, before the beginning of the 2020-21 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in kindergarten and grades 1 to 6 inclusive. The policy shall be developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; the county mental health plan, school-employed mental health professional, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and shall, at a minimum, address procedures for related to suicide prevention, intervention, and postvention. (Education Code Section 215(a)(2)(A))

(a) The policy for pupils in kindergarten and grades 1 to 6, inclusive, shall be written to ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a pupil who is a Medi-Cal beneficiary. (Education Code Section 215(a)(2)(C))

The district's policy on pupil suicide prevention in kindergarten and grades 1 to 6, inclusive, shall be readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils and include a reference to the age appropriateness of the policy (Education Code Section 234.6(b)(2))

The policy shall also address any training to be provided to teachers of pupils in all of the grades served by the district:

(b) Materials approved by the district for training shall include how to identify appropriate mental health services, both at the school site and within the larger community, and when and how to refer youth and their families to those services.

(c) Materials approved for training may also include programs that can be completed through self-review of suitable suicide prevention materials.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

~~The Board shall ensure that measures and strategies~~ The policy for students in grades K-6, inclusive, are ~~shall be~~ age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code Section 215(a)(2)(B))

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. The policy shall address training provided to ~~Staff development on suicide awareness and prevention~~ ~~for~~ teachers, school counselors, school psychologists, school social workers, site administrators, and other district employees who interact with students, shall include: ~~as described in the accompanying administrative regulation.~~

(a) how to identify appropriate mental health services both at the school site and within the larger community, and when and how to refer youth and their families to those services

(b) materials approved for training may also include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code Section 215(a)(4))

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in identifying signs of depression and recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The review of materials and resources used in awareness efforts and communication to ensure they align with best practices for safe and effective messaging for suicide.

5. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis

6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

7. Crisis intervention procedures for addressing suicide threats or attempts

(a) Immediately securing medical treatment and/or mental health services as necessary

(b) Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

- (c) Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
- (d) Removing other students from the immediate area as soon as possible
- (e) Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If follow-up care is not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.
- (f) Any student returning to school after a mental health crisis, the principal or designee, school psychologists, school social workers, and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

(cf. 0450-Comprehensive Safety Plan)

(cf. 5141-Health Care and Emergencies)

(cf. 5141.4-Child Abuse Prevention and Reporting)

8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

- (a) In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.
- (b) The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determine how best to discuss the suicide or attempted suicide with students.
- (c) Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's respond shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.
- (d) After any suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(cf. 1112 – Media Relations)

9. Establishment of a district and/or school site suicide prevention and intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students including but not limited to the oversight of mental health and suicide prevention training, collaboration with community health organizations, identification of resources and organizations that provide evidenced based treatment, collaboration to build community response, and compliance with education code 215.

~~As appropriate, these measures and strategies~~ The policy shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

(cf. 5141.6 - School Health Services)

Commencing July 1, 2019, students grades 7 to 12, shall have printed on an issued student identification card the National Suicide Prevention Lifeline telephone number (1-800-273-8255) and may also include the Crisis Text Line (text HOME to 741741), and/or a local suicide prevention hotline telephone number. (Education Code Section 215.5(a)(1))

Commencing October 1, 2020, students grades 7 to 12, shall have printed on an issued student identification card the number for the National Domestic Violence Hotline: 1-800-799-7233. (Education Code Section 215.5(a)(2))

~~District~~ The policy shall be written to ensure that school employees ~~shall~~ act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code **Section 215(a)(5)**)

The governing board which serves pupils in kindergarten and grades 1 to 12, inclusive, shall, ~~The Board shall~~ review, and update as necessary, this policy at least every five years. (Education Code 215**(a)(6)(b-c)**)

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

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

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent 5850-5886 Children's Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019 CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009 NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis

Teams, 2015 U.S. DEPARTMENT OF HEALTH AND HUMAN

SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Preventing Suicide: A Toolkit for High Schools, 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <http://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <http://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program: <http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: May 31, 2017 Fresno, California

revised: March 6, 2019

revised: December 18, 2019

revised: June 17, 2020

revised: March 16, 2022

revised: Spring __, 2022

Policy Section: 5000 Students

**Fresno USD | 5000 | BP 5142.3 Students
Student Use Of Bicycles**

The Governing Board recognizes that bicycle helmets lessen the seriousness of head injuries. The Board expects that students who ride bicycles to and from school will consistently wear bicycle helmets, observe safety laws and rules, and display courtesy toward other riders and pedestrians.

Health and safety instruction and student handbooks shall include information related to state law that requires all minors to wear a properly fitted and fastened bicycle helmet when riding a bicycle on streets or public bicycle paths. The district will cooperate with community groups that provide bicycle safety information to students.

Students are encouraged to use bicycle locks. The district will not be responsible for bicycles which are lost, stolen or damaged.

Legal Reference:
EDUCATION CODE
44808 Exemption from liability when students are not on school property
51202 Instruction in personal and public health and safety
VEHICLE CODE
21212 Bicycle helmets

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: October 27, 1994 Fresno, California

Fresno Unified Board Policy (BP) 5143

Insurance

The Governing Board believes that all students should have health and accident insurance protection to ensure that they receive needed health care services in the event of illness or injury.

The ~~district~~ Superintendent or designee shall ~~make available student insurance to those who desire to purchase such insurance. The district shall carry such insurance as is required by law, and, in addition, will make available such student insurance as is deemed in the best interest of all students in the district.~~ provide information to students and their parents/guardians about available insurance against injuries occurring during school-related activities, which may include printed matter furnished by the insurer or membership corporation. Parents/guardians shall not be required to enroll their children in insurance programs offered by the district. ~~The district will not serve as a claims agent nor do anything other than is necessary to allow parents/guardians to avail themselves of student coverage.~~

(cf. 3530 - Risk Management/Insurance)

(cf. 3540 - Transportation)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.6 - School Health Services)

(cf. 6142.7 - Physical Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work Based Learning)

Athletic Teams Members Insurance

Each ~~member student participating~~ on ~~of~~ a school athletic team, ~~as defined by law,~~ shall ~~be covered by an~~ have insurance ~~policy protection in the amounts specified in law and administrative regulation~~ for medical and hospital expenses resulting from accidental bodily injury. **(Education Code 32221)**

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

If a student does not have insurance protection or a reasonable equivalent of health benefits through other means, including, but not limited to, The Governing Board shall make an insurance plan available for purchase by the students participating in athletic events or their parent/guardian, the district shall offer a medical or hospital service or insurance program. (Education Code 32221)

The cost of the insurance protection shall be paid by the parent/guardian of an athletic team member or other persons on the student's behalf.

However, if the The Board shall authorize the expenditure of district or student body funds for the purchase of insurance for those students whose parent/guardians are is financially unable to pay for the costs, of the insurance, the costs shall be paid by the district and/or student body organization. (Education Code 32221)

(cf. 3260 - Fees and Charges)

(cf. 3452 - Student Activity Funds)

Field Trips/Excursions

The district shall offer medical and/or hospital service or insurance protection for students injured

while participating in any excursion or field trip under the jurisdiction of, sponsored by, or controlled by the district. (Education Code 35331)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 6153 - School-Sponsored Trips)

Parents/guardians choosing to participate in the insurance program offered by the district shall pay the costs of the medical or hospital service or insurance protection.

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

10900-10914.5 Community recreation activities

32220-32224 Insurance for athletic teams

33353.5 Interscholastic federation; insurance program; nontransaction of insurance

35331 Insurance for field trips and excursions

48980 Parental notifications

48985 Notices to parents in language other than English

49470-49474 District medical services and insurance

51760 Insurance, work experience programs

52530 Insurance for healing arts program students

INSURANCE CODE

10493 Benefit and relief association

CODE OF REGULATIONS, TITLE 22

51050-51190.5 Definitions of Medi-Cal providers and services

Management Resources:

WEB SITES

CSBA, Medi-Cal Services Program: http://www.csba.org/ds/medi_cal.htm

California Department of Health Care Services: <http://www.dhcs.ca.gov>

California Department of Insurance: <http://www.insurance.ca.gov>

Centers for Medicare and Medicaid Services: <http://www.cms.hhs.gov>

Medi-Cal: <http://www.medi-cal.ca.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: August 26, 1993 Fresno, California

revised: Spring __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5145.11

Questioning And Apprehension By Law Enforcement

Interviewing

The Governing Board believes that the safety of district students and staff is essential to achieving the goal of student learning. In accordance with standards specified in law, law enforcement officers may interview and question students on school premises and may remove them when appropriate.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.12 - Search and Seizure)

The Superintendent or designee shall collaborate with local law enforcement agencies to establish procedures which enable law enforcement officers to carry out their duties on school campus, including, when necessary, the questioning and/or apprehension of students.

When any law enforcement officer ~~have a right to~~ requests an interview with a student, ~~on school premises, as suspects or witnesses. When such an interview is requested,~~ the principal or designee shall ~~carefully ascertain the~~ request the officer's identity, ~~his/her~~ **their** official capacity, and the ~~legal~~ authority under which ~~he/she acts.~~ the interview is to be conducted. The principal or designee shall maintain a record of all documentation relative to law enforcement interviews of students. ~~If the officer is not acting pursuant to a valid search warrant, the principal or designee may request that he/she conduct the interview outside of school hours. If the officer expresses the need to interview the student immediately, the principal or designee should seek to accommodate the questioning in a way that will avoid disrupting the school process and also serve the best interests of the student. If, after reasonable discussion, the law officer and the principal or designee continue to disagree, the principal or designee may consult with the Superintendent or with legal counsel.~~

The principal or designee shall accommodate the interview in a way that causes the least possible disruption for the student and school and provides the student appropriate privacy.

At the law **enforcement** officer's discretion and with the student's approval, the principal **or designee** may be present during the interview.

Except in cases of child abuse or neglect, the principal or designee shall **immediately** attempt to notify the student's parent/guardian **as soon as practicable** after ~~a~~ the law enforcement officer **has** interviewed the student on school premises.

If a minor student is removed from school into the custody of law enforcement, the principal or designee shall immediately notify the parent/guardian or responsible relative regarding the student's release and the place to which the student is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse. (Education Code 48906)

Interviewing Victim at School

Whenever a representative of a child protective agency deems it necessary, a suspected victim of child abuse may be interviewed during school hours, on school premises, concerning a report of suspected

child abuse that occurred within the child's home. The child ~~shall~~ **may** be afforded the option of being interviewed in private or selecting any adult who is a member of the staff of the school, including any certificated or classified employee or volunteer aide, to be present at the interview. A representative of the child protective agency will inform the school of that right prior to the interview.

Removal From School - Law Enforcement

The Governing Board authorizes site administrators to release minor students into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest or to remove a student from school premises if the officer or school administrator has reason to believe that the student has violated the law. The principal or designee shall immediately attempt to notify the parent/guardian or responsible relative of the student's release and the place to which the student is reportedly taken, except in cases of child abuse.

Whenever a student is suspected of being a victim of child abuse and is being removed from the school premises, the principal must give the telephone number and address of the student's parent/guardian to the law enforcement officer. The officer then has the responsibility to immediately notify the parent/guardian. (Education Code 48906)

(cf. 5141.4 – Child Abuse Reporting Procedures)

Personnel responsible for releasing a student from school custody shall exercise extreme diligence to prevent such release to any unauthorized or unidentified person.

(cf. 5142 - Safety)

Subpoenas

Although subpoenas may legally be served **at school** on students age 12 or older, ~~police officers have the legal right to serve a subpoena at school~~, the district believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. **When served at school, the principal or designee shall take reasonable steps to protect the student's privacy rights and to minimize loss of class time for the student.**

In all situations, every possible step should be taken to minimize disruption to the school's program, students and staff.

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

44807 Duty concerning conduct of pupils

48264 Arrest of truants

48265 Delivery of truant

48902 Notice to law **enforcement** authorities

48906 Release of minor pupil ~~student~~ to peace officers; notice to parent, guardian ~~or relative~~

48909 Narcotics and other hallucinogenic drugs (re arrest)

CODE OF CIVIL PROCEDURE

416.60 Service of summons or complaint to a minor

PENAL CODE

830-832.817 re Peace officers

833-851.85 re arrests

1328 Service of subpoena

11164 et seq. Child abuse and neglect reporting act

WELFARE AND INSTITUTIONS CODE

305 conditions allowing temporary custody without warrant/

625 Temporary custody; peace officer; warrant

627 Notice to parent or guardian; right to make telephone calls Custody of minor

828.3 Crimes against property, students or personnel; information sharing

CODE OF REGULATIONS, TITLE 5

303 Duty to remain at school

COURT DECISIONS

Camreta v. Greene, (2011) 131 S.Ct. 2020

People v. Lessie, (2010) 47 Cal. 4th 1152

In re William V., (2003) 111 Cal.App.4th 1464

People v. Burton (1971) 6 Cal. 3d 375

In re Donaldson (1969) 269 Cal. App. 2d 509

Baines v. Brady (1953) 122 Cal. App. 2d 957, 960

In the matter of Paul P., 85 Daily Journal D.A.R. 2594

ATTORNEY GENERAL OPINIONS

54 Ops.Cal.Atty.Gen. 96 (1971)

34 Ops.Cal.Atty.Gen. 93 (1959)

32 Ops. Cal. Atty. Gen. 46 (1958)

FRESNO UNIFIED SCHOOL DISTRICT

adopted: December 9, 1993 Fresno, California

revised: April 24, 1997

revised: December 11, 1997

reviewed: May 18, 2001

revised: Spring __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5145.6 Parental Notifications

The Governing Board ~~recognizes that notifications are essential to~~ desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send ~~students and~~ parents/guardians all notifications required by law and any other notifications the Superintendent or designee, ~~including notifications about their legal rights, and any other notifications he/she~~ believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

~~*(cf. 5124 - Communication with Parents/Guardians)*~~

(cf. 6020 - Parent Involvement)

~~The Superintendent or designee shall ensure that notifications which must be~~ Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. ~~include a request that the parent/guardian sign the notice and return it to the school.~~ (Education Code 48981, ~~48982~~)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

~~Pursuant to Education Code 48985, w~~When ever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices and reports sent to the parents/guardians of these any such students shall, in addition to being written in English, must also be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985) answered by the parent/guardian in either language. In addition, the No Child Left Behind Act (20 USC 6311 and 6312) requires that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

~~Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law.~~ Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason unable to understand the

district's printed notifications, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

~~(cf. 6174— Education for English Language Learners)~~

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

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

234.7 Student protections relating to immigration and citizenship status

262.3 Appeals for discrimination complaints; information regarding availability of civil remedies

310 Structured English Immersion Language acquisition Program

313 Reclassification of English learners, parental consultation

313.2 Long-term English learner, notification

440 English language proficiency assessment; instruction in English language development

8483 Before/after school program; enrollment priorities

17288 Pupils: school buildings standards for university campuses

17611.5-17612 Notification of pesticide use

17611.5-17612 Notification of pesticide use

32221.5 Insurance for athletic team members

32255-32255.6 Right to refuse harmful or destructive use of animals

32390 Fingerprint program; contracts; funding; consent of parent/guardian

33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act

35160.5 Extracurricular and cocurricular activities

35178.4 Notice of accreditation status

35182.5 Advertising in the classroom

35183 School dress codes; uniforms

35186 Complaints concerning deficiencies in instructional materials and facilities

35211 Driver training; district insurance, parent/guardian liability

35256 School accountability report card

35258 School Accountability Report Card

35291 Rules for student discipline

37616 Consultation regarding year-round schedule

39831.5 School bus rider rules and information

44050 Employee codes of conduct, employee interactions with students

44808.5 Permission to leave school grounds

46010.1 Notice regarding excuse to obtain confidential medical services

46014 Regulations regarding absences for religious purposes

46600-46611 Interdistrict attendance agreements especially

~~46601 Failure to approve interdistrict attendance~~

48000 Minimum age of admission

48070.5 Promotion or retention of students

48204 Residency requirements

48205 Absence for personal reasons

48206.3 Pupils: Students with temporary disabilities; individual instruction; definitions

48207-48208 Pupils: Students with temporary disabilities in hospitals outside of school district

48208 Students with temporary disabilities in qualifying hospitals

48213 Prior notice of exclusion from attendance

48216 Immunization

48260.5 Notice to parent regarding truancy

48262 Need for parent conference regarding truancy

48263 Referral to SARB school attendance review board or probation department

48301 Interdistrict transfers

48412 Certificate of proficiency

48432.3 Voluntary enrollment in continuation education

48432.5 Involuntary transfers of pupils

~~48637.1 Notice of intended assignment~~

48850-48859 Education of foster youth and homeless students

48900.1 Parental attendance required after suspension

48904 Liability of parent/guardian for willful pupil student misconduct

48904.3 Withholding grades, diplomas, or transcripts

48906 Notification of release of pupil student to peace officer

48911 Notification in case of suspension

48911.1 Assignment to supervised suspension classroom

48912 Closed sessions; consideration of suspension

48915.1 Expelled individuals: students: enrollment in another district

48916 Readmission procedures

48918 Rules governing expulsion procedures

48929 Transfer of student convicted of violent felony or misdemeanor

48980 Required notification at beginning of term
 48980.3 Notification of pesticide use
 48981 Time and means of notification
 48982 **Parent** Signature; **acknowledging receipt of notice** **return to school; effect of signature**
 48983 Contents of notice
 48984 Activities prohibited unless notice given
 48985 Notices to parents in language other than English
 48987 Child abuse information
 49013 **Use of uniform complaint procedures for complaints regarding student fees**
 49063 Notification of parental ~~rights~~ **of their** rights
 49067 **Regulations regarding pupil's achievement** **Student evaluation; student in danger of failing course**
 49068 Transfer of permanent enrollment and scholarship record
 49069 Absolute right to access
 49070 Challenging content of **student** records
 49073 Release of directory information
 49073.6 **Student records, social media**
 49076 Access to student records
 49077 Access to information concerning a student in compliance with court order
 49091.14 **Prospectus**
 49302 **Parental consent**
 49322 **Notifications of retention of object by school personnel; release**
 49403 Cooperation in control of communicable disease and immunization
 49423 Administration of prescribed medication for **pupil student**
 49451 Physical examinations: parent's refusal to consent
 49452.5 Screening for scoliosis
 49452.7 **Information on type 2 diabetes**
 49452.8 **Oral health assessment**
 49456 **Report to parent** **Results of vision or hearing test**
 49471-49472 **Medical and hospital services for pupils** **Insurance**
 49475 **Student athletes; concussions and head injuries**
 49476 **Student athletes; opioid fact sheet**
 49480 Continuing medication regimen for nonepisodic conditions
 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
 49557.5 **Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account**
 51225.1 **Exemption from district graduation requirements**
 51225.2 **Course credits**
 51225.3 **Graduation requirements; courses that satisfy college entrance criteria**
 51229 **Course of study for grades 7-12**
 51513 Personal beliefs; **privacy**
 51938 **Right of parent/guardian notice** HIV/AIDS and sexual health instruction
 52164 **Language census**
 52164.1 Census-taking methods; determination of primary language; assessment of language skills
 52164.3 **Notice of reassessment of** **English learners; notification of results** **language skills**
 52173 **Consultation with parents or guardians; notice to parents or guardians; withdrawal of pupil**
 52244 **Advanced Placement Program**
 54444.2 Migrant education programs; parent involvement
 56301 Child-find system; policies **regarding** written notification rights
 56321 Special education: proposed assessment plan
 56321.5-56321.6 **Notice of parent rights pertaining to special education**
 56329 Written notice of right to findings; independent assessment
 56341.1 **Development of individualized education program** **team; right to audio record** Individualized education program team
 56341.5 **Individualized education program team meetings**
 56343.5 **Individualized Education Program** **meetings**
 56346 **Parental notice and consent to special education program**
 56521.1 **Behavioral intervention**
 58501 Alternative schools: notice required prior to establishment
 60615 **Exemption from state assessment**
 60641 **California Assessment of Student Performance and Progress** **Standardized Testing and Reporting Program**
 69432.9 **Submission of grade point average to Cal Grant program**
 60850 **High School Exit Examination**
 CIVIL CODE
 1798.29 **District records, breach of security**
 HEALTH AND SAFETY CODE
 1596.857 Right to enter child care facility
 1597.16 **Licensed child care centers, lead testing**
 104420 **Tobacco use prevention**
 104855 **Availability of topical fluoride treatment**
 116277 **Lead testing of school drinking water**
 120365-120375 **Immunizations**
 120370 **Immunizations**
 120375 **Immunizations**
 120440 Sharing immunization information
 124085 Certificate of receipt; health screening and evaluation services; waiver by parent/guardian
 124100-124105 **Health screening and immunizations** **School districts and private schools; information to parents**
 PENAL CODE
 626.81 **Notice of permission granted to sex offender to volunteer on campus**
 627.5 Hearing request following denial or revocation of registration

WELFARE AND INSTITUTIONS CODE

18976.5 Parental notice; right of refusal to participate

CODE OF REGULATIONS, TITLE 5

~~852 Exemptions from state assessments~~

863 ~~Standardized Testing and Reporting Program of state assessment results~~

3052 Behavioral intervention

~~3821 General standards (Gifted and Talented Program)~~

4622 Notification requirements and recipients of uniform complaint procedures

4631 ~~Responsibilities of the local agency~~ Uniform complaint procedures; notification of decision and right to appeal

~~4917 Notification of sexual harassment policy~~

11303 Reclassification of English language learners

~~11309 Parental exception waivers~~

11511.5 English language proficiency assessment; test results

11523 Notice of proficiency examinations ~~(HS)~~

18066 ~~Policies and procedures absences for child care~~ policies regarding excused and unexcused absences

~~18094-18095 Notice of Action; child care services~~

18114 Notice of delinquent fees; child care services

~~18118-18119 Notice of Action; child care services~~

CODE OF REGULATIONS, TITLE 17

2951 Hearing tests

6040 Time period to obtain needed immunizations

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

~~1232h Privacy rights~~

1415 Procedural safeguards

1681-1688 Title IX, discrimination based on sex or blindness

6311 State plans

6312 Local education agency plans

~~6316 Academic assessment and local education agency school improvement~~

6318 Parental and family engagement involvement

~~7704 Impact Aid; policies and procedures related to children residing on Indian lands~~

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

~~1758 Child nutrition programs~~

~~2000d-2000d-7, Title VI, Civil Rights Act of 1964~~

~~11431-11435 McKinney-Vento Homeless Assistance Act~~

CODE OF FEDERAL REGULATIONS, TITLE 7

245.5 Eligibility criteria for free and reduced-price meals

~~245.6a Verification of eligibility for free and reduced-price meals~~

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

~~99.30 Disclosure of personally identifiable information~~

99.34 Student records, disclosure to other educational agencies

~~99.37 Disclosure of directory information~~

~~104.32 District responsibility to provide free appropriate public education~~

104.36 Procedural safeguards

~~104.8 Nondiscrimination~~

~~106.8 Notification of contact information for Title IX coordinator~~

106.9 Dissemination of policy, nondiscrimination on basis of sex

~~200.48 Teacher qualifications~~

~~222.94 Impact Aid; district responsibilities~~

300.300 Parent consent for special education evaluation

300.322 Parent participation in IEP team meetings

~~300.345 Parent participation~~

300.502 Independent educational evaluation of student with disability

300.503 Prior written notice regarding identification, evaluation, or placement of student with disability

300.504 Procedural safeguards notice for students with disabilities

~~300.505 Parental consent~~

~~300.507 Parent notice due process hearing~~

300.508 Due process complaint

~~300.523 Manifestation determination review~~

~~300.530 Discipline procedures~~

CODE OF FEDERAL REGULATIONS, TITLE 40

~~763.84 Asbestos inspections, response actions and post-response actions~~

763.93 Asbestos Management plans

Management Resources:

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

~~Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005~~

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted: September 9, 1993 Fresno, California

Revised: October 9, 2002

Revised: March 10, 2004

Revised: July 27, 2005

Revised: Spring __, 2022

Policy Section: 5000 Students

Fresno USD | 5000 | BP 5145.8 Students

Refusal to Harm or Destroy Animals

The Governing Board recognizes that some students have a moral objection to dissecting or otherwise harming or destroying animals. California law grants these students the right to refrain from participation in instruction which involves such activities.

Students shall not be discriminated against because of a decision to exercise this right. (Education Code 32255.1)

At the beginning of each academic year, the district shall notify students and parents/guardians of the students' right to refrain from instruction involving harm or destruction of animals. (Education Code 48980) Such notification shall also be given to students by each teacher of a course that uses live or dead animals or animal parts. (Education Code 32255.4)

(cf. 5145.6 - Notifications Required by Law)

Agricultural education classes are exempt from the legal provisions which allow students this right. (Education Code 32255.6)

The Board encourages staff to accommodate students who request alternative educational projects in lieu of those which entail harm or destruction of animals.

Legal Reference:

EDUCATION CODE

32255-32255.6 Pupil's rights to refrain from the harmful or destructive use of animals

48990 Required notification at beginning of term

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 10, 1993 Fresno, California

Fresno Unified Board Policy (BP) 5145.12

Search And Seizure

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. ~~recognizes that incidents may occur which jeopardize~~ As necessary to protect the health, safety and welfare of students and staff, school officials may search ~~and which necessitate the search and seizure of~~ students, their property, and/or ~~their lockers by school officials~~. district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5145.11 - Questioning and Apprehension)

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Searches Based on Individualized Searches Suspicion

School officials may search any individual students and their property, or district property under their control when there is a reasonable suspicion that the search will uncover evidence ~~that~~ the student ~~he/she~~ is violating the law, Board policy, administrative regulation, or ~~the~~ other rules of the district or the school. ~~The Board urges that discretion, good judgment and common sense be exercised in all cases of search and seizure~~. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, their property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property. A student's personal electronic device may be searched only if a school official, in good faith, believes

that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall ~~will~~ be conducted in the presence of at least two district employees ~~by or under the supervision of the school site administrator or certificated designee. Searches shall be made in the presence of at least one other district employee, preferably of the same gender as the student. Employees will not conduct strip searches or body cavity searches. When possible, staff shall use a metal detector when searching an individual for weapons.~~

The principal or designee ~~The district~~ shall notify the parent/guardian of a student subjected to an individualized search as soon ~~as possible~~ after the search ~~as possible~~.

Searches of Multiple Student Lockers/Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a **general inspection of school properties** that are within the control of students, **such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.**

~~Because lockers are under the joint control of the student and the district, school officials shall have the right and ability to open and inspect any school locker without student permission when they have reasonable suspicion that the search will disclose evidence of illegal possessions or activity or when odors, smoke, fire and/or other threats to student health, welfare or safety emanate from the locker.~~

~~For health and safety reasons, a general inspection of school properties such as lockers and desks may be conducted on a regular, announced basis, with students standing by their lockers or desks.~~

~~Any items contained in a locker shall be considered to be the property of the student to whom the locker was assigned.~~ Notice of this policy shall be given to all students when lockers are assigned.

~~Random~~ Use of Metal Detectors

The Board believes that **the presence of weapons** in the schools threatens the district's ability to provide the **safe** and orderly learning environment to which district **students and staff** are entitled. **The Board also believes that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.**~~The presence of weapons on school sites denies students and staff the right to a safe, secure and peaceful campus. The district will make a determined effort to prevent the introduction of weapons, to locate and remove any weapons brought on campus and to use all legal avenues for apprehension and prosecution of perpetrators who bring weapons to our schools.~~

~~The Board finds that metal detector searches offer a reasonable and effective means to determine the presence of weapons. Metal detectors may be used to search an individual when there is reasonable suspicion of a weapon, or on a random basis as determined by the school principal. The Superintendent or designee shall implement administrative regulations for the use of metal~~

detectors at district's schools or other facilities ~~used for school activities.~~ as necessary to ~~This plan will~~ help provide a safe learning environment ~~for the students and employees in the district.~~ **They** shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

~~The district may use metal detectors on school campuses and off campus at school activities. This equipment will be used in a reasonable manner which will minimize the intrusion of privacy, and maintain respect for all students.~~

~~(cf. 0450-Comprehensive Safety Plan)~~

~~(cf. 5131.7-Weapons and Dangerous Instruments)~~

~~(cf. 5144.1-Suspension and Expulsion/Due Process))~~

Use of **Contraband Detection Trained** Dogs

In an effort to keep the schools free of **dangerous** contraband, ~~drugs, firearms and explosives,~~ the district may use specially trained nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or district policy. The dogs may sniff the air around lockers, desks, bags, items or vehicles on district property or at district-sponsored events ~~as long as they are not allowed to sniff within the close proximity of any students.~~ Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without their consent.

~~The above inspections shall be unannounced and may be made at the discretion of the Superintendent or designee.~~

~~Students and parents/guardians shall be informed of this policy at the beginning of each school year.~~

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

32280-32288**9.5** School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

48900-48927 Suspension and expulsion

49050-49051 Searches by school employees

49330-49334 Injurious objects

PENAL CODE

626.9 **Firearms Gun-Free School Zone Act of 1995**

626.10 Dirks, daggers, knives or razor

1546-1546.1 Production of or access to electronic communication information

CALIFORNIA CONSTITUTION

Article I, Section 28(c) Right to Safe Schools

COURT DECISIONS

Redding v. Safford Unified School District, (9th Cir. 2008) 531 F.3d 1071

B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313

O'Connor v. Ortega, (1987) **107 S.Ct. 1492** 480 U.S. 709

New Jersey v. T.L.O., (1985) 469 U.S. 325

Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470

Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

WEB SITES

California Attorney General's Office: <http://eaag.state.ca.us>

CDE, Safe Schools and Violence Prevention Office: <http://www.cde.ca.gov/spbranch/safety>

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: August 26, 1993 Fresno, California
revised: January 30, 1997
revised: December 11, 1997
revised: July 12, 2000
revised: Spring __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 6151

Class Size

The Governing Board recognizes ~~that teachers today must meet the needs of students whose experiences and preparation for school are increasingly varied, and the number of students in a class impacts the extent to which teachers can identify and~~ that smaller classes may contribute to student learning by allowing teachers to better identify and respond to individual student needs. In accordance with negotiated employee agreements and state law, the Board shall establish ~~upper and lower~~ class size limits ~~recommended by the Superintendent or designee as being~~ appropriate for each grade level or ~~the~~ subject taught and conducive to the effective use of teaching staff.

(cf. 4141/4241 - Collective Bargaining Agreement)

~~The Board believes that individual attention is crucial to students in the elementary grades, where~~
The highest priority for maintaining small class sizes shall be in the primary grades in order to support young students as they acquire the basic skills that serve as the foundation for all their subsequent learning. Other priorities shall be established in accordance with the goals and strategies identified in the district's local control and accountability plan (LCAP).

~~(cf. 6117 - Year Round Schedules)~~

~~(cf. 7111 - Evaluating Existing Buildings)~~

~~(cf. 0200 - Goals for the School District)~~

~~(cf. 0460 - Local Control and Accountability Plan)~~

For grades K-3, the district shall annually make progress toward maintaining an average class of not more than 24 students, unless an alternative annual average class size for each school site is collectively bargained. (Education Code 42238.02; 5 CCR 15498-15498.3)

Transitional kindergarten classes established pursuant to Education Code 48000 shall be included in the calculation of average class enrollment for kindergarten.

(cf. 6170.1 - Transitional Kindergarten)

At the secondary level, district priorities for class size reduction shall focus on English language arts, mathematics, science, social studies, and other courses that are necessary for completion of graduation requirements and shall be aligned with student needs as identified in the district's LCAP.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - Graduation Requirements)

For students who require special education and related services, the ratio of instructional adults to students in group services shall be dependent on the needs of the students. However, for children ages 3-5 years who are placed in group services, the teacher-child ratio shall be less than 1:8 and the adult-child ratio shall be less than 1:24. For children ages 3-5 years who are identified as severely disabled, the ratio of instructional adults to children shall not exceed 1:5. (Education Code 8264.8, 56441.5)

(cf. 4112.23 - Special Education Staff)

(cf. 6159 - Individualized Education Program)

The Superintendent or designee shall provide the Board with an analysis of staffing and school facilities needs and other costs related to class size reduction proposals.

(cf. 3100 - Budget)

(cf. 6117 - Year-Round Schedules)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall annually report to the Board regarding the impact of the class size reduction program on student achievement and other outcomes such as changes in school climate and student engagement.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

~~The Superintendent or designee shall ensure that the teachers of these classes receive training which will help them to maximize the educational advantages of class size reduction.~~

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Legal Reference:

EDUCATION CODE

17042 Rules for determining area of adequate school construction; exceptions

17042.7 Formula for calculation

~~17200-17208 Class size reduction facilities funding~~

33050 Nonwaivable provisions

35160 Authority of the board

~~41375 Legislative intent encouraging reduction in class size~~

~~41376 Minimum class size standards~~

~~41378 Apportionments and allowances, kindergarten classes~~

~~42238.02 Local control funding formula, including adjustment for class size reduction~~

42280 Necessary small schools

46205 Computation for early-late programs

51225.3 Graduation requirements

~~52120-52128 Class Size Reduction Program~~

~~52060-52077 Local control and accountability plan~~

~~52080-52090 Morgan Hart Class Size Reduction Act of 1989~~

GOVERNMENT CODE

3543.2 Scope of representation

~~CODE OF REGULATIONS, TITLE 5~~

~~15103 Definitions~~

~~15130-15133 Class size reduction program K-3~~

~~15140-15141 Class size reduction in two courses in grade 9~~

Management Resources:

~~CDE PROGRAM ADVISORIES~~

~~1007-96 Class Size Reduction and the Relationship to Individuals with Disabilities~~

~~0921-90 Implementing Class Size Reduction under the Morgan Hart Class Size Reduction Act of 1989: CIL: 90/91-01~~

WEB SITES

CDE: [http:// www.cde.ca.gov](http://www.cde.ca.gov)

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: February 12, 1998 Fresno, California

reviewed: July 14, 1999

revised: Spring ___, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 6164.5 Student Success Teams

Student Success Teams

Utilization of the Student Success Team process is not required by state or federal law. As such, this Board policy reflects best practices rather than legal requirements. ~~(Education Code 54720-54734)~~

The Governing Board encourages the collaboration of parents/guardians, certificated and classified staff, teachers, resource personnel, administrators and/or the students as appropriate in evaluating assessing the strengths and needs of students having academic, attendance, social, emotional, or behavioral difficulties and in identifying strategies and programs that may assist the students in maximizing their potential. The Superintendent or designee shall establish Student Success Teams (SST) as needed to address individual student's needs.

(cf. 0420.3 - School-Based Student Motivation and Maintenance Program)

(cf. 5113.1 - Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

The Superintendent or designee shall establish and maintain a process for initiating the referrals of students to the SSTs, student success team which may include referral by district staff, parents/guardians, and/or agency representatives. The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST shall be convened for an individual student.

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas of growth, and identify available resources and strategies.

Each SST student success team shall develop a plan to support the student which incorporates intervention strategies to assist the student. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, social, emotional and/or behavioral interventions, discipline, attendance, referrals to other agencies or resources, and/or other appropriate interventions.

(cf. 1020 - Youth Services)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - Student Health and Social Services)

(cf. 5144 - Discipline)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6020 - Parent Involvement)

(cf. 6158 - Independent Study)

(cf. 6159 - Individualized Education Program)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer School)

(cf. 6178 - Vocational Education)

(cf. 6178.1 - Work Experience Program)

(cf. 6179 - Supplemental Instruction)

(cf. 6181 - Alternative Schools)

(cf. 6182 - Opportunity School/Class/Program)

(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The SST student success team shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, make adjustments to the plan, and develop additional interventions as needed.

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

The Superintendent or designee may integrate SSTs into the district's Multi-Tiered System of Support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention had been met.

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

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Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

48260-48273 Truancy

48400-48454 Compulsory Continuation education

48630-48644.5 Opportunity schools

49600-49604 Educational counseling

51745-51749.3 Independent study programs

52200-52212 Gifted and talented student programs

54400-54425 Programs for disadvantaged children

54440-54445 Migrant children

54660-54669 Dropout prevention programs

54720-54734 School-Based Pupil Motivation and Maintenance Program and Dropout Recovery Act

WELFARE AND INSTITUTIONS CODE

4343-4352.5 Primary interventions program, mental health

18986.40-18986.46 Interagency children's services

Management Resources:

CDE PUBLICATIONS

SB 65 School-Based Pupil Motivation and Maintenance Program Guidelines (2000-01 Edition), 2000

Student Success Teams: Supporting Teachers in General Education, 1997

CALIFORNIA DROPOUT PREVENTION NETWORK PUBLICATIONS SST: Student Success Teams, 2000

WEB SITES

California Department of Education: <http://www.cde.ca.gov/spbranch/ssp>

California Dropout Prevention Network: <http://www.edualliance.org/cdpn>

National Dropout Prevention Center: <http://www.dropoutprevention.org>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: November 10, 2004 Fresno, California

revised: Spring __, 2022

Fresno Unified Administration Regulation (BP) 6164.6

Identification And Education Under Section 504 ~~Of The Rehabilitation Act Of 1973~~

The Governing Board believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of students without disabilities are met. (34 CFR 104.33)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.24 - Specialized Health Care Services)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6145.5 - Student Organizations and Equal Access)

The district's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Superintendent or designee shall assess the district's progress in attaining the goals established for students with disabilities and shall report these results to the Board. (Education Code 52052, 52060)

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

For the purpose of implementing Section 504 of the Rehabilitation Act of 1973, the following terms and phrases shall have only the meanings specified below:

Free appropriate public education (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of nondisabled students are met, without cost to the student or their parent/guardian, except when a fee is imposed on nondisabled students. (34 CFR 104.33)

Student with a disability means a student who has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.3)

Physical impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal, special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine. (34 CFR 104.3)

Mental impairment means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (34 CFR 104.3)

Substantially limits major life activities means limiting a person's ability to perform functions such as caring for themselves performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Major life activities also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Substantially limits shall be determined without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures include, but are not limited to, medications, prosthetic devices, assistive devices, learned behavioral, or adaptive neurological modifications which an individual may use to eliminate or reduce the effects of an impairment. (42 USC 12102; 34 CFR 104.3)

Identification, Referral Procedures, or Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, or other school employee, student success team, or community agency may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.
2. Upon receipt of any such referral, the principal, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.
3. If it is determined that the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to their initial placement. Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient

c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than their impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure

Section 504 Services Plan and Placement

Services and placement decisions for student with disabilities shall be determined as follows:

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.

In interpreting evaluation data and making placement decisions, the Section 504 Student Study Team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.33)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aides and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the Section 504 Student Study Team meeting and shall be given an opportunity to examine all relevant records.

3. If the Section 504 Student Study team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of their rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to their individual needs.

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame.

6. A copy of the student's Section 504 services plan shall be kept in their student record. The student's teachers(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

Review and Reevaluation

The Section 504 Student Study Team shall monitor the progress of the student and, at least annually, review the effectiveness of the student's Section 504 plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of the non-disabled students. In addition, the needs of each student with a disability under Section 504 shall be reevaluated at least once every three years.

Prior to any subsequent significant change in placement, a reevaluation of the student's needs will be conducted. Parents/guardians will receive reasonable written notice of any meeting convened to propose a significant change in placement.

Procedural Safeguards

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. They shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or education placement of their child under Section 504, they may request a Section 504 due process hearing within 30 days of that action or decision.

Parents/Guardians may initiate the following three procedures. Parent/Guardians are encouraged to utilize Levels One and Two, but may proceed directly to Level Three if they so choose.

Section 504 due process hearing shall be conducted in accordance with the following procedures:

LEVEL ONE: In writing, request a meeting with the Section 504 Student Study Team in an attempt to resolve the disagreement through an administrative review. This meeting shall be held within fifteen (15) school days after receiving the parents/guardians' request. This time frame may be extended by mutual agreement of the parties.

LEVEL TWO: If disagreement continues, the parent/guardian may request, in writing, an impartial hearing with the district's:

Section 504 Coordinator
Fresno Unified School District
1301 M Street, Fresno, California 93721
(559) 457-3220

The request for the due process hearing shall include:

1. The specific nature of the decision with which they disagrees
2. The specific relief they seeks
3. Any other information they believe is pertinent to resolving the disagreement

Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.

The parties to the hearing shall be afforded the right to:

1. Be accompanied and advised by counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504
2. Present written and oral evidence
3. Question and cross-examine witnesses
4. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction. (34 CFR Part 104.36)

LEVEL THREE: Parents/guardians have the right to file a complaint with the Office of Civil Rights. The address of the regional office, which covers California, is:

United States Department of Education
Office of Civil Rights
50 Beale Street, Suite 7200
San Francisco, CA 94105-1818
415-486-5555

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

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

~~44265.5 Professional preparation for teachers of impaired students-~~
48980 Notification at beginning of term
49407 Liability for treatment
49408 Emergency information
49414 Emergency epinephrine auto-injectors
49414.5 Providing school personnel with voluntary emergency training
49414.7 Emergency medical assistance: administration of epilepsy medication
49422-49427 Employment of medication personnel, especially:
49423.1 Inhaled asthma medication
49480 Continuing medication regimens; notice
~~56000-56885 Special education programs, especially:~~
~~56195.8 Adoption of policies~~
~~56300-56304 Identification of individuals with disabilities-~~
~~56320-56331 Assessment~~
~~56333-56338 Eligibility criteria for specific learning disabilities~~
~~56340-56347 Instructional planning and individualized education program-~~
~~56381 Reassessment of students~~
~~56425-56432 Early education for individuals with disabilities-~~
~~56441.11 Eligibility criteria, children ages 3-5~~
~~56445 Transition to grade school; reassessment~~
~~56500-56509 Procedural safeguards-~~

GOVERNMENT CODE

95000-95029.5 California Early Intervention Services Act

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

~~3021-3029 Identification, referral and assessment~~

~~3030-3031 Eligibility criteria~~

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

~~1412 State eligibility~~

~~1415 Procedural safeguards~~

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and placement

104.36 Procedural Safeguards

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.301-300.306 Evaluations and reevaluations

COURT DECISIONS

Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 8, 1995 Fresno, California

revised: July 2009

adopted: July 29, 2009 Fresno, California

revised: June 13, 2018

revised: ____, 2022

Policy Section: 6000 Instruction